

# Item # 4

**Proclamation**  
**National Public Safety Telecommunicators Week**  
**April 9-15, 2023**

**Whereas**, emergencies can occur at any time that requires police, fire or emergency medical services; and,

**Whereas**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**Whereas**, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Smithville emergency communications center; and,

**Whereas**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**Whereas**, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

**Whereas**, Public Safety Telecommunicators of the City of Smithville has contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

**Whereas**, each dispatcher has exhibited compassion, understanding and, professionalism during the performance of their job in the past year;

**Therefore**, Be It Resolved that the City Council of Smithville, Texas declares the week of April 9<sup>th</sup> through 15<sup>th</sup>, 2023 to be National Public Safety Telecommunicators Week in Smithville, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

**National Public Safety Telecommunicators Week**  
**April 9-15, 2023**

Passed and approved this 10<sup>th</sup> day of April 2023

**IN WITNESS WHEREOF,**  
I have hereunto set my hand  
and caused the Seal of the  
City of Smithville to be  
affixed this 10<sup>th</sup> day of April  
2023.

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

ATTEST:

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

# Item # 5

**CITY OF SMITHVILLE**  
**COUNCIL MEETING MINUTES**  
MARCH 13, 2023

Present: Mayor Sharon Foerster, Councilmembers Janice Bruno, Bill Gordon, Tom Etheredge, Joanna Morgan, Cassie Barrientos, and City Manager Robert Tamble.

**Open Meeting:** Call to order: Mayor Foerster called the meeting to order at 6:00 p.m. Pastor Holt gave the Invocation Mayor Morgan led the Pledge.

Recognition/Awards/Proclamations/Announcements/Presentations:

- a) Proclamation – Proclamation "Vietnam Veterans Day" Councilwoman Bruno read the Proclamation.
- b) Community Resource Center Presentation (Video): Donna Klaeger gave a presentation on Community Resource Centers of Texas.

Citizen Comments: None

Approval of the minutes from February 13, 2023 Council Meeting and Public Hearing, the March 1, 2023 Special-Called Council Meeting, and the March 9, 2023 Special-Called Council Meeting. Councilwoman Bruno made a motion to approve all of the minutes as presented. Councilwoman Morgan seconded and the motion passed unanimously.

Hear recommendations from Planning and Zoning on:

- a) On multiple variance requests at 205 NE 2<sup>nd</sup> St, parcel ID 84198, property owner Janice Taylor, agent Dallas Taylor:
  - i. front yard setback: P&Z recommended approval
  - ii. side yard setback: P&Z recommended approval
  - iii. rear yard setback: P&Z recommended approval
  - iv. minimum lot size: P&Z recommended approval
  - v. maximum lot coverage: No recommendation was made by P&Z
  - vi. off-street parking: No recommendation was made by P&Z
  - vii. open space: No recommendation was made by P&Z
- b) On a variance request for the masonry wall or equivalent noise attenuating barrier addition site design standard for the Highway Commercial Dist. For Property ID 8717857, property owner George McMahan, Agent Ronnye Kettler: No recommendation was made by P&Z.

**Public Hearing:**

Hear Citizen Comments: Monic Poss was the only person signed up to speak in the Public Hearing and she said the city should grant the parking and open space variance and wants the city to deny the masonry wall variance.



Dollar Tree is requesting a variance to allow a wooden fence instead of a masonry wall as a noise attenuating barrier to separate commercial from residential use.

Councilwoman Barrientos made a motion to approve the variance for a 6ft wooden fence and require the deed restrictions will be in place for a second fence for the subdivision beside this property, the variance is not contrary to the public interest, and there are special conditions affecting the applicant's property; and because of the special conditions, literal enforcement of the ordinance would result in unnecessary hardship; and the variance observes the spirit of the ordinance, and substantial justice is done. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Resolution Responding to the Application of CenterPoint Energy Resources Corp., South Texas Division, to Increase Rates Under the Gas Reliability Infrastructure Program (GRIP) Suspending the Effective Date of this Rate Application for Forty-Five (45) Days: Under Texas law (re: Gas Utilities Regulatory Act), we do not have the ability to oppose the rate increase. However, we can postpone the effective date of the proposed increase for 45-days. The rate will be increased by \$3.72/month for residential service and \$7.51/month for small commercial service. The adjusted monthly charge (base rate) will be \$30.75 and \$48.93 respectively. This represents an average increase between 13-18%. The rate increase will help recover incremental spending for capital infrastructure improvements in its South Texas Division during the 2023 calendar year. The proposed IRA will become effective on May 1, 2023 unless the City approves the resolution to suspend the IRA effective date until June 15, 2023. Councilman Etheredge made a motion to approve suspending the rate until June 15<sup>th</sup>. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Resolution Awarding the Home Grant construction contract – In accordance with TDHCA rules, the City published a bid request for the construction of the homes listed below:

- 203 Cleveland - Base Bid \$150,000
- 203 Washington - Base Bid \$148,200
- 611 Gazley - Base bid \$148,200
- 415 Gazley - Base Bid \$148,200

The bid opening was held at City Hall (317 Main) on February 16, 2023 at 9:00 A.M. One (1) bid was received from RM Quality Construction, LLC (dba Randy Malouf Builder). RM Quality Construction, LLC has built multiple HOME Program houses in and around central Texas including Smithville. Councilman Gordon made a motion to award RM Quality Construction, LLC. the bid Councilwoman Morgan seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Resolution Endorsing HB 2717 that would limit train length in Texas: Approving this resolution will officially communicate the City's support of HB 2717

Citizen Comments: None

Discussion and Action on a Resolution Authorizing the Submission of the Grant Application for the "Truancy Prevention Through Mentorship at the Gardens" to the Office of the Governor: Councilwoman Barrientos made a motion to approve the Resolution. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: none

Discussion and Action on the appointment / re-appointment of members to the Smithville Library Board: There are nine (9) Library Board members appointed by the Council, each serving three-year terms. Every year (targeting February), the Library Director will request the City Council fill three seats - either by re-appointment or new appointment. Denis McGinness and Krystel Gutierrez are remaining Board members, this being their third year. The proposed Board members represent a community of library users and supporters, and are well-versed in library operations, services, and programs:

- a. Krystel Gutierrez – Re-Appointment (Place 1)
- b. Danne Absher – Re-Appointment - (Place 2)
- c. Denis McGinness – Re-Appointment (Place 3)
- d. Elana Schroeder - Re-appointment – (Place 4)
- e. Diana Villalobos – New Appointment – (Place 5)
- f. Will Holcomb – New Appointment – (Place 6)
- g. Nicholas Braddock – New Appointment - (Place 7)
- h. Vacant (Teen) – TBD (Place 8)
- i. Mike Morgan – New Appointment - (Place 9)

Councilwoman Bruno made a motion to approve the reappointments of Krystel Gutierrez, Danne Absher, and Denis McGinness. Councilwoman Barrientos seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on the approval of the Financial Report. Councilman Etheredge made a motion to accept the Financial Report. Councilman Gordon seconded and the motion passed unanimously.

