

# Item #5

**CITY OF SMITHVILLE**  
**COUNCIL MEETING MINUTES**  
JUNE 12, 2023

Present: Mayor Sharon Foerster, Councilmembers Janice Bruno, Bill Gordon, Tom Etheredge, Joanna Morgan, 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) Proclamation for "National Flag Day": Mayor Foerster read the proclamation.
- b) Proclamation for "Juneteenth": Councilman Etheredge read the proclamation.
- c) Proclamation for "Smithville Homecoming Week": Former Councilman Gordon read the proclamation.

Citizen Comments: None

Approval of the minutes from May 15, 2023 Council Meeting and Public Hearing and the May 31, 2023 Workshop. Councilman Etheredge made a motion to approve the minutes with the change to the May 15, 2023 meeting minutes to say Monica and Mark withdrew and voiced support for Mitchell Jameson. Councilwoman Bruno Seconded and the motion passed unanimously.

Hear recommendations from Planning and Zoning on the following:

- a) On a Zone Change from Single Family & Duplex District (SF-2) to Mixed Residential (MR), parcel ID21592 Bunte Addition Block 9 Lot 2, property owner Irene Leonard c/o Stephanie Hoffman: P&Z Chairman Brian Riewe said P&Z recommend approval of the zone change.

**Public Hearing:**

Hear Citizen's Comments:

- a) On a Zone Change from Single Family & Duplex District (SF-2) to Mixed Residential (MR), parcel ID21592 Bunte Addition Block 9 Lot 2, property owner Irene Leonard c/o Stephanie Hoffman: No one signed up to speak for or against this item.

Adjourn

**Open Meeting:**

Citizen Comments: None

Discussion and Action on an Ordinance Amending the Zoning from Single Family & Duplex District (SF-2) to Mixed Residential (MR) at 1502 Woodress Lane (Bunte Addition Block 9 Lot

2) and the entire block which includes 1504 Woodress Lane (Bunte Addition Block 9 Lot 3-4), and 1600 Woodress Lane (Bunte Addition Block 9 Lot 1) as requested by Stephanie Hoffman: Per City of Smithville Code of Ordinances, Chapter 14 - Zoning, Section 2.2.7, MR- Mixed Residential District, Paragraph D - Additional Site Design Standards: "The minimum size of a MR Mixed Residential District is two contiguous city blocks. Two contiguous city blocks share a common street. Two blocks diagonal from each other do not qualify. All property owners within the proposed area must request a zone change to the MR District." Councilwoman Bruno made a motion to approve the ordinance changing the zone from Single Family & Duplex District (SF-2) to Mixed Residential (MR). Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Certificate of Appropriateness (COA) for Main Gallery located at 201 Main Street, Owners Fred & Laurie Beck to paint a mural on the south wall: Carolyn Noya from the Historical Preservation Design Standards Advisory Committee said the committee recommended approving the COA. Councilman Etheredge made a motion to approve the COA. Councilman Jameson seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Certificate of Appropriateness (COA) to install retractable awnings for The Front Room Wine Bar located at 116 Main Street, Owner Victoria Allen: Caroline Noya from the Historic Preservation Design Standards Advisory Committee (HPDAC) said the committee recommended approving the COA. Councilwoman Bruno made a motion to approve the COA. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a License Agreement for the retractable awnings to encroach onto city right-of-way at The Front Room Wine Bar located at 116 Main Street, Owner Victoria Allen: The license agreement is needed to authorize the encroachment and indemnify the City against future liability claims should the retractable awnings fail in a manner that causes personal injury and/or property damage. Councilman Jenkins made a motion to approve the license agreement. Councilman Jameson seconded and the motion passed unanimously.

Citizen Comments: Leigh Killgore spoke

Hear recommendations from the task force on the Farmer's Market in downtown Smithville: Councilmember Etheredge opened the discussion regarding the task force recommendations pertaining to an Operating Agreement by and between City and Courtney Dyer for a proposed Farmer's Market utilizing the newly-constructed outdoor pavilion at the Railroad Park. The Task Force consisting of Ted LeVieux, Fred Beck, and Jeannie Ralph answered questions and had a discussion. There was discussion about the contract language that the fee would be waived and instead used to promote/advertise the Farmers Market. Some were against the fee being waived. The fee for the Gazebo was not included in the contract so there was discussion about that fee needing to be included and paid to the city and not waived.



Citizen Comments: Leigh Killgore spoke

Discussion and Action on a Lease Agreement for a Farmer's Market in Downtown Smithville: Councilman Etheredge made a motion to approve the Agreement as presented with the change that the operator will pay the current Gazebo fee. Councilman Jameson seconded and the vote was For: Bruno, Etheredge, and Jameson  
Against: Jenkins and Washington

Citizen Comments: None

Discussion and Action on an Ordinance Closing, Vacating, and Abandoning a Street in the City described generally as all of Pine Street between Mount Pleasant Addition Block 36 Lot 4 and Block 37, Lots 1; Authorizing the City Manager to execute a Quitclaim Deed to Elizabeth Koch: Ms. Koch would like the City of Smithville to abandon the remaining portion of the undeveloped Pine Street. The adjacent property owner (Daniel Kadlecsek) has agreed and provided a letter to that effect. If approved, Pine Street will be abandoned and placed on the tax roll. Councilman Etheredge made a motion to approve the ordinance. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: Leigh Kilgore/ Nancy Catherman

Discussion and Action on an Ordinance Amending the Planning and Zoning Ordinance: Councilman Etheredge made a motion to approve the Ordinance amendment with the removal of "Taxpayer" and verify the correct insertion of the code is documented. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments:

Discussion and Action on adding an extra Council Meeting each month and extending the regularly scheduled Council Meeting agendas: No action was taken on this item.

Citizen Comments:

Discussion and Action on clarification to the Rules of Procedure, Conduct, and Decorum at Meetings of the Smithville City Council: Councilman Etheredge made a motion to approve with the change to item III of the document to add as an example "City Manager and Council Person". Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Possible Action on the city website and message board update: Andy Esquivel provided an update regarding the city website re-design project to include the status of message boards. No action was taken.

Citizen Comments: None

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

Adjourn 7:57 p.m.



Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

**CITY OF SMITHVILLE**  
**WORKSHOP MEETING MINUTES**  
JUNE 14, 2023

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

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

Citizen Comments: None

Update on action items from the May 31, 2023 Workshop. Robert gave an update on the action items from the May 31<sup>st</sup> meeting.

Citizen Comments: Heather Larson, Josh Magdenand, and Adena Lewis

Presentation from Avenu Insights & Analytics on Short-Term Rental Administration. Brandi with Avenu Insights & Analytics gave her presentation on the Short-Term Rental software.

Citizen Comments:

Discussion and Possible Action on Short-Term Rental Administration Agreement. The Council agreed to have City Manager Robert Tamble draft the contract and place it on the July 10, 2023 City Council Meeting. No action was taken.

Citizen Comments: None

Presentation from Jason Rammel on a Short-Term Rental Ordinance. There was no presentation on Short-Term Rental we will bring it back at a later date. No action was taken

Citizen Comments: None

Discussion and Possible Action on a Short-Term Rental Ordinance. No action was taken

Citizen Comments: None

Presentation from Jason Rammel on a Subdivision Ordinance. Jason Rammel went over the draft Subdivision ordinance and answered any questions the Council had. No action was taken.

Citizen Comments: None

Discussion and Possible Action on a Subdivision Ordinance. No action was taken.

Adjourned at 7:44 p.m.

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

Attest:

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

**CITY OF SMITHVILLE**  
**WORKSHOP MEETING MINUTES**  
JUNE 21, 2023

Present: Mayor Sharon Foerster, Councilmembers Janice Bruno, Tom Etheredge, Jimmy Jenkins, Mitchell Jameson, and City Manager Robert Tamble. Not present Tyrone Washington.

**Workshop:**

Citizen Comments: Adena Lewis

Review of past grant activity. Jill Strube gave her presentation and answered questions. No action was taken.

Citizen Comments:

Review of processes

- a. Grant Seeking
- b. Grant Awarding
- c. Public Participation

Jill Strube continued her presentation on public participation and how she seeks, and awards grants. No action was taken.

Citizen Comments: Leigh Killgore & Michelle Gardella

Discussion and Action: New Philanthropy / Cultural District forms for approval prior to distribution: Councilwoman Bruno made a motion to table the Cultural District form until the July Council meeting. Councilman Etheredge seconded and the motion passed unanimously.

Councilman Etheredge read a letter from Simmon Madera, a local business owner, about spending tax dollars to bring people to Smithville to support local businesses.

Mayor Foerster asked Mr. Synott to come up and speak. He spoke about his development in Smithville.

The Council came back to the discussion about the new philanthropy form. Councilwoman Bruno said it is similar to what Bastrop County uses and wants to get this going and made a motion to approve the form. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments:

Discussion and Action: Community Engagement Coordinator "Signage" Proposals. The Council had four proposals that were presented to redo the sign coming into Smithville off Loop 230 and Hill Rd. Councilman Jameson made a motion to approve the "Unity in Bloom" concept by Michelle Gardella and Ana Luev Ano-Young. Councilman Jenkins seconded and the motion passed unanimously.