Adjourn 8:13 p.m.

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Sharon Foerster, Mayor

Attest:

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Jennifer Lynch, City Secretary

**CITY OF SMITHVILLE**  
**ECONOMIC DEVELOPMENT WORKSHOP MEETING MINUTES**  
March 14, 2023

Present: Mayor Pro Tem Bill Gordon, Councilmembers Janice Bruno, Tom Etheredge, Joanna Morgan, Not Present Mayor Sharon Foerster, and Councilwoman Barrientos

**Open Meeting:** Call to order: Mayor Protem Gordon called the meeting to order at 5:00 p.m.

Citizen Comments: No one signed up to speak since this was an open discussion meeting and people from the audience asked questions.

Discussion on economic development workshop to address the need and importance of economic development strategies that fuel job creation, increase capital investment, attract and nurture the workforce and enhance the quality of life. Topics to be covered will include maximizing your assets, workforce/talent development, housing, education, elevating your marketing, targeted recruitment, downtown revitalization, business retention & expansion, and more. Presented by Lorie Vincent, CEcD, President of ACCELERATION by design LLC. Lorie gave her presentation this was an open discussion meeting and there was no action taken.

Adjourn 6:52 p.m.

\_\_\_\_\_  
Bill Gordon, Mayor Pro Tem

Attest:

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



**CITY OF SMITHVILLE**  
**SPECIAL CALLED COUNCIL MEETING MINUTES**

March 23, 2023

Present: Mayor Sharon Foerster, Councilmembers Janice Bruno, Bill Gordon, Tom Etheredge, Joanna Morgan, Cassie Barrientos, City Manager Robert Tamble, and David Repka.

**Open Meeting:** Call to order: Mayor Foerster called the meeting to order at 5:00 p.m.

During the open meeting, there were people signed up to speak. Cheryl Burns, Jadd Hubbard, Denver Donaghe, Paul Lowery, Richard Hernandez, and Ed LaVieux spoke in support of Police Chief Repka. Nancy Thomas signed up to speak but withdrew her request. Jenny Busche asked Police Chief Repka to clarify "did the Mayor try to fire you or ask you to resign?". Chief Repka said he would prefer not to answer that question. Jenny Busche said that is the perception the citizens have and would like it to be clarified at some time. Monic Poss said usually if someone signs up to speak they know what they are speaking on and if there are issues of concern resulting in this special meeting it would be helpful to actually know what those issues are. Poss has only had positive interactions with Chief Repka and his staff. There was also a letter read by Councilman Etheredge from Edward Allen with AOI in support of the Police Chief Repka.

Chief Repka asked the Mayor Pursuant to section 551.074 of the Government Code does he have a right to hold this meeting in public. Second question "are we currently under litigation or is there an order from a court of record prohibiting us from speaking about any particular issue?" Robert said, "we are currently not under any formal litigation". Chief Repka "with that being said I just want to formally request that this meeting be held in private please".

There was discussion among the Councilmembers as to why this meeting was called. Etheredge said Monic Poss had a good question "how are the citizens really supposed to know why we are here?" Councilman Etheredge asked Is there anything we can or should do to give the citizens more information as to why we are here? There was mention of open records requests made by Councilwoman Barrientos and Mayor Foerster. Councilman Etheredge asked if that might have been a reason for calling this meeting by Chief Repka. Councilwoman Barrientos explained that she had asked for some of the Police Department's timesheets because she had been approached by a few people. She didn't elaborate on what the concerns were just that she was doing her own investigation and then would bring it forward if she found anything. Councilman Etheredge asked Mayor Foerster if she made any request that would have made Chief Repka call this meeting. Mayor Foerster said he called this meeting and she's ready to go into a closed session to discuss. Councilman Etheredge then asked Mayor Foerster if she would like him to read her email that was requesting records. Mayor Foerster said yes you can read the email. Councilman Etheredge read Mayor Foerster's email to provide a little more information as to why we are here tonight.

**Closed Meeting:** Went into Executive Session at 5:45 PM

Executive Session Pursuant to Texas Government Code § 551.074(a)(1), the City Council shall convene in a closed session to evaluate the performance of the Police Chief.

**Open Meeting:** Came out of Executive Session at 7:48 PM

City Manager Robert Tamble explained the process of his direct reports' evaluations. He then read Chief Repka's evaluation and said he exceeded expectations. Mayor Foerster adjourned the meeting.

Adjourn 7:51 p.m.

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Sharon Foerster, Mayor

Attest:

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Jennifer Lynch, City Secretary

# Item # 6





I, Cassie Barrientos, am resigning from my current elected seat on Smithville City Council effective immediately on April 10, 2023.

Thank you,

A handwritten signature in black ink, appearing to read "C. Barrientos" with a stylized flourish at the end.

Cassie Barrientos

Item # 7

# CITY OF SMITHVILLE

## PLANNING & ZONING APPLICATION

### APPLICATION TYPE

Zoning Change Request:

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

Number of Requests:

- ☐ Single
- ☐ Multiple

### PROPERTY IDENTIFICATION

Street Address 501 Marburger

\*\*\* 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: Byrne Addition

Property Tax Code: R 16724 Block Number: 103 Lot Number: 9 & 10

Property Owner (as listed on Deed): Jaimie Christine Kadlecak

Property Owner Mailing Address: 205 Old Lake Rd Smithville Tx 78957

Owner's Phone No: 512-332-6206 Owner's Email: jaimick12@gmail.com

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

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

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

## DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

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

Describe variance requested:

Describe special use requested:

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

2 lots (lot 9 & lot 10) to 1

## PETITION

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

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

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

### OFFICE USE ONLY:

Fee Amount: \_\_\_\_\_

Fee Payment: \_\_\_\_\_

P&Z Date: \_\_\_\_\_

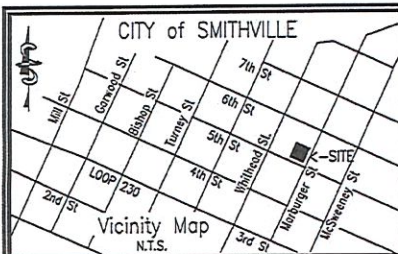
Council Date: \_\_\_\_\_

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

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

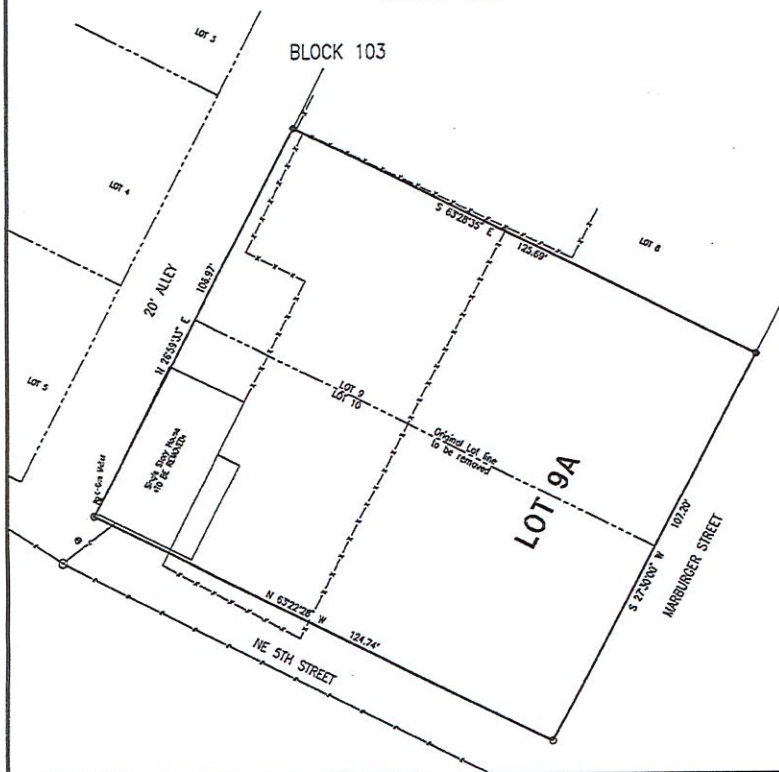
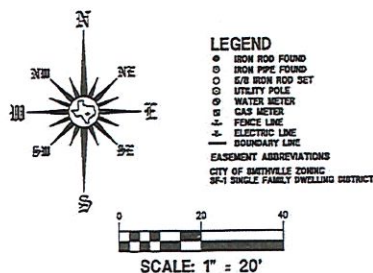
☒ Notice sent to property owners within 200 feet of proposed property





# AMENDING PLAT OF LOTS 9 & 10, BLOCK 103, ROGER BYRNE ADDITION TO THE CITY OF SMITHVILLE

MINOR FINAL PLAT



## PLAT NOTES:

WATER SERVICE: CITY OF SMITHVILLE  
WASTEWATER SERVICE: CITY OF SMITHVILLE  
ELECTRIC SERVICE: CITY OF SMITHVILLE  
GAS SERVICE: CENTER POINT ENERGY

1. ALL SUBDIVISION PERMITS SHALL CONFORM TO THE CITY OF SMITHVILLE CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
2. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF SMITHVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
3. IT IS UNDERSTOOD THAT ON APPROVAL OF THIS PLAT BY THE CITY OF SMITHVILLE, THAT THE CONSTRUCTION OF ALL BRIDGES, CULVERTS, STREETS, ROADS AND OTHER PUBLIC IMPROVEMENTS DELINEATED AND SHOWN ON THIS PLAT, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF SMITHVILLE, BASTROP COUNTY, TEXAS. THE CITY ASSUMES NO OBLIGATION TO CONSTRUCT ANY BRIDGES, CULVERTS, STREETS, ROADS, OR PUBLIC UTILITIES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
4. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF SMITHVILLE.
5. SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF SMITHVILLE PRIOR TO ANY MULTIFAMILY OR NONRESIDENTIAL CONSTRUCTION. (CITY LIMITS ONLY)
6. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF SMITHVILLE. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
8. IT IS THE RESPONSIBILITY OF EACH BUILDER TO DESIGN AND CONSTRUCT A SUITABLE GRADING AND DRAINAGE SCHEME WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE STRUCTURE, FROM HIS STRUCTURE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
9. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN AND/OR DESCRIBED HEREIN ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE WORKS, INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, FORCE MAINS, WATER LINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUITS, DRAINAGE PIPES, AND NATURAL GAS LINES.
10. TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED, AS REQUIRED AT THE CITY'S SOLE DISCRETION FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
11. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
12. THE ELECTRIC UTILITY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY VEGETATION, AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE THE CITY OF BASTROP ELECTRIC UTILITY DEPARTMENT WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES.
13. WATER AND WASTEWATER SYSTEMS SHALL CONFORM TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES.
14. BUILDING SETBACKS NOT SHOWN SHALL BE IN ACCORDANCE WITH CITY OF SMITHVILLE ZONING ORDINANCE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA (1% ANNUAL CHANCE OF FLOODING AREA) AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0035SE, EFFECTIVE JANUARY 19, 2005 FOR THE COMMUNITY BASTROP COUNTY, COMMUNITY NUMBER 480204.

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

STATE OF TEXAS ||  
COUNTY OF BASTROP ||

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

MICHAEL D. OLSON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REG. NO. 5386  
711 WATER STREET  
BASTROP, TEXAS 78002  
512-321-5475

DATE: \_\_\_\_\_

STATE OF TEXAS ||  
COUNTY OF BASTROP ||

KNOW ALL MEN BY THESE PRESENTS:

THAT JAMIE CHRISTINE KADLECK, BEING THE OWNER OF LOTS 9 & 10, BLOCK 103, ROGER BYRNE ADDITION TO THE CITY OF SMITHVILLE, RECORDED IN PLAT CABINET 1, PAGE 08, PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND AS RECORDED IN DOCUMENT NO. 230111-1, OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, DO HEREBY AMEND SAID TRACT IN ACCORDANCE WITH THE PLAT SHOWN HEREIN, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

**AMENDING PLAT OF LOTS 9 & 10, BLOCK 103, ROGER BYRNE ADDITION TO THE CITY OF SMITHVILLE**

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

JAMIE CHRISTINE KADLECK  
205 OLD LAKE ROAD  
SMITHVILLE, TEXAS 78557

STATE OF TEXAS ||  
COUNTY OF BASTROP ||

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

SEAL

PRINTED NAME OF NOTARY / EXPIRES

APPROVED ADMINISTRATIVELY AND ACCEPTED BY THE CITY OF SMITHVILLE ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ A.D.

APPROVED:

ATTEST:

ROBERT TAMBLE, MANAGER  
CITY OF SMITHVILLE, TEXAS

CITY SECRETARY,

STATE OF TEXAS ||  
COUNTY OF BASTROP ||

I, KRISTI BARTSCH, COUNTY CLERK FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR

RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, A.D. AT 202\_\_ A.D. AT

\_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF SAID COUNTY IN PLAT CABINET \_\_\_\_

PAGE \_\_\_\_ FILED FOR RECORD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ A.D.