Adjourned at 8:00 p.m.

Attest:

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

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

# Item #6

# CITY OF SMITHVILLE

## PLANNING & ZONING APPLICATION

### APPLICATION TYPE

Zoning Change Request:

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

Number of Requests:

- ☐ Single
- ☐ Multiple

### PROPERTY IDENTIFICATION

Street Address 7th Avenue

\*\*\* 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: Mt. Pleasant Addition

Property Tax Code: R42609 Block Number: Block 36 Lot Number: 4

Property Owner  
(as listed on Deed): Dennis Koch

Property Owner  
Mailing Address: 201 5th avenue, Smithville, TX 78957

Owner's Phone No: 512-784-1669 Owner's Email: dennispkoch@yahoo.com

Agent's Name  
(if applicable): Andy Oates

Agent's Mailing  
Address: P.O. Box 1209, Smithville, TX 78957

Agent's Phone No: 512-563-7446 Agent's Email: Oatesbuild@gmail.com



## 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:

Waive the entire 25 foot front set-back, 25 foot rear set-back, and 10 foot ~~west~~ side set-backs *\$ 15 foot side set-back on westside, if considered as a corner lot.*

Describe special use requested:

To allow planned home to fit on the lot

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

The lots have an existing 35 foot easement set-back from the street. The additional 25 foot set back within the lot in both the front and rear limit the size of a home to 75 feet in depth. The planned home is 93 feet, due to a side entry garage creating an "L" shape design, which makes the depth much longer than just the main living part of the house. In addition the side set-backs are 10 feet for a two story house on both sides of the lot, limiting the width of a house to only 55 feet, our house is roughly this width which allows no room for error in the construction. We feel the 35 foot easement in the front is sufficient set-back considering neighboring blocks do not have this additional easement. Also, we own the lot to the east, and an unbuilt 60 foot road is to the west and vacated alley to the rear, so we see no infringements to neighboring owners for our variance request. Waiving the rear set-back will allow for us more flexibility on positioning the home further from the front of the lot.

## 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: *[Signature]*

Date: 4/5/2023

### OFFICE USE ONLY:

Fee Amount: 675

Fee Payment: 675

P&Z Date: June 6, 2023

Council Date: July 10, 2023

Accepted By: *[Signature]*

Date Submitted: 4-5-2023



Notice sent to property owners within 200 feet of proposed property



## Planning and Zoning Variance Criteria: Ordinance and Request for Variance

### Request for Variance

Please answer the following questions as detailed as possible so that the City Council has enough information to consider this request, include information on additional pages if necessary:

Will granting this variance have any negative effect on the good order and functioning of the community and government affairs for the well-being of citizens?

*We do not believe it does. there is an existing 35 foot easement that should be sufficient.*

Explain the special condition affecting the property.

*~~because~~ The setbacks limit the size of the house beyond a typical size home with an extended garage or detached.*

Explain the unnecessary hardship caused by the special condition.

*surrounding setbacks limit the size of a house beyond the size needed.*

Variances may be granted only when in harmony with the general purpose and intent of this Ordinance so that the public health, safety, and welfare may be secured and substantial justice is done. Will substantial justice be done if this variance is granted? Explain.

*This land has been in our family for over 100 years. Our house, planned, is not overly large. It's planned to be 2500 square feet. Our house will allow us to be next to my aging mom and*

For land being used or developed for a reason other than a homeowner building or improving the homeowner's residence, there is no unnecessary hardship unless:

- (1) Without the requested variance, the Code of Ordinances of the City of Smithville does not permit any reasonable use of the land;
- (2) The hardship complained of is not self-created; and
- (3) The hardship complained of is not a financial hardship only.
- (4) The cost of compliance with the zoning ordinance is greater than 50 percent of the appraised value of the structure as shown on the most recent certified appraisal roll; or
- (5) Compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development may physically occur; or
- (6) Compliance would result in the structure not in compliance with a requirement of another city ordinance, building code, or other requirement; or
- (7) Compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (8) The city considers the structure to be a nonconforming structure



Explain how the unnecessary hardship meets all of the above criteria.

Existing easements will ensure a house is built to fit into normal expectations of appearance from roads & neighbors. The additional set-backs would limit the use so much, that it would create something that would look out of the ordinary. It would reduce the potential value of the property & home.

☒ By checking this box, I affirm that granting this variance will not negatively affect land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the area, and the probable effect of such variance upon traffic conditions and upon the public health, safety, and general welfare in the vicinity.

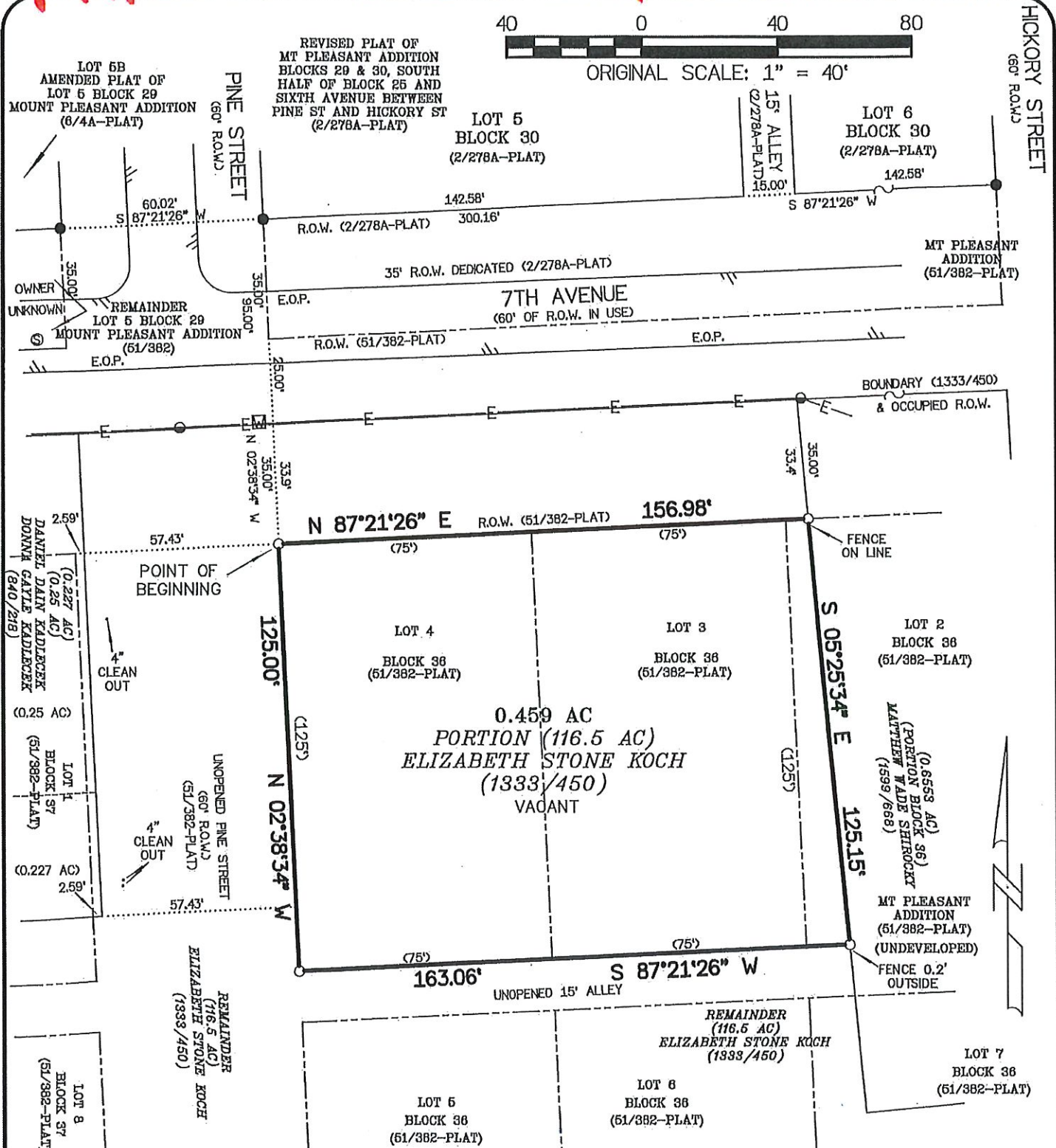
Other Comments:

This land has been owned by my family for generations. We have nothing but great love, appreciation, and expectations for it and to ensure the value is held for future generations.

Signature: Dennis Koch Print Name: Dennis Koch Date: 4/4/2023



# This is NOT Official Plat



NOTE: HORIZONTAL CONTROL (BEARING BASIS)  
PER GRID NORTH, TEXAS CENTRAL COORDINATE  
ZONE, NAD83.

NOTE: THIS PROPERTY IS SUBJECT TO:  
RESTRICTIVE COVENANTS AND ANY EASEMENTS, EASEMENT RIGHTS,  
EXCEPTIONS AND/OR RESERVATIONS (51/382-PLAT) (1333/450)

FLOOD NOTE:  
THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND IS NOT WITHIN  
THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY  
MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.)  
PANEL NO. 48021C 0395 E DATED JAN. 19, 2006.  
WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY, DOES NOT  
INDICATE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT



## LEGEND

- IRON ROD SET
- IRON ROD FOUND
- X— POWER POLE
- E— WATER METER
- (XXX)— SANITARY SEWER MANHOLE
- E.O.P.— WIRE FENCE
- (XXX)— OVERHEAD ELECTRICAL LINE
- (XXX)— RECORD DATA
- E.O.P.— EDGE OF PAVEMENT

MAYOR  
SHARON FOERSTER  
MAYOR PROTEM  
WILLIAM GORDON  
COUNCIL MEMBERS  
JANICE BRUNO  
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

05/10/2023

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 June 6, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

**Discussion and action on a variance for zero lot line on front, rear, and side yard setbacks for Property ID 8730020, Mt. Pleasant Addition, Block 36, Lot 4, property owner Dennis Koch, agent Andy Oates.**

The Commission will hear all citizens' concerns for or against the variance 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 July 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.*



<u>prop_id</u> , <u>i_file</u> , <u>s_name</u>	<u>legal_desc</u>	<u>situs_num</u> , <u>situs_street</u>	<u>s'</u> , <u>situs_city</u>	<u>situs_stat</u> , <u>situs_zip</u>	<u>addr_line#</u>	<u>addr_line2</u>	<u>addr_dty</u> , <u>addr_state</u> , <u>zip</u>
141267 STEPHENSON, COREY JAMES	M Pleasant, BLOCK 29, Lot 58, (AMENDED PLAT OF LOT 5)					500 7TH AVE	SMITHVILLE TX 76957
15816 KOCH, ELIZABETH STONE	A33 GAZLEY, THOMAS J., ACRES 1.000	706 HICKORY ST	SMITHVILLE TX	76957	P O BOX 783	SMITHVILLE TX	76957
22118 WINSLETT, JERI & WALTER	A33 GAZLEY, THOMAS J., ACRES 1.070	701 HICKORY ST	SMITHVILLE TX	76957	701 HICKORY ST	SMITHVILLE TX	76957
22133 KADLECCK, DANIEL A DONNA	A33 GAZLEY, THOMAS J., ACRES 1.500D	507 7TH AVE	SMITHVILLE TX	76957	507 7TH AVE	SMITHVILLE TX	76957
22250 WINSLETT, WALTER EVAN & JERI NEIL WINSLETT	A33 GAZLEY, THOMAS J., ACRES 4.893	609 HICKORY ST	SMITHVILLE TX	76957	STEPHEN	218 MAIN ST	SMITHVILLE TX 76957
42609 KOCH, ELIZABETH STONE	A33 GAZLEY, THOMAS J., ACRES 88.541				P O BOX 783	SMITHVILLE TX	76957
60663 MOSQUEDA, SCOTT & HOPE	M Pleasant, BLOCK 29, Lot 5A, (AMENDED PLAT OF LOT 5)	502 NW 7TH AVE	SMITHVILLE TX	76957	502 7TH AVE	SMITHVILLE TX	76957
60664 STREUER LLC	M PLEASANT, BLOCK 29, LOT 6	601 PINE ST	SMITHVILLE TX	76957	219 MAIN STREET	SMITHVILLE TX	76957
60668 DELHOUWME, ROBIN C & SHEILA A	MT PLEASANT, BLOCK 30, LOT 4	605 PIKE ST	SMITHVILLE TX	76957	605 PINE STREET	SMITHVILLE TX	76957
60669 ROOKS, BENNIE JR IN UNDA	MT PLEASANT, BLOCK 30, LOT 4				400 7TH AVE	SMITHVILLE TX	76957
60670 ROOKS, BENNIE JR & UNDA	MT PLEASANT, BLOCK 30, LOT 5	400 7TH AVE	SMITHVILLE TX	76957	400 7TH AVE	SMITHVILLE TX	76957
60671 GARRISON, ASHLEY	MT PLEASANT, BLOCK 30, LOT 6	608 HICKORY ST	SMITHVILLE TX	76957	608 HICKORY ST	SMITHVILLE TX	76957
60672 GARRISON, ASHLEY	MT PLEASANT, BLOCK 30, LOT 7				608 HICKORY ST	SMITHVILLE TX	76957
60673 JEFFREY, BOBBY LLOYD	MT PLEASANT, BLOCK 30, LOT 8	604 HICKORY ST	SMITHVILLE TX	76957	106 GARWOOD ST	SMITHVILLE TX	76957
71472 SHIROKICH, MATTHEW WADE	MT PLEASANT, BLOCK 36, LOT 1-2,7,8, ACRES 0.6553	700 HICKORY ST	SMITHVILLE TX	76957	700 HICKORY ST	SMITHVILLE TX	76957
8730020 KOCH, DENNIS PAUL	A33 GAZLEY, THOMAS J., ACRES 0.459				201 5TH AVE	SMITHVILLE TX	76957



# 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 403 Romona Street, Smithville, TX 78957

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

Legal description

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

Subdivision Name:

Smithville Townsite

Property Tax Code:

R103263 & R19166

Block Number: 12

Lot Number: \_\_\_\_\_ Lots 7 & 8, & Adjacent Alley

Property Owner  
(as listed on Deed):

John & Leigh Killgore

Property Owner  
Mailing Address:

403 Romona Street, Smithville, TX 78957

Owner's Phone No:

713-962-3585

Owner's Email: leighkillgore@outlook.com

Agent's Name  
(if applicable):

Jon Snyder, Snyder Construction Group

Agent's Mailing  
Address:

P.O. Box 193 Giddings, TX78942

Agent's Phone No:

512-304-8928

Agent's Email: jon@snyderconstructiongroup.com

## DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

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

Describe variance requested:

Describe special use requested:

N/A. This is a residential plat for use by homeowners.

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

The request is being submitted to remove the eastern alley property line/pin.

## 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: \_\_\_\_\_

*High Killgore*

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

*6/2/2023*

### OFFICE USE ONLY:

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

*675*

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

*675*

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

*July 5, 2023*

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

*July 10, 2023*

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

*Shawn Henderson*

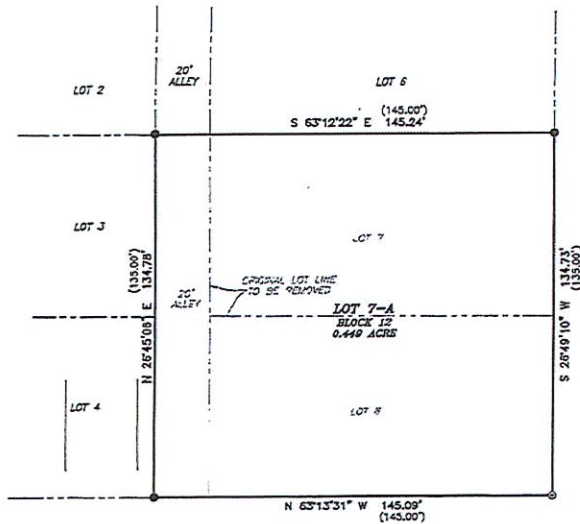
Date Submitted: \_\_\_\_\_

*6-2-2023*

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



# SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 7 & 8, & ADJACENT ALLEY, BLOCK 12



## NW 4th STREET (70' R.O.W.)

STATE OF TEXAS }  
COUNTY OF BASTROP }

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JOHN KILLGORE AND LEIGH KILLGORE, BEING THE OWNERS OF LOTS 7 AND 8, AND A PORTION OF A 20' WIDE ALLEY, EAST OF CLEVELAND STREET AND WEST OF RAMONA STREET, BLOCK 12, OF THE ORIGINAL TOWNSITE TO THE CITY OF SMITHVILLE AS RECORDED IN PLAT CABINET NO. 1, PAGE 244, PLAT RECORDS OF BASTROP COUNTY, TEXAS AND AS CONVEYED TO US BY DEEDS RECORDED IN DOCUMENT #202302237 AND VOLUME 1543, PAGE 309 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS AND DOES HEREBY AMEND SAID LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON TO BE KNOWN AS:

### SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 7 & 8, & ADJACENT ALLEY, BLOCK 12

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

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

JOHN KILLGORE  
403 ROMONA STREET  
SMITHVILLE, TEXAS 78957

LEIGH KILLGORE  
403 ROMONA STREET  
SMITHVILLE, TEXAS 78957

STATE OF TEXAS }  
COUNTY OF BASTROP }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN KILLGORE, 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

STATE OF TEXAS }  
COUNTY OF BASTROP }

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

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

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

STATE OF TEXAS }  
COUNTY OF BASTROP }

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

01/03/2023  
JAMES E. GARON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
REG. NO. 4303  
185 McALLISTER ROAD  
BASTROP, TEXAS 78602  
PH. 512-303-4185 FAX 512-321-2107  
JAMESGARON.COM

CITY OF SMITHVILLE

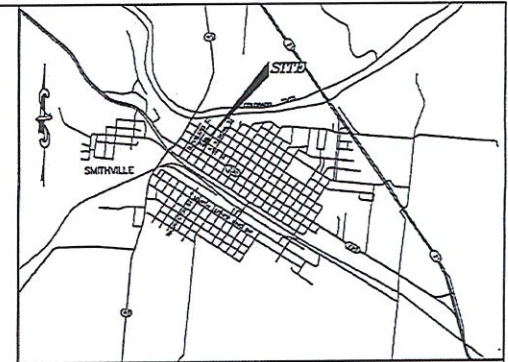
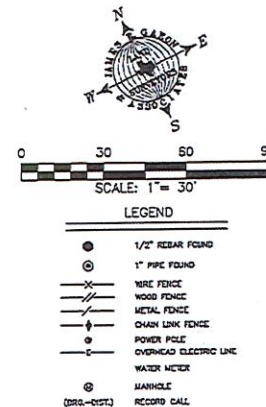
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE CITY MANAGER OF SMITHVILLE, TEXAS.