KRISTI BARTSCH  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

DEPUTY \_\_\_\_\_

REVISED  
10:10 am, Mar 15, 2023

OLSON SURVEYING 03.10.23, D/F 230111-Kadleck

AMENDING PLAT OF LOTS 9 & 10, BLOCK 103, ROGER BYRNE ADDITION TO THE CITY OF SMITHVILLE

SHEET 1 of 1

MAYOR  
SHARON FOERSTER  
MAYOR PROTEM  
WILLIAM GORDON  
COUNCIL MEMBERS  
JANICE BRUNO  
CASSIE BARRIENTOS  
TOM ETHEREDGE  
JOANNA MORGAN  
CITY MANAGER  
ROBERT TAMBLE



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

03/06/2023

Dear Property Owner/Current Resident,

Your address is within 200' of one or more of the following proposed agenda items. This notice is to inform you that The City of Smithville Planning and Zoning Commission will hold a Public Hearing on April 4, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

**Discussion and Action on a minor replat, combining two lots into one, located at 501 Marburger St., Byrne Addition, Block 103, Lots 9 and 10, property ID 16724, Property owner Jaimie C. Kadlecek.**

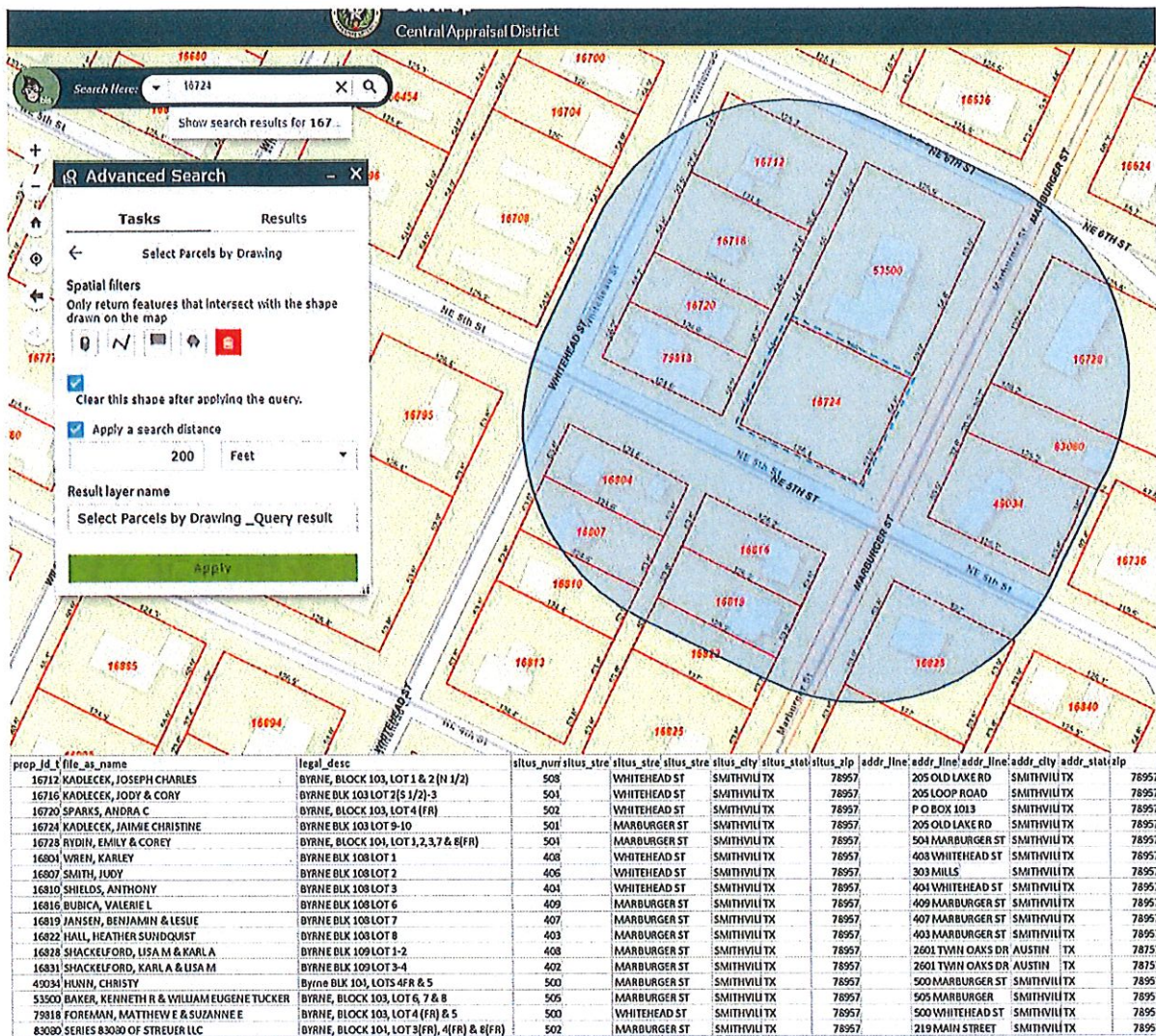
The Commission will hear all citizens' concerns for or against the minor replat request. A recommendation will be given at the City Council meeting by the Planning and Zoning Commission. The City Council will hold a public hearing and Council meeting to discuss and seek action on April 10, 2023, at 6:00 p.m. Please check the city website for any updates about this meeting.

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

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

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





# Item # 12





SINGLETON, CLARK  
& COMPANY, PC CERTIFIED PUBLIC ACCOUNTANTS

March 3, 2023

To the Mayor and Members of the City Council  
Of the City of Smithville, Texas

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Smithville, Texas for the year ended September 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 6, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Opinion on the Financial Statements

The primary purpose of a financial audit is for the auditor to render an opinion as to whether the financial statements of the audited organization appear to be free from material misstatement and adhere to generally accepted accounting principles. This opinion must be based on a systematic review of the evidence supporting the financial statement amounts. In conjunction with the audit, the auditor must also consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion on internal control.

Our opinion on the financial statements appears within the Independent Auditor's Report on page 1 of the Annual Financial Report. This opinion is classified as *Unmodified*.

Significant Audit Matters

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Smithville, Texas are described in Note 1 to the financial statements.

During the year the City implemented *Governmental Accounting Standards Board Statement No. 87 - Leases* (GASB 87) which brought significant changes to the accounting treatment for leases. GASB 87 increases the usefulness of governmental financial statements by requiring recognition of certain lease assets and liabilities for all leases, including those that previously were classified as operating leases. This new standard replaces the previous lease accounting methodology and establishes a single model for lease accounting based on the foundational principle that leases are a financing of the right to use an underlying asset.

We noted no transactions entered into by City of Smithville, Texas during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City of Smithville, Texas's financial statements were:

Management's estimate of the net pension liability and other post-employment liabilities is based on actuarial studies of the pension and post-employment benefit plans prepared by independent actuaries contracted by the respective plan. We evaluated the key factors and assumptions used within these actuarial studies in determining that the resulting net pension liability and other post-employment benefit liability are reasonable in relation to the financial statements taken as a whole.

Management's estimate of current year and accumulated depreciation on long-term capital assets is based on the historical cost of these assets and estimates of their useful lives. We evaluated the recorded asset values, estimated useful lives, and accumulated depreciation amounts to determine that they appear reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures appear to be neutral, consistent, and clear.

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated March 3, 2023.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Smithville, Texas's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.



### *Fund Balance of the General Fund*

The General Fund is the main operating fund of the City and contains the primary financial resources available to provide for ongoing City operations. The ending fund balance level of the General Fund is therefore a good indicator of the financial health of the City. A commonly accepted best practice for fund balance is to maintain an ending fund balance level of at least 25% of annual noncapital General Fund expenditures. As of September 30, 2022, the fund balance of the General Fund was \$1,337,125 in total, which represented 23% of noncapital General Fund expenditures for the year.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Smithville, Texas's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Audit Findings, Internal Control, and Compliance Related Matters

*Government Auditing Standards* and the federal Uniform Guidance require an auditor to report material weaknesses and significant deficiencies found in the internal control of an organization, as well as material noncompliance with certain provisions of laws, regulations, contracts, and grant agreements.

A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A regular *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet potentially more consequential than a regular deficiency and important enough to merit attention by those charged with governance.

Material noncompliance with provisions of laws, regulations, contracts, and grant agreements occurs when the noncompliance is to a large enough degree that there could be a material effect on the determination of financial statement amounts or consequences severe enough to potentially affect the organization's operations.

In accordance with *Government Auditing Standards* and the federal Uniform Guidance, the following summarized audit finding has been reported as a result of our audit. This matter is provided in more detail, along with management planned corrective action, in the Schedule of Findings and Questioned Costs and Corrective Action Plan sections of the Annual Financial Report.

#### 2022-001 Texas Bid Law Compliance

During the year, the City made purchases in excess of \$50,000 in aggregate to three vendors without using a competitive purchasing method, resulting in technical noncompliance with Texas bid law. We recommend that the City plan large purchases in advance to ensure they are made through competitive means.

Other Matters

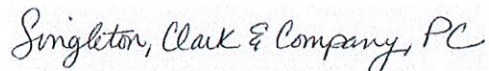
We applied certain limited procedures to the management's discussion and analysis section preceding the financial statements and the pension and post-employment benefit liability schedules that follow the notes to the financial statements, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on other supplementary information such as the combining statements and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the governing body and management of City of Smithville, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Singleton, Clark & Company, PC".

Singleton, Clark & Company, PC  
Cedar Park, Texas



Client: 20-0014.0 - City of Smithville, Texas  
Engagement: Audit 22 - City of Smithville, Texas  
Period Ending: 9/30/2022  
Trial Balance: 3600.01 - Annual Trial Balance - 2 Year  
Workpaper: 3700.01 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>3600.01</b>		
To record a reciprocal Transfer Out in Fund 01 and adjust JE #4517 in order to balance interfund transfers.				
01-999-5852	Transfer to Fund 52		1,000.00	
52-000-1201	Due from Fund 01		1,000.00	
01-000-2252	Due to Fund 52			1,000.00
52-000-1375	Accts Rec - Other			1,000.00
<b>Total</b>			<b>2,000.00</b>	<b>2,000.00</b>
<b>Adjusting Journal Entries JE # 2</b>		<b>7100.03</b>		
To adjust property taxes receivable, the allowance for uncollectible taxes, and deferred revenues based on confirmed amounts.				
10-000-1370	Acts Rec - Property taxes		1,939.33	
91-000-1371	Est Uncollect - Property taxes		194.05	
91-000-2900	Deferred Revenues		1,746.37	
10-000-1371	Est Uncollect - Property taxes			193.93
10-000-2900	Deferred Revenues			1,745.40
91-000-1370	Acts Rec - Property taxes			1,940.42
<b>Total</b>			<b>3,879.75</b>	<b>3,879.75</b>
<b>Adjusting Journal Entries JE # 3</b>		<b>3600.01</b>		
To adjust amounts related to the sale of a fixed asset in the City's proprietary funds.				
65-000-1520	Pro for Depreciation Water		1,200.00	
65-000-1530	Pro for Depreciation W/Water		1,200.00	
65-640-4840	Sale of Fixed Assets		1,800.00	
65-660-4840	Sale of Fixed Assets		1,800.00	
65-000-1455	Property & Equipment - Water			3,000.00
65-000-1460	Property & Equipment - W/Water			3,000.00
<b>Total</b>			<b>6,000.00</b>	<b>6,000.00</b>
<b>Adjusting Journal Entries JE # 4</b>		<b>3600.01</b>		
To record amortization of bond premium in Fund 65.				
65-000-2832	COO Premium		6,384.36	
65-610-5710	Interest			6,384.36
<b>Total</b>			<b>6,384.36</b>	<b>6,384.36</b>
<b>Adjusting Journal Entries JE # 5</b>		<b>8130.02</b>		
To adjust prior year pension balances in order to present current year ending balances.				
65-000-2899	Net Pension Liability		134,784.21	
65-000-1799	Deferred Outflow-NPL			26,422.11
65-000-2699	Deferred Inflow-NPL			48,021.93
65-610-5040	TMRS Retirement			42,238.12
65-620-5040	TMRS Retirement			8,447.62
65-640-5040	TMRS Retirement			4,223.81
65-660-5040	TMRS Retirement			5,430.62
<b>Total</b>			<b>134,784.21</b>	<b>134,784.21</b>

3/13/2023  
3:32 PM

Client: 20-0014.0 - City of Smithville, Texas  
Engagement: Audit 22 - City of Smithville, Texas  
Period Ending: 9/30/2022  
Trial Balance: 3600.01 - Annual Trial Balance - 2 Year  
Workpaper: 3700.01 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 6		8140.02		
To adjust prior year OPEB balances in order to present current year ending balances.				
65-610-5040	TMRS Retirement		5,920.53	
65-620-5040	TMRS Retirement		1,184.11	
65-640-5040	TMRS Retirement		592.05	
65-660-5040	TMRS Retirement		761.21	
65-000-1899	Deferred Outflow - OPEB			2,888.16
65-000-2799	Deferred Inflow - OPEB			353.76
65-000-2999	Net OPEB Liability			5,215.98
Total			8,457.90	8,457.90

These entries have been reviewed and approved by management and will be posted to the accounting system as of the fiscal year end audited.

SIGNED:

Cynthia White

DATE:

4/6/2023

Item # 13

## AGREEMENT FOR PHI CARES MEMBERSHIPS FOR CITY RESIDENTS

This Agreement for PHI Cares Memberships for City Residents (this "Agreement") is made effective the **1st day of May, 2023** (the "Effective Date") between the City of Smithville, a municipal corporation incorporated under the laws of the State of Texas ("CITY") and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company ("PHI"). CITY and PHI may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

### Recitals

**WHEREAS**, CITY is comprised of approximately **1,773** physical address set forth in Attachment "A": Customer List Residential March 2022 which comprises the households in the incorporated land area making up the City of Smithville, in the State of Texas, with approximately **4,609** residents living in these households (each a "Resident" and collectively, the "Residents");

**WHEREAS**, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the "PHI Cares Program") in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

**WHEREAS**, CITY desires to enter into this Agreement with PHI whereby the Residents within CITY will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

### Article I.

#### Scope of Agreement and Term

1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by CITY for the benefit of the incorporated CITY Residents and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Residents when requiring emergency air medical transportation on a PHI aircraft. For the avoidance of doubt this Agreement only applies to the Residents of the incorporated addresses comprising Smithville and does not apply to any individuals residing in unincorporated areas in and around the CITY.

1.2 Term. The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **April 30, 2024** (the "Term"), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement.

### Article II.

#### PHI Memberships

2.1 Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, CITY is purchasing PHI Cares memberships for the households and the Residents residing in these households of CITY (individually, a "Member" and collectively, the "Members") for a total annual amount equal to **\$12,411.00** (the "Annual Fee"). The Annual Fee is based on an expectation of **1,773 households** at a rate of **\$7.00 per household**, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.