MANAGER \_\_\_\_\_

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

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

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



LOCATION MAP  
NOT TO SCALE

#### FLOOD PLAIN NOTE:

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

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

#### PLAT NOTES:

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

STATE OF TEXAS }  
COUNTY OF BASTROP }

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

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

DEPUTY \_\_\_\_\_

KRISTA BARTSCH  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

### SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 7 & 8, & ADJACENT ALLEY, BLOCK 12

FIELD BOOK: B-081/710-78  
FILE: Survey/Cad/City of Smithville/Smithville Townsite/2023/Plat/2023-Plat-006



**JAMES E. GARON & ASSOC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
Firm Reg. #10058400 & F-20385  
185 McAllister Road  
Bastrop, Texas 78602  
(512) 303-4185  
jgaron@astin.tx.com  
www.jamesegaron.com

JANUARY 3, 2023



# 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 300 San Jacinto, Smithville, Texas 78957

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

Legal description

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

Subdivision Name: Smithville Townsite

Property Tax Code: 20778 Block Number: 88 Lot Number: 6 & 7

Property Owner  
(as listed on Deed):

Karl & Lisa Shackelford

Property Owner  
Mailing Address:

1608 West 34th Street, Austin, Texas 78757

Owner's Phone No:

512-731-5618

Owner's Email:

karl@shacklaw.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)

Convert 2 lots into 1 lot. Proposed amending plat attached.

## 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: 6-2-23

### OFFICE USE ONLY:

Fee Amount: 675

Fee Payment: 675

P&Z Date: July 5, 2023

Council Date: July 10, 2023

Accepted by: [Signature]

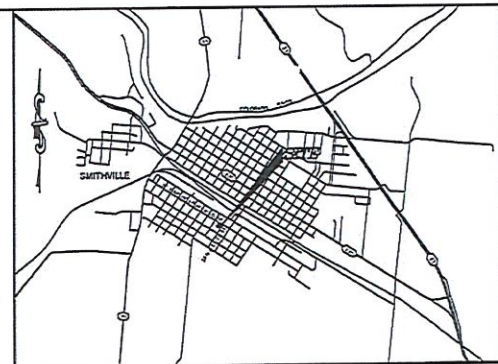
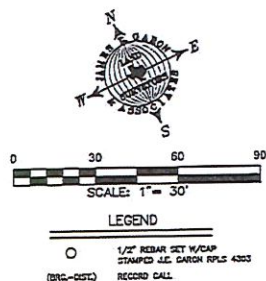
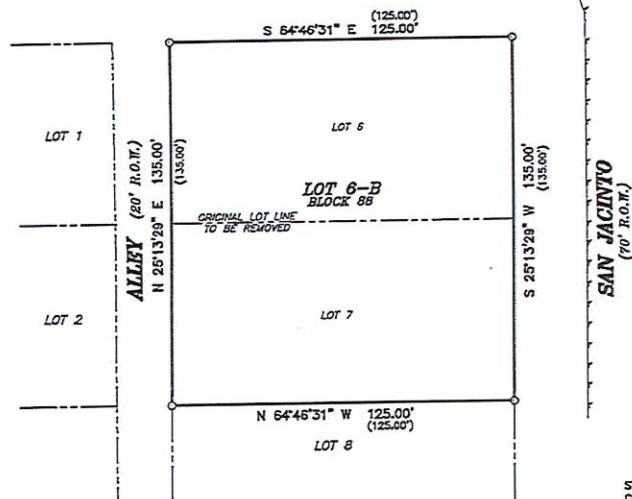
Date Submitted: 6-6-2023

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



# SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 6 & 7, BLOCK 88

SE MARTIN LUTHER KING BLVD.  
(70' R.O.W.)



LOCATION MAP  
NOT TO SCALE

## FLOOD PLAIN NOTE:

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STATE OF TEXAS  
COUNTY OF BASTROP

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

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

DEPUTY

KRISTA BARTSCH  
COUNTY CLERK  
BASTROP COUNTY, TEXAS

## SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 6 & 7, BLOCK 88

FIELD BOOK: B-038/110-01  
FILE: Survey/Smithville/City of Smithville/Townsite/134223-Plat/134223-Field



**JAMES E. GARON & ASSOC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
Firm Reg. #10058400 & F-20385  
185 McAllister Road  
Bastrop, Texas 78602  
(512) 303-4185  
jgaron@austin.rr.com  
www.jornesgaron.com

FEBRUARY 21, 2017

STATE OF TEXAS  
COUNTY OF BASTROP

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

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

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

STATE OF TEXAS  
COUNTY OF BASTROP

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

02/21/2017  
DATE

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

CITY OF SMITHVILLE

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

MANAGER

ATTEST:

CITY SECRETARY

ATTEST:

STATE OF TEXAS  
COUNTY OF BASTROP

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, KARL A. SHACKELFORD AND LISA M. SHACKELFORD, BEING THE OWNERS OF LOTS 7 AND 8, AND A PORTION OF A 20' WIDE ALLEY, EAST OF CLEVELAND STREET AND WEST OF RAMONA STREET, BLOCK 12, OF THE ORIGINAL TOWNSITE TO THE CITY OF SMITHVILLE AS RECORDED IN PLAT CABINET NO. 1, PAGE 244, PLAT RECORDS OF BASTROP COUNTY, TEXAS AND AS CONVEYED TO US BY DEED RECORDED IN DOCUMENT #201702946 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS AND DOES HEREBY AMEND SAID LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON TO BE KNOWN AS:

## SMITHVILLE TOWNSITE, AMENDING PLAT OF LOTS 6 & 7, BLOCK 88

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

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

KARL A. SHACKELFORD  
2601 TWIN OAKS DRIVE  
AUSTIN, TEXAS 78757

LISA M. SHACKELFORD  
2601 TWIN OAKS DRIVE  
AUSTIN, TEXAS 78757

STATE OF TEXAS  
COUNTY OF BASTROP

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

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

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

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

June 6, 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 July 5, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

**Discussion and action on a minor/amending replat request to combine two lots and an alley into one lot, property ID 103263 & 19166, Smithville Townsite, block 12 Lots 7 & 8 and the adjacent alley, property owners John and Leigh Killgore, Agent Jon Snyder, Snyder Construction Group.**

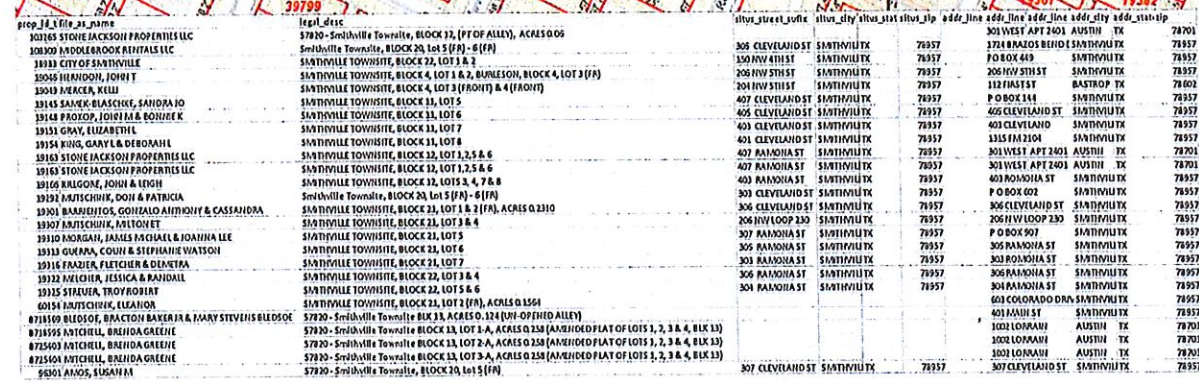
The Commission will hear all citizens' concerns for or against the minor/amending replat request. A recommendation will be given at the City Council meeting by the Planning and Zoning Commission. The City Council will hold a public hearing and Council meeting to discuss and seek action on July 10, 2023, 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.*





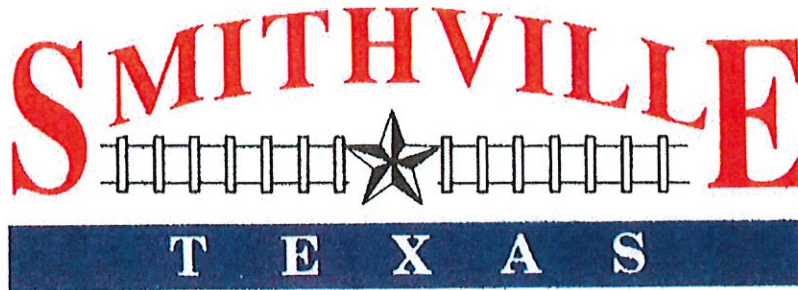


MAYOR  
SHARON FOERSTER

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

June 6, 2023

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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 July 5, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

**Discussion and on an amending replat request to combine two lots into one lot, property ID 20778, Smithville Townsite Block 88 lots 6 & 7, 300 San Jacinto Street, property owners Karl and Lisa Shackelford.**

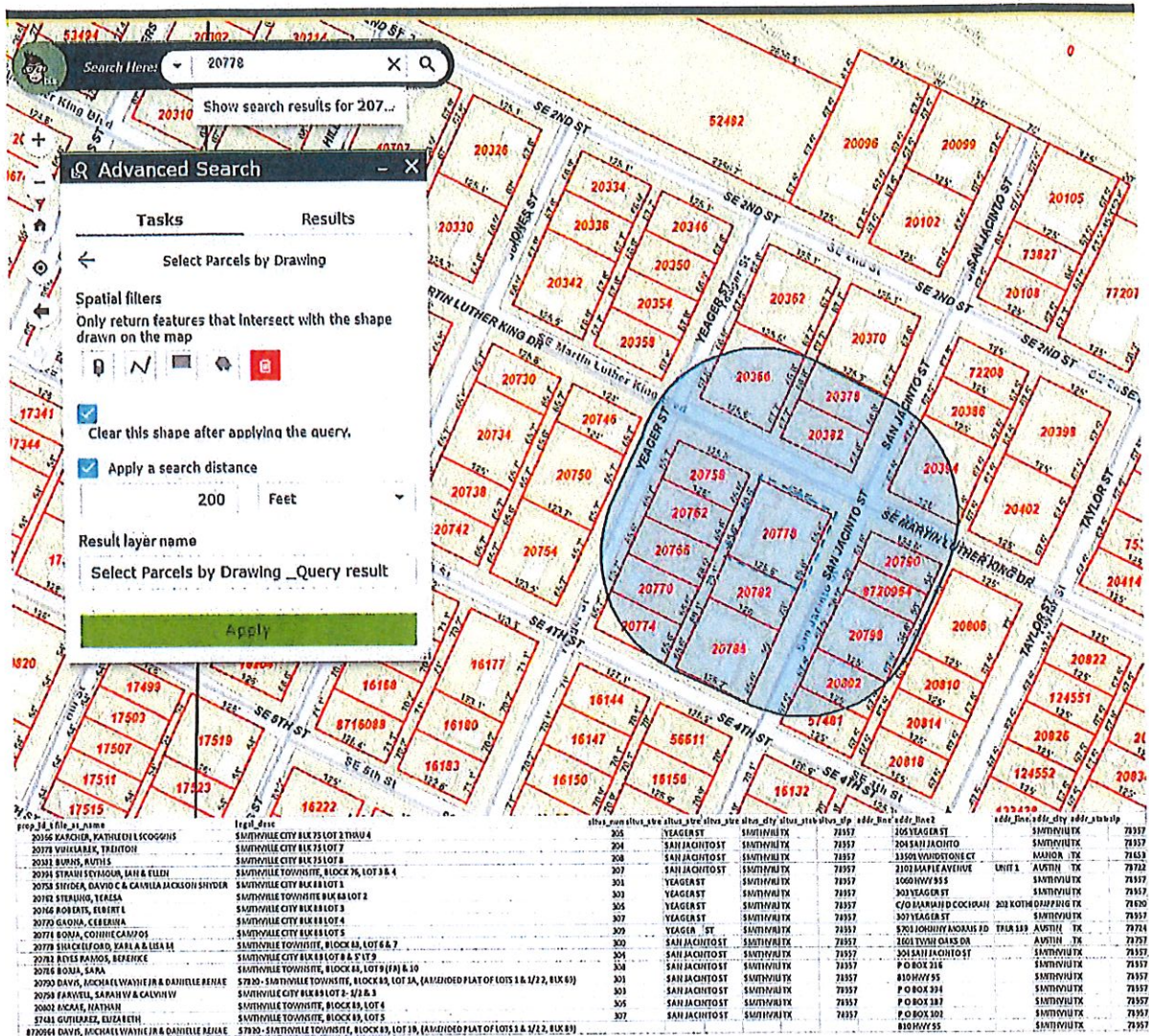
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**Please follow us on our YouTube Page:**

([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 #10

**ORDINANCE NO. 2023-635**

**AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS APPROVING A VARIANCE OF ZERO LOT LINE FOR FRONT, REAR AND SIDE YARD SETBACKS UNDER SECTION 2.2.2 (C) , CHAPTER 14, ZONING ORDINANCE, CITY OF SMITHVILLE CODE OF ORDINANCES FOR PROPERTY LOCATED AT MT PLEASANT ADDITION BLOCK 36, LOT 4; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Dennis Koch has filed an Application for Variance, attached hereto as Exhibit A and incorporated herein for all purposes (the “*Application*”), related to the property located at Mt. Pleasant Addition Block 36, Lot 4, seeking a variance from the rear, side and front yard setbacks in Section 2.2.2 (C), Chapter 14, Zoning Ordinance, City of Smithville Code of Ordinances (the “*Ordinance*”) to the extent and for the reasons set forth in the Application (the “*Variance*”);

**WHEREAS**, pursuant to Texas Local Government Code § 211.009(a)(3), the City Council of the City of Smithville, sitting as the Board of Adjustment, has the authority to grant a variance from the terms of the Ordinance if the City Council determines that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of the Ordinance would result in unnecessary hardship, and so that the spirit of the Ordinance is observed and substantial justice is done;

**WHEREAS**, the concurring vote of 75 percent of the members of the City Council is necessary to authorize a variance pursuant to Texas Local Government Code § 211.009(c);

**WHEREAS**, the City Council has received the recommendation regarding the Variance from the Planning and Zoning Commission;

**WHEREAS**, the City Council has taken into account the nature of the proposed land use, existing uses of land in the vicinity, the number of persons who will reside or work in the area, and the probable effect of such variance upon traffic conditions and upon the public health, safety convenience and welfare in the vicinity;

**WHEREAS**, the above considerations and the facts contained in the Application and presented during a public hearing, the City Council makes affirmative findings as to all of the following:

- (1) the Variance will not be contrary to the public interest;
- (2) there are special conditions;
- (3) because of the special conditions, literal enforcement of the Ordinance would result in

unnecessary hardship;

- (4) the spirit of the ordinance will be observed; and
- (5) substantial justice is done;

**WHEREAS**, the following conditions are desirable in the public interest (the “*Conditions*”):

- (1) The Property may only be developed substantially in accordance with the plan included in Exhibit A; and
- (2) Granting the Variance does not constitute approval of any other variances or other matters which may be depicted in the Application;

**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 of the City of Smithville, Texas, have given requisite notices by publication and otherwise; 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.** Based on the above findings of fact, the City Council hereby GRANTS the Variance subject to the Conditions.
- 3. **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.
- 4. **Effective Date.** This Ordinance shall be effective as of the date of adoption.

**PASSED, APPROVED AND ADOPTED THIS 10<sup>th</sup> DAY OF JULY, 2023.**



**APPROVED:**

---

Sharon Foerster, Mayor

**ATTEST:**

---

Jennifer Lynch, City Secretary

# 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 7th Avenue

\*\*\* 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: Mt. Pleasant Addition

Property Tax Code: R42609 Block Number: Block 36 Lot Number: 4

Property Owner  
(as listed on Deed):

Dennis Koch

Property Owner  
Mailing Address:

201 5th avenue, Smithville, TX 78957

Owner's Phone No:

512-784-1669 Owner's Email: dennispkoch@yahoo.com

Agent's Name  
(if applicable):

Andy Oates

Agent's Mailing  
Address:

P.O. Box 1209, Smithville, TX 78957

Agent's Phone No:

512-563-7446 Agent's Email: Oatesbuild@gmail.com



## 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:

Waive the entire 25 foot front set-back, 25 foot rear set-back, and 10 foot west side set-backs *\$ 15 foot side set-back on Westside, if considered as a corner lot.*

Describe special use requested:

To allow planned home to fit on the lot

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

The lots have an existing 35 foot easement set-back from the street. The additional 25 foot set back within the lot in both the front and rear limit the size of a home to 75 feet in depth. The planned home is 93 feet, due to a side entry garage creating an "L" shape design, which makes the depth much longer than just the main living part of the house. In addition the side set-backs are 10 feet for a two story house on both sides of the lot, limiting the width of a house to only 55 feet, our house is roughly this width which allows no room for error in the construction. We feel the 35 foot easement in the front is sufficient set-back considering neighboring blocks do not have this additional easement. Also, we own the lot to the east, and an unbuilt 60 foot road is to the west and vacated alley to the rear, so we see no infringements to neighboring owners for our variance request. Waiving the rear set-back will allow for us more flexibility on positioning the home further from the front of the lot.

## 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: *Dennis*

Date: 4/5/2023

### OFFICE USE ONLY:

Fee Amount: 675

Fee Payment: 675

P&Z Date: June 6, 2023

Council Date: July 10, 2023

Accepted By: *Danowski*

Date Submitted: 4-5-2023

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



317 MAIN STREET  
P.O. BOX 449  
SMITHVILLE, TEXAS 78957



TEL: (512) 237-3282  
FAX: (512) 237-4549  
WWW.CLSMITHVILLE.TX.US

## Planning and Zoning Variance Criteria: Ordinance and Request for Variance

### Request for Variance

Please answer the following questions as detailed as possible so that the City Council has enough information to consider this request, include information on additional pages if necessary:

Will granting this variance have any negative effect on the good order and functioning of the community and government affairs for the well-being of citizens?

*We do not believe it does. There is an existing 35 foot easement that should be sufficient.*

Explain the special condition affecting the property.

*~~Overlook~~ The setbacks limit the size of the house beyond a typical size home with an extended garage or detached.*

Explain the unnecessary hardship caused by the special condition.

*surrounding setbacks limit the size of a house beyond the size needed.*

Variances may be granted only when in harmony with the general purpose and intent of this Ordinance so that the public health, safety, and welfare may be secured and substantial justice is done. Will substantial justice be done if this variance is granted? Explain.

*This land has been in our family for over 100 years. Our house, planned, is not overly large. It's planned to be 2500 square feet. Our house will allow us to be next to my aging mom and*

For land being used or developed for a reason other than a homeowner building or improving the homeowner's residence, there is no unnecessary hardship unless:

- (1) Without the requested variance, the Code of Ordinances of the City of Smithville does not permit any reasonable use of the land;
- (2) The hardship complained of is not self-created; and
- (3) The hardship complained of is not a financial hardship only.
- (4) The cost of compliance with the zoning ordinance is greater than 50 percent of the appraised value of the structure as shown on the most recent certified appraisal roll; or
- (5) Compliance would result in a loss to the lot on which the structure is located of at least 25 percent of the area on which development may physically occur; or
- (6) Compliance would result in the structure not in compliance with a requirement of another city ordinance, building code, or other requirement; or
- (7) Compliance would result in the unreasonable encroachment on an adjacent property or easement; or
- (8) The city considers the structure to be a nonconforming structure



Explain how the unnecessary hardship meets all of the above criteria.

Existing easements will ensure a house is built to fit into normal expectations of appearance from roads & neighbors. The additional set-backs would limit the use so much, that it would create something that would look out of the ordinary. It would reduce the potential value of the property & home.

☒ By checking this box, I affirm that granting this variance will not negatively affect land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the area, and the probable effect of such variance upon traffic conditions and upon the public health, safety, and general welfare in the vicinity.

Other Comments:

This land has been owned by my family for generations. We have nothing but great love, appreciation, and expectations for it and to ensure the value is held for future generations.

Signature: Dennis Koeh Print Name: Dennis Koeh Date: 4/4/2023





# Item #13

**RESOLUTION NO. 2023-07-511**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS  
AUTHORIZING THE RENAMING OF THE STREETS IN THE M5 SUBDIVISION.**

**WHEREAS**, the City of Smithville has a procedure for naming or renaming a street, and has the authority to name a street in the incorporated limits of the City of Smithville; and

**WHEREAS**, the M5 Subdivision property owner has signed a letter requesting the name change; and

**WHEREAS**, the City of Smithville approved a final plat for the M5 Subdivision on March 14, 2022, which had placeholders for streets labeled Street A, Street B, and Street C; and

**WHEREAS**, the City of Smithville wishes to name Street A and Street C, "Callie Street" since it is a continual street and not two individual streets. Street B is a continuation of the existing Webb Street and will remain Webb Street (see attached Exhibit A); and

**WHEREAS**, the City of Smithville held a Public Hearing to hear all citizen's comments on the renaming of the streets.

**NOW, Therefore**, be it resolved the City Council of the City of Smithville, Texas, hereby adopts this resolution to rename the streets in the M5 Subdivision as stated in the attached Exhibit A.

**Passed and approved this 10<sup>th</sup> day of July 2023.**

APPROVED:

---

Sharon Foerster, Mayor

ATTEST:

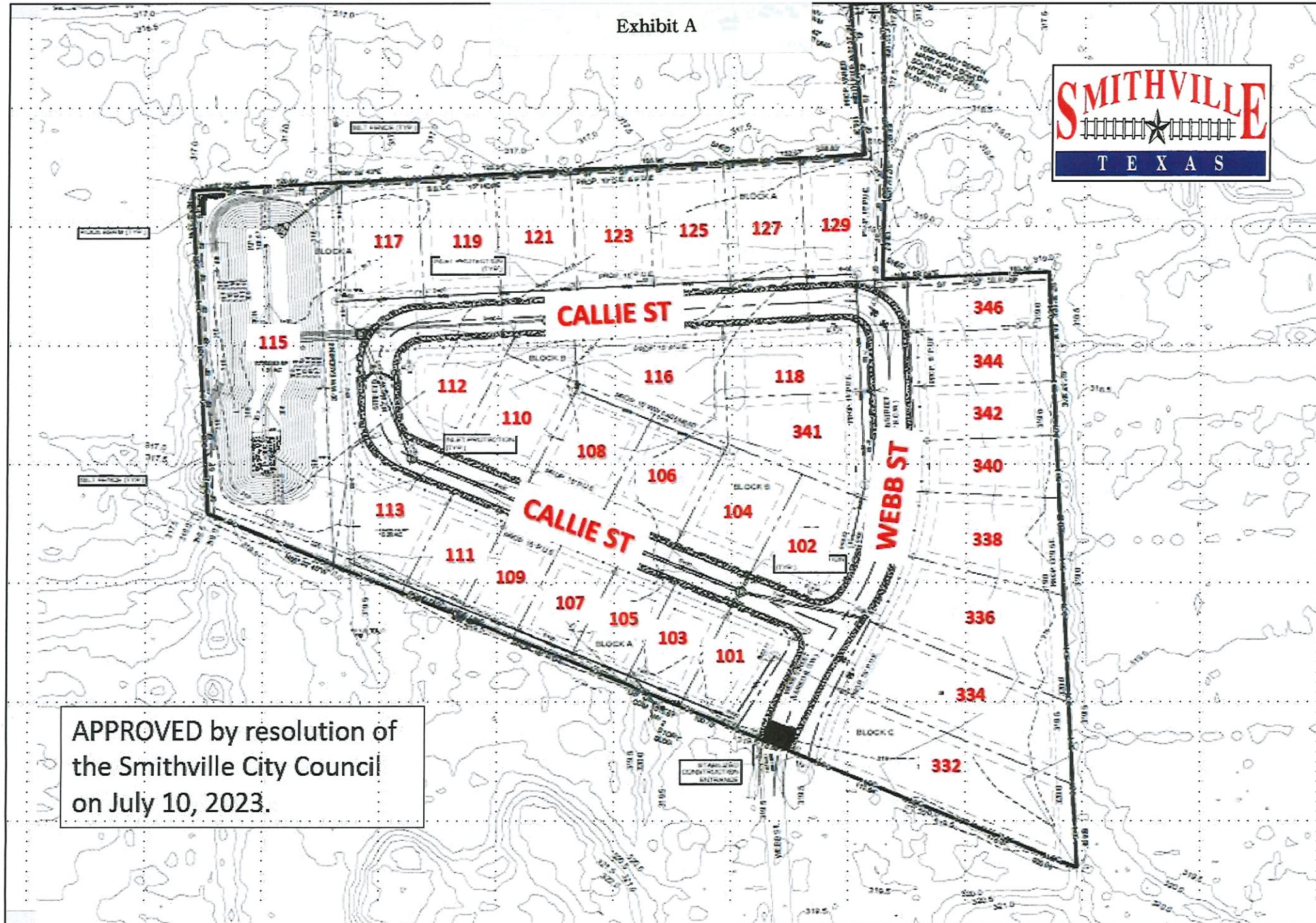
---

Jennifer Lynch, City Secretary



# M5 Subdivision Street Names for 911 Addressing

Exhibit A



APPROVED by resolution of  
the Smithville City Council  
on July 10, 2023.

6/29/2023

To whom it may concern,

I am requesting you to utilize "Callie Street" within M5 subdivision. Previously noted in the final plat as A, B and C street.

Thank you,

Adam Meuth

A handwritten signature in black ink, appearing to be 'AM' with a long horizontal stroke extending to the right.



# Item #14

## Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of April 11, 2023 ("Effective Date") by and between the **City of Smithville**, a municipal corporation of the State of Texas ("CLIENT") and **Avenu Insights & Analytics, LLC**, a Delaware limited liability company, ("CONSULTANT"), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work, which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

### B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule, incorporated and included herein.

### C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) years following the Effective Date, and automatically renew for two (2) successive one (1) year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to CONSULTANT's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party



arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CLIENT:**

**City of Smithville**

Attn: Robert Tamble

317 Main Street

PO Box 449

Smithville, TX 78957

Phone: (512) 237-3282

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

**If to CONSULTANT:**

**Avenu Insights & Analytics, LLC**

Attn: Contracts Department

5860 Trinity Parkway, Suite 120

Centreville, VA 20120

Email: [contracts@avenuinsights.com](mailto:contracts@avenuinsights.com)

6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

**Greg Koontz, Client Services Manager**

12600 N. Featherwood Drive, Suite 240, Houston, TX 77034

Phone: (678) 524-7855 / Email: [greg.koontz@avenuinsights.com](mailto:greg.koontz@avenuinsights.com)

7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's

performance” includes CONSULTANT’s action or inaction and the action or inaction of CONSULTANT’s officers, employees, agents and subcontractors.

8. **Limitation of Liability:** IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT’S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT’S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT’S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.
9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers’ compensation insurance; employer’s liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers’ Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.



12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.

17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws.
22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
23. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

***/SIGNATURES ON FOLLOWING PAGE/***



IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**“CLIENT”**

**City of Smithville**

a Municipal Corporation

**“CONSULTANT”**

**Avenu Insights & Analytics, LLC**

a Delaware limited liability company

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

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

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

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

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

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

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

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

## **EXHIBIT A**

### **STATEMENT OF WORK**

This Statement of Work is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights & Analytics, LLC (“CONSULTANT”) and the City of Smithville (“CLIENT”).

#### **A.1 SALES AND USE TAX COMPLIANCE REVIEW**

##### **Objectives and Methods**

---

CONSULTANT’s Sales and Use Tax Compliance Review is designed to assist CLIENT in enhancing its sales and use tax revenues by detecting, documenting, and correcting sales and use tax errors thereby producing previously unrealized revenue for CLIENT.

##### **Scope of Work**

---

In providing the Sales and Use Tax Compliance Review, CONSULTANT shall:

- Meet with CLIENT’s designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the CLIENT and define logical checkpoints for reviewing progress.
- Perform a review of the CLIENT’s businesses’ sales and/use tax remittances to ensure proper application of local sales and/ use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the CLIENT, CONSULTANT will assist the businesses, as needed, in preparing and filing amended returns and/or reallocation requests with the Comptroller’s office to gain compliance. CONSULTANT and/or the CLIENT may also provide additional documentation to the Comptroller’s office to request its assistance in gaining compliance from taxpayers as needed.

##### **CONSULTANT Deliverables**

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###### **Progress Reports**

CONSULTANT will provide periodic progress reports to CLIENT in the form of status updates. CONSULTANT’s progress reports will identify errors detected, documented, and corrected.

##### **CLIENT Assistance**

---

CLIENT shall assist CONSULTANT by providing information and assistance necessary to perform the Sales and Use Tax Compliance Review to include, without limitation, the following:

- Providing CONSULTANT historical sales and use tax information including confidentiality reports received from the Comptroller for past periods, if available.
- Issuing necessary documentation to the Comptroller to allow CONSULTANT to access and receive detailed confidentiality reports monthly.

- Providing a letter of introduction identifying CONSULTANT as an authorized agent of the CLIENT to perform the Sales and Use Tax Compliance Review and to receive and examine taxpayer records necessary to assure sales and use tax compliance.
- Pursuing in good faith corrective action on errors detected by CONSULTANT.
- Issuing necessary documentation to the Comptroller to correct errors validated by CONSULTANT.

The parties agree that the CLIENT and/or the Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CLIENT's sales and use tax, recognizing that CONSULTANT's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing CLIENT with technical assistance, without assuming or being delegated the authority or responsibility of CLIENT to administer, interpret, and enforce its sales and use taxes.

## **A.2 SHORT-TERM RENTAL MONITORING, IDENTIFICATION, AND COMPLIANCE SERVICES**

### **Scope of Work**

---

CONSULTANT's Short Term Rental Monitoring, Identification, and Compliance Services are designed to assist CLIENT in enhancing its short-term rental/lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for CLIENT. Using its Short-Term Rental Compliance Software, CONSULTANT will be responsible for providing the following modules and components as part of this Agreement:

#### **Targeted Web Monitoring**

- Data collection and archiving from up to eighty (80) different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking, Vacasa, Evolve, Corporate Housing, Craigslist
- Data collection from at least two (2) unique local popular sites based on search engine ranking
- Data collection is run at least four (4) times per week; staggered over day, night, weekday, and weekday
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- De-duplication assistance with STR listings and photos up to ten (10) listings at a time on one screen
- Archive and estimate gross revenue via review or calendar bookings for a thirty-six (36) month retrospective view
- Identify STR calendar booked periods less than thirty-one (31) nights in a row
- Generate statistics on room type, occupancy rate, dynamic heat maps, nightly rates, and other metadata in a dashboard report
- Capture of time stamped STR listings data in HTML, PNG, JPG, or PDF, reviews in JSON format
- Capture of calendar data in database format, and exportable to CSV
- Detect names of the operator(s) in the reviews and count their occurrences
- Automated STR Licensee cross-checking via geo-locating and metadata match



## **Web Portal**

- 24/7 accessible web-portal with keyword-search by username, address, business name, listing ID, license number
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Schedule downloads and delivery by email of STR reports
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Display of radius and distance to nearest STR (100-1000 feet radius) on Map
- Report statistics by neighborhood, HOA, or council ward
- Reporting on sixty-seven (67) different data points
- Reporting on calendar occupancy for a three (3) month period in table format including weekend bookings
- Generate Dynamic ad-hoc reports with up to twenty-six (26) data columns and up to twenty (20) different filters
- Dynamic Highlighting of keywords within reviews
- Generate seven (7) different reporting templates with six (6) different filters
- Enter notes and compliance activity on forty (40) dissimilar categories of compliance
- Customer Support and Language in English or Spanish
- Generate a mailout of non-compliant STR operators within the interface
- Programmable REST-based API communicating via JSON objects
- Comparison View to compare up to ten (10) STR listings with thumbnail photos at the same time
- Image Scene classification tags on photos (living room, kitchen, bathroom, swimming pool)
- Similar Images matching engine and Clustering STR listings by similar images engine around a street address up to five hundred (500) listings.

## **Identification Services**

- Validate STR listing data with at least two (2) different data points to public records; one for the operator, and one for the property
- Supporting evidence data points are provided up-front and ready for download for the customer without the customer requesting it
- Correctly Identify single-family-dwelling STR listings with full name and exact street address at least ninety-five percent (95%) of the time, and at least ninety-five percent (95%) of the single-family-dwelling STR inventory
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time and at least seventy-five (75%) of the multi-family-dwelling STR inventory

## **Complaint Hotline**

- 24/7 hotline, fielding all tips, complaints, and violations from residents, in regard to disruptions at a short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property. CONSULTANT staff will receive these violation calls and be the first line of defense to quickly resolve the complaint and will escalate to other agencies when warranted.

## **Tax Administration Services**

- Short-Term Rental registration services
- Advanced filing portal
- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Permitting/Licensing
- Short-Term Rental delinquency outreach

## **CONSULTANT Deliverables**

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- CONSULTANT will provide CLIENT with login access to the Short-Term Rental Compliance System that allows CLIENT the ability to view and review Short-Term Rental activities for properties within CLIENT's geographical location.
- Perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
- Provide the initial online seminar style education and training on the System. Education and training may include on-site sessions for CLIENT employees who will work with the System. The education and training will be adapted to the reasonable needs of the CLIENT employees to ensure each employee is fully prepared to use the System. CLIENT may request that CONSULTANT provide on-site additional training. If CONSULTANT and CLIENT agree on the scope of the additional training services requested, then CONSULTANT shall provide the additional training on a Time and Materials basis. Depending on the personnel assigned to perform the training, standard hourly rates range from seventy-five dollars (\$75) per hour to two hundred dollars (\$200) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

## **CLIENT Assistance**

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CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide CONSULTANT with:

- the most recent registration to collect the tax and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations.
- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide CLIENT shape file (boundary file)
- If applicable, provide the most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform CONSULTANT of any circumstances concerning current existing payees.
- Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions, and providing timely approvals.

- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the CLIENT to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- Provide notification of payment receipt from non-compliant entities identified within two (2) business days of receipt.



## **EXHIBIT B**

### **COMPENSATION SCHEDULE**

This Compensation Schedule is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights & Analytics, LLC (“CONSULTANT”) and the City of Smithville (“CLIENT”).

#### **B.1 SALES AND USE TAX COMPLIANCE REVIEW**

The CLIENT shall pay CONSULTANT a thirty percent (30%) contingency fee. The fee applies to the sales/use tax revenue received by the CLIENT from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) – sales/use tax revenues received by the CLIENT from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales/use tax revenues received for the first eight consecutive reporting quarters twenty-four (24) months following correction of the errors and confirmation of receipt of revenue by the CLIENT. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior twelve (12) months immediately prior to the first month of correct tax remittance.

CONSULTANT will invoice CLIENT quarterly based on past and/or prospective compliance secured on behalf of CLIENT. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales/Use Tax Compliance Review are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CLIENT.

#### **Completion of Services**

Notwithstanding anything else in this Agreement, to the contrary, the CLIENT will pay CONSULTANT per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. CONSULTANT will provide CLIENT with a list of taxpayer accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination (“completion list”). CONSULTANT can continue working those taxpayer accounts on the completion list for a reasonable time to obtain a correction.

#### **Additional Consulting for Sales and Use Tax Compliance Review Services**

CLIENT may request that CONSULTANT provide additional consulting services at any time during the Term of this Agreement. If CONSULTANT and CLIENT agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from ninety dollars (\$90) per hour to three-hundred fifty dollars (\$350) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

## **B.2 SHORT-TERM RENTAL MONITORING, IDENTIFICATION, AND COMPLIANCE SERVICES**

The Short-Term Rental Monitoring, Identification, and Compliance Services shall be provided for a one-time Short-Term Rental setup fee of two thousand dollars (\$2,000) and an annual fixed fee of two hundred fifty-five dollars (\$255) per property per year or an annual Administration fee of fifteen thousand dollars (\$15,000), whichever is greater. Fees are calculated based on the total number of known, registered and active listing properties at the beginning of each contract year and 1/12<sup>th</sup> of the total Fees calculated are invoiced and due at the beginning of each month.

### **Price Adjustment**

The annual fixed fees associated with the Short-Term Rental Monitoring, Identification, and Compliance Services are adjusted annually at the beginning of each Term Year of the Agreement by five percent (5%).

### **Additional Consulting for Short-Term Rental Monitoring, Identification, and Compliance Services**

CLIENT may request that CONSULTANT provide additional consulting services at any time during the Term of this Agreement. If CONSULTANT and CLIENT agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from seventy-five dollars (\$75) per hour to two hundred dollars (\$200) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

The following are sample hourly rates based on the job classification:

- Principal: \$200 per hour
- Client Services: \$175 per hour
- Information Technology (IT) support: \$160 per hour
- Operational Support:
  - Director or Manager: \$175 per hour
  - Senior Analyst: \$125 per hour
  - Analyst: \$100 per hour
  - Administrative: \$75 per hour

### **Travel and Out-of-Pocket**

CLIENT shall reimburse CONSULTANT for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

**ATTACHMENT A**  
**Distribution Confirmation**

June 24, 2023

City of Smithville  
PO Box 449  
Smithville TX 78957

Dear Mr. Robert Tamble,

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type

If at any time there are any discrepancies between the schedule set out above and the CLIENT's records, please notify us in writing immediately.

**IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:**

Avenu Insights & Analytics, LLC  
600 Beacon Parkway West, Suite 900  
Birmingham, AL 35209  
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager  
Avenu Insights & Analytics, LLC  
Phone: 213-246-2445, Fax: 205-423-4097  
E-mail: [connie.taylor@avenuinsights.com](mailto:connie.taylor@avenuinsights.com)

I have reviewed the above distribution and verify that it is correct.

**CLIENT NAME**

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

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

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



# Item #15

**RESOLUTION NO. 2023-07-512**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS, FOR ITS COMMITMENT TO SUSTAINABLE HIGH-QUALITY, AND ACCESSIBLE HEALTHCARE FOR OUR COMMUNITY AND FOR THE SUPPORT AND DEEP APPRECIATION FOR THE EFFORTS BEING UNDERTAKEN BY ASCENSION SETON AND THE SMITHVILLE HOSPITAL AUTHORITY TO FINALIZE A LONG-TERM HOSPITAL OPERATING AGREEMENT.**

**WHEREAS**, the City of Smithville recognizes the critical role that high-quality and accessible healthcare plays in the quality of life for its citizens; and

**WHEREAS**, the rise in healthcare costs and shifts in payor mix and collection levels at medical facilities present ever-increasing challenges to the pursuit and sustainability of high-quality and accessible healthcare, particularly in rural communities; and

**WHEREAS**, securing and sustaining high-quality and accessible healthcare is dependent upon effective collaboration among many organizations, both public and private.

**IT IS HEREBY RESOLVED, THAT**

The City Council of the City of Smithville, Texas, hereby acknowledges, supports and expresses its deep appreciation for the efforts being undertaken by Ascension Seton and the Smithville Hospital Authority to finalize a long-term hospital operating agreement.

The City Council of the city of Smithville, Texas, hereby offers its support and cooperation in the multi-jurisdiction collaboration to explore the appropriateness of establishing a Bastrop County Public Health Department. This initiative, as contemplated, would increase accessibility to healthcare and help mitigate the negative financial impacts of shifts in payor mix and collection levels being experienced at medical facilities, particularly in rural communities.

The City Council of the city of Smithville, Texas, hereby strongly supports efforts to raise local public awareness of the challenges facing rural hospitals, such as Smithville Ascension Seton, and the beneficial role that local patronage plays in the financial sustainability of that facility.

The City Council of the city of Smithville, Texas, hereby adopts this resolution as evidence of its commitment to sustainable high-quality and accessible healthcare for our community.

**PASSED AND APPROVED** this 10<sup>th</sup> day of July 2023.

---

Sharon Foerster, Mayor

Attest:

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Jennifer Lynch, City Secretary

# Item #16



## **Contract Agreement For Miscellaneous Forming and Finishing Concrete Work**

This Agreement is made this day between the **City of Smithville**, Texas, hereinafter called “City”, and **RES Construction66, LLC**, hereinafter called the “Contractor”, which shall become effective on July 11, 2023. The contract term is for a two (2) year period ending July 31, 2025. The City may, in its sole discretion, extend this contract for an additional twelve (12) 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 the Contractor and the compensation herein agreed by the City to be paid to the Contractor for such services.
2. The City appoints **RES Construction66, LLC**, as the exclusive contractor for miscellaneous concrete work within the incorporated city limits of Smithville, TX.
3. Contractor shall build transformer pads, sidewalks, install curbs, clear drainage conveyances, and complete small drainage improvement projects (e.g., valley gutters, box culverts, concrete conveyances, etc.) as needed.
4. Contractor must furnish their own equipment, utilize best-known practices for concrete forming / finishing, and carry a \$1,000,000 general liability insurance policy naming the City of Smithville as certificate holder.
5. Contractor Fees will be charged on a time and material basis per Exhibit “A”.
6. 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. O. Box 449, Smithville, Texas 78957, and to RES Construction66, LLC at 170 FM 86, Red Rock, Texas, 78662.
7. All personnel will be employees of the Contractor and not the City. Employees will be hired, paid, supervised and discharged by the Contractor. Contractor is responsible for all state and federal taxes related to employment.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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 \_\_\_\_ day of \_\_\_\_\_, 2023

City of Smithville:

ATTEST:

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Robert Tamble, City Manager

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Jennifer Lynch, City Secretary

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Richard Spurlock, Contractor  
RES Construction66, LLC

**Exhibit “A”**  
**Cost for Miscellaneous Concrete Work**

• Curbs	Cost per linear foot	\$ 43.99
• Valley Gutters	Cost per linear foot	\$ 48.84
• 4’ x 4’ Box Culverts	Cost per culvert	\$ 3,096
• 4’ x 4’ Transformer Pads	Cost per pad	\$1,450
• Sidewalks	Cost per sq. ft.	\$49.98 (Demo Included)
• Conveyance Clearing	Cost / hour (labor / equipment)	\$ 40.00

\* Contractor Fees will be charged on a time and material basis. Contractor must furnish their own equipment, utilize best-known practices for concrete forming / finishing, and carry a \$1,000,000 general liability insurance policy naming the City of Smithville as certificate holder.



# Item #17

## **Contract Agreement For Mowing / Maintaining City-Owned Property**

This Agreement is made this day between the **City of Smithville**, Texas, hereinafter called “City”, and **John Thompson**, hereinafter called the “Contractor”, which shall become effective on July 11, 2023. The contract term is for a two (2) year period ending July 31, 2025. The City may, in its sole discretion, extend this contract for an additional twelve (12) 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 **John Thompson** as the exclusive contractor for the maintenance of property owned by the City of Smithville, as listed in Exhibit “A”.
3. Contractor shall mow and maintain said property to the satisfaction of the City. Grass shall not be allowed to exceed a height of 8 inches. Contractor shall also be responsible for trimming walks, flowerbeds, around trees and shrubs, and keeping the inside and outside of any fence lines clear of weeds and grass. Contractor will be responsible for providing all materials, supplies, and equipment necessary to complete the task(s) above.
4. Contractor will be responsible for providing a one-million-dollar (\$1,000,000) general liability insurance policy naming the City of Smithville as a certificate holder.
5. In consideration of the above services, the City shall pay to the Contractor the sums listed in Exhibit A on a monthly basis. Contractor understands that the frequency of mowing will vary