2.2 Compliance. CITY and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.

2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in CITY. Any calls for air medical transports in CITY shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.

2.4 Terms and Conditions. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:

- (a) **Location.** Transport must be for an Incorporated City Resident requiring PHI to provide air medical transport from a pickup location within the City of Smithville, Texas or the County of Bastrop, Texas (the "CITY Service Area").
- (b) **Membership ID #.** PHI will provide the CITY with a supply of **2,000 membership cards** which the CITY will distribute and make available to the Residents of Smithville, Texas. This card will contain the Membership ID # for the City of Smithville and the contract Validity Date range.
- (c) **Notifying PHI.** It is the responsibility of any transported city Resident to contact PHI and notify it that they or a qualified household member has been transported by PHI and to provide PHI with the name of such qualified household member. In addition, in order to avoid receiving a bill for their medical transport, the member should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of the Residents' PHI Cares membership.
- (d) **Not Insurance Product.** MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (e) **Coverage.** Each membership covers the entire household (i.e., each individual member of the household that is an incorporated Resident of CITY) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.

2.5 Full National Household Membership Upgrade Option. Any individual who resides within the boundaries of CITY may elect to upgrade his or her membership to a full national household membership (covering the entire household, as defined below), which shall include coverage outside the CITY Service Area, for an additional **\$30.00 per year**; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of PHI Cares service areas, please see the PHI Cares website: [www.phicare.com](http://www.phicare.com), or contact the membership office for a copy. To obtain this upgrade, City of Smithville, Texas Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Resident requesting this option.

2.6 Household. For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.

2.7 Refunds. No refunds will be extended to CITY (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 Conflicts. Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

### **Article III. Termination**

3.1 Termination. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund CITY the prorated amount of the Annual Fee for the remainder of the Term. In the event that CITY terminates this Agreement for convenience pursuant to this Section 3.1, CITY shall not be entitled to a refund of any portion of the Annual Fee.

3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

#### **3.3 Termination for Default.**

(A) CITY may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from CITY.

(B) PHI may terminate this Agreement for default if CITY breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.

(C) Remedies. In the event of a default by PHI and CITY's termination pursuant to Section 3.3(A) above, CITY's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by CITY and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

### **Article IV. Indemnification and Limitation of Liability**

4.1 Indemnification. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ("INDEMNITOR") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, (COLLECTIVELY, "CLAIMS") TO THE EXTENT BUT ONLY TO THE EXTENT RESULTING OR ARISING FROM THE INDEMNITOR'S BREACH OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION OR



WILLFUL MISCONDUCT OF THE INDEMNITOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

4.2 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to CITY or any Member for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.

4.3 Survival. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

## **Article V. Miscellaneous**

5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment. No rights, duties, or obligations under this Agreement may be assigned nor may any interest or options contained herein be made available or otherwise assigned to any third party without the prior written consent of both of the Parties, which may be withheld in either Party's absolute and sole discretion. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.2 Applicable Law; Attorney's Fees. This Agreement is governed by and will be construed in accordance with the laws of the **State of Texas**, without giving regard to its conflicts of law rules or provisions. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the other Party.

5.3 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

**If to City:**

City of Smithville  
317 Main Street  
Smithville, Texas 78957  
Attn: Robert Tamble, City Manager  
[CityManager@ci.smithville.tx.us](mailto:CityManager@ci.smithville.tx.us)  
(512) 237-3282

**With a copy to:**

**If to PHI:**

PHI Health, LLC  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008  
Attn: David Motzkin, President  
Email: [dmotzkin@phiairmedical.com](mailto:dmotzkin@phiairmedical.com)

**With a copy to:**

PHI Health, LLC  
Attn: PHI Legal Affairs Department  
2800 N. 44<sup>th</sup> Street, Suite 800  
Phoenix, Arizona 85008

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

5.4 Independent Contractor Status. PHI is an independent contractor and is not the CITY's employee. PHI's employees or subcontractors are not the CITY's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No Party has authority to enter into contracts as agent for the other Party. PHI and the CITY agree to the following rights consistent with an independent contractor relationship:

- (1) PHI has the right to perform services for others during the term hereof.
- (2) PHI has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) PHI has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) PHI or its employees or subcontractors shall perform services required hereunder, and the CITY shall not hire, supervise, or pay assistants to help PHI.
- (5) Neither PHI nor its employees or subcontractors shall receive training from the CITY in skills necessary to perform services required by this Agreement.
- (6) CITY shall not require PHI or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither PHI nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the CITY.

5.5 Counterparts; Authority. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

**PHI HEALTH, LLC d/b/a PHI AIR MEDICAL    CITY OF SMITHVILLE, TEXAS**

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

Name: David Motzkin

Title: President

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

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

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

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

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



**ATTACHMENT A:**

**CUSTOMER LIST RESIDENTIAL MARCH 2023**

Please see the attached Excel Spreadsheet entitled "Customer List Residential March 2023 a copy of which is attached to this Agreement and incorporated by this reference. The attached Customer List Residential March 2023 may be updated from time to time by mutual agreement of both parties.

**EXHIBIT 1**  
**PHI Cares**  
**General Terms and Conditions**

**Membership**

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date.

As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

**Billing**

Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors, including whether or not you have healthcare insurance coverage.

A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third-party payor, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport.

PHI will bill your healthcare insurer or other third-party payor (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payor, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payor to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft.

PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

**Eligibility & Availability**

Medicaid participants are not eligible for membership in the PHI Cares Program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport.

Passenger weights and other operating restrictions may limit our ability to transport a Member. PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances.

Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider. Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at [www.PHICares.com](http://www.PHICares.com) or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

### **Service Area**

Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website: [www.phicare.com/coverage.shtml](http://www.phicare.com/coverage.shtml) or contact the membership office directly.

### **Notifying PHI Cares Membership Department of Transport**

You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: **1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.**

### **Termination and Renewal of Coverage**

PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change. It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

### **Acknowledgment**

You acknowledge that all information included in the completed application is correct to the best of your knowledge, including all health insurance information. If your healthcare insurance is no longer in effect at the time air medical services are rendered, your PHI Cares membership will not cover your air medical transport charges, unless you have notified PHI Cares of such cancellation and have paid the supplemental membership fee charged to PHI Cares members who do not have healthcare insurance. Any changes in your healthcare insurance information, including the cancellation of healthcare insurance coverage, must be reported to the PHI Cares membership office within five (5) business days of such change or cancellation.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.



Item # 14



## 2023 Airport Hay Contract Request for Proposal (RFP) Bid Tabulation Sheet

Item	Respondent	Address	Email Address	Phone	Bid
1	Hurta Cattle Company	874 Loop Rd. / Smithville, TX / 78957	<a href="mailto:hurtacade@yahoo.com">hurtacade@yahoo.com</a>	512-284-1402	\$6,053.00
2	John Badders Farm and Ranching Services	PO Box 393 / Smithville, TX / 78957	<a href="mailto:hbadders@yahoo.com">hbadders@yahoo.com</a>	512-304-5189	\$2,100.00
3					
4					
5					

The City of Smithville published Request for Proposals (RFP) in the Austin American Statesman on March 15, 2023 and March 22, 2023 seeking a contractor for the exclusive right to cut and bale hay at the Smithville-Crawford Municipal Airport (located at 765 NW Loop 230). Two (2) contractors submitted sealed proposals that were opened and read aloud in the City Council Chambers at 10:15 am on April 3, 2023. John Badders Farm and Ranching Services submitted a bid for \$2,100 per year for the 2-year contract. Hurta Cattle Company's submitted a bid for \$6,053 per year for the 2-year contract (see bid tabulation above). As such, it is recommended that the **Hurta Cattle Company** be awarded the hay contract as the highest bidder. This will be an item for discussion and action during the April 10, 2023 City Council meeting.

***Smithville Municipal Airport  
Hay & Mowing Contract Agreement***

STATE OF TEXAS            )

COUNTY OF BASTROP       )        KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF SMITHVILLE     )

This Agreement is entered into this 11<sup>th</sup> day of April, 2023, between the City of Smithville (hereinafter referred to as "City") and the Hurta Cattle Company c/o Cade Hurta (hereinafter referred to as "Contractor") who covenants and agrees as follows:

**SECTION 1. - CONTRACT AREA**

The contract area for this agreement shall be the Smithville-Crawford Municipal Airport. The agreement shall encompass all of the Airport property currently fenced and bounded by Highway 71 and Highway 95, as shown on Exhibit "A", attached hereto and incorporated herein.

**SECTION 2. - TERM**

This contract shall be for a term of two (2) years, beginning May 1, 2023 and ending April 30, 2025. This contract may be extended for subsequent one-year terms upon mutual agreement of both parties.

**SECTION 3. - CONSIDERATION**

As consideration for the exclusive right to cut and bale hay at the Airport, Contractor agrees to the following:

- a. Mow all Airport property within 25 feet of the runway, taxiway, and access road(s) to a height of 6 inches or less;
- b. Mow all Airport property within 50 feet from any hangar to a height of 6 inches or less;
- c. Provide for the growing, cutting, baling, and bale removal on remaining Airport property. Hay bales may not be placed within 500 feet of runway end;
- d. Any property that is not conducive to the baling of hay shall be kept mowed to a height of 12 inches or less (e.g., fence lines, ditches, etc.);
- e. Contractor shall be responsible for keeping airport property mowed year-round (as noted in "a" through "d" above) and irrespective of typical "hay season" per Exhibit "A".

As further consideration, Contractor shall pay to the City of Smithville the sum of \$ 6,053<sup>00</sup> per year for the exclusive right to hay. Payment shall be made on or before the start of the contract and thereafter annually on the anniversary of the first payment. **Make check payable to the City of Smithville / P.O. Box 449 / Smithville, TX / 78957.**



#### SECTION 4. - PERMITTED USE

Contractor may use the property for cutting, baling, and/or shredding only. **Storage of finished hay bales will be allowed as long as such storage does not interfere with airport operations.** No hay bale shall be left within 500 feet of either end of the runway or within 30 feet of edges of runway or taxiway at any time. Contractor is responsible for the removal of all hay bales upon termination of this agreement.

#### SECTION 5. - SUBLEASE, ASSIGNMENT, OR SALE

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 City, to immediately terminate this contract agreement.

#### SECTION 6. - TERMINATION

A. This contract agreement may be terminated by City or Contractor if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. In the event Contractor fails to provide proof of required insurance, or uses the property for any illegal or unauthorized purpose, files bankruptcy, or violates any of the terms and conditions of this contract agreement, City has the right to terminate this contract agreement and retake possession of any property leased to or under the control of Contractor.

B. This contract may be terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both City and Contractor to be free of any and all requirements of this contract, except as contained in Section 6-C hereunder, and neither City nor Contractor shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

C. At the termination of this contract agreement, either by normal expiration, termination, or mutual agreement, Contractor shall peaceably vacate the premises.

#### SECTION 7. - HOLD HARMLESS

Contractor agrees to save and hold harmless City and its agents, servants, and employees from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Contractor's businesses, operation, occupancy, or use of the land or from any act or omission of Contractor's agents, servants, or employees. This indemnity agreement shall apply and protect City and its agents, servants, and employees even though it be contended, or even established, that said City or its agents, servants, or employees were negligent or that their conduct or omission in any way caused or contributed to any such liability, expense, cause of action, damage, and/or attorney's fees.

#### SECTION 8. - INSURANCE

Contractor shall maintain throughout the term of this Agreement, at its sole cost and expense, a policy or policies of general liability insurance (with contractual liability endorsement) insuring both Contractor and City against all claims, demand, or actions arising out of or in connection with Contractor's use of Airport property. The limits of such policy or policies

shall be in an amount not less than \$1,000,000 in respect of injuries to, or death of, any one person, and in an amount not less than \$1,000,000 with respect to any one occurrence or disaster, and in an amount not less than \$300,000 with respect to property damage or destroyed.

#### SECTION 9. - EXCLUSIONS

A. This contract agreement embraces the entire agreement of the parties mentioned herein pertaining to the land and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the land, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.

B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

D. 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- except that City Manager is acting on behalf of City.

E. 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 contract agreement shall be in Bastrop County, Texas.

F. 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.

G. Notification by either party shall be addressed as follows:

To City:	City of Smithville	To Contractor:	Cade Hurta
	C/O City Manager		PO Box 521
	P.O. Box 449		Smithville, TX / 78957
	Smithville, TX / 78957		(512) 284-1402
Email:	<a href="mailto:citymanager@ci.smithville.tx.us">citymanager@ci.smithville.tx.us</a>	Email:	<a href="mailto:hurtacade@yahoo.com">hurtacade@yahoo.com</a>

EXECUTED this 11<sup>th</sup> day of April, 2023.

City of Smithville

Contractor:

\_\_\_\_\_  
Robert Tamble, City Manager

\_\_\_\_\_  
Cade Hurta, Contractor

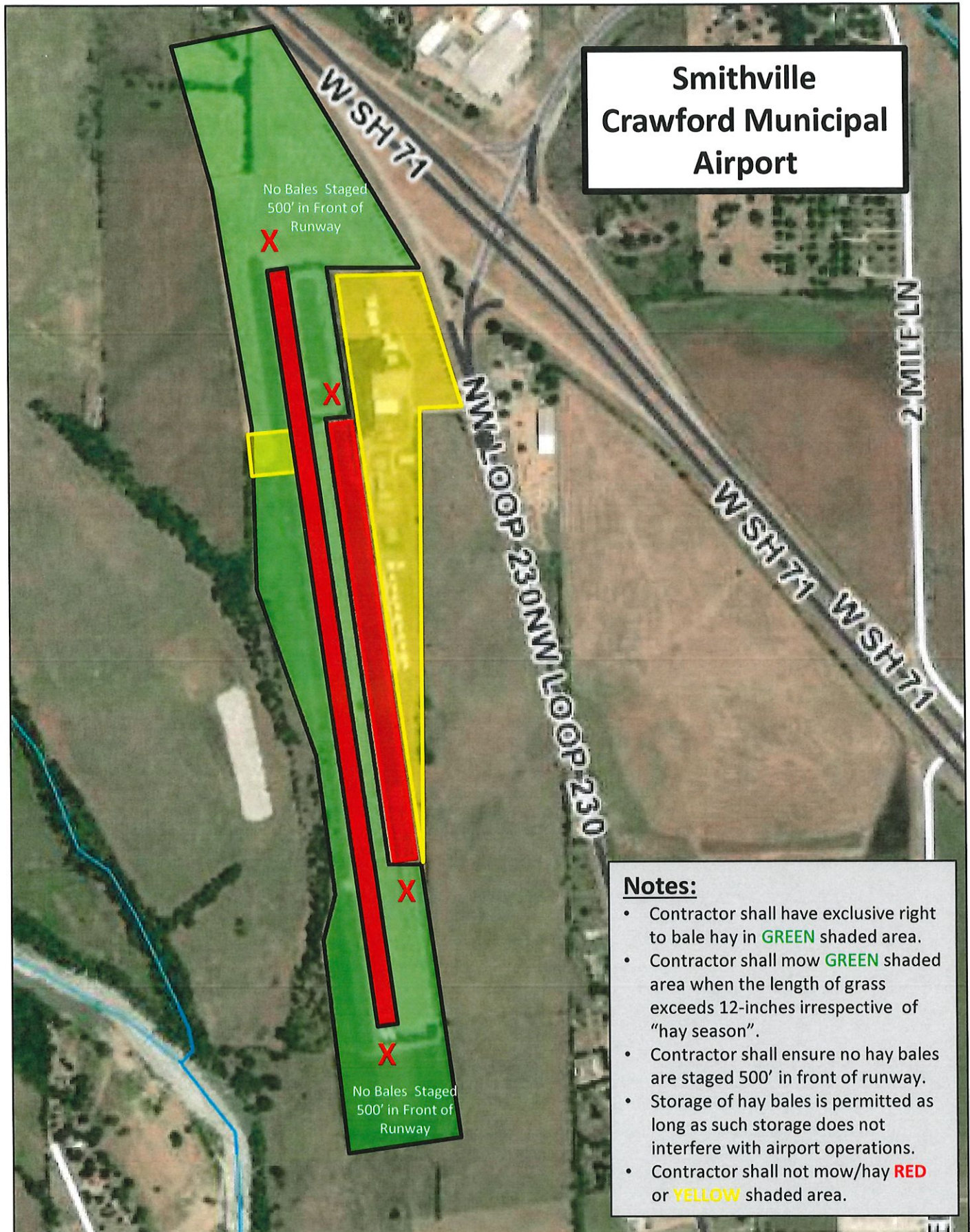
Attest:

Jennifer Lynch, City Secretary



# Exhibit A

## Airport Hay Contract – Mowing Area



# Bids Received



## Request for Proposals

### Mowing and Hay Rights at Smithville Municipal Airport

Contract shall be for a period of two (2) years.

The contract area for this agreement shall be the Smithville-Crawford Municipal Airport located at 765 NW Loop 230. The agreement shall encompass all of the Airport property currently fenced and bounded by Highway 71 and Highway 95.

As consideration for the exclusive right to cut and bale hay at the Airport, Contractor agrees to the following:

- a. Mow all Airport property within 25 feet of the runway, taxiway, and access road(s) to a height of 6 inches or less;
- b. Mow all Airport property 50 feet from any hangar to a height of 6 inches or less;
- c. Provide for the growing, cutting, baling, and bale removal on remaining Airport property. Hay bales may not be placed within 500 feet of runway end;
- d. Any property that is not conducive to the baling of hay shall be kept mowed to a height of 12 inches or less (e.g., fence lines, ditches, etc.);
- e. Contractor shall be responsible for keeping airport property mowed year-round (as noted in "a" through "d" above) and irrespective of typical "hay season" per Exhibit A. Copies of Exhibit A are available upon request. Contact the City Secretary (Jennifer Lynch) on 512-237-3282, extension 2106 or by email →jdlynch@ci.smithville.tx.us.

As further consideration, Contractor shall pay to the City of Smithville a sum of \$ N/A per month or lump sum of \$ 2,100.00 per year for the exclusive right to hay.

Other than weather-related delays (e.g., too wet to mow / hay), failure of Contractor to abide by the terms and conditions specified above will subject Contractor to breach of contract at which time said contract may be terminated 30-days after receipt of written notice from the City.

Sealed proposals are invited and will be received by the City of Smithville, Texas for mowing and hay rights at Smithville-Crawford Municipal Airport.

Proposals must be made in accordance with the instructions to Bidders furnished by the office of the City Manager.

Proposals must be delivered to the City Secretary on or before **April 3, 2023** at 10:00 a.m.

Proposals will be publicly opened and read aloud at 10:15 a.m. on the aforementioned date in the Council Chambers of City Hall.

The City reserves the right to reject any or all Proposals, to waive irregularities and /or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

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Robert Tamble

Publish: March 15, 2023

Publish: March 22, 2023



April 3, 2023

To: Robert Tamble, City Manager  
From: Konnor Hurta and Cade Hurta, DBA Hurta Cattle Company  
Re: Request for Proposals on Mowing & Hay Rights at Smithville Municipal Airport

Dear Mr. Tamble,

Per your Request for Proposals, Hurta Cattle Company hereby agrees to perform all activities stated in the City's Request for Proposal (attached) and pay the City \$6,053.00 per year for the exclusive right to cut and bale hay at the airport for a period of two years.

We are prepared to pay the first year's amount immediately upon request from the City should we be awarded the contract.

Respectfully submitted,



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Cade Hurta for Hurta Cattle Company

## Request for Proposals

### Mowing and Hay Rights at Smithville Municipal Airport

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- d. Any property that is not conducive to the baling of hay shall be kept mowed to a height of 12 inches or less (e.g., fence lines, ditches, etc.);
- e. Contractor shall be responsible for keeping airport property mowed year-round (as noted in "a" through "d" above) and irrespective of typical "hay season" per Exhibit A. Copies of Exhibit A are available upon request. Contact the City Secretary (Jennifer Lynch) on 512-237-3282, extension 2106 or by email →jdlynch@ci.smithville.tx.us.

As further consideration, Contractor shall pay to the City of Smithville a sum of \$\_\_\_\_\_ per month or lump sum of \$6,053.28 per year for the exclusive right to hay.

Other than weather-related delays (e.g., too wet to mow / hay), failure of Contractor to abide by the terms and conditions specified above will subject Contractor to breach of contract at which time said contract may be terminated 30-days after receipt of written notice from the City.

Sealed proposals are invited and will be received by the City of Smithville, Texas for mowing and hay rights at Smithville-Crawford Municipal Airport.

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Robert Tamble

Publish: March 15, 2023  
Publish: March 22, 2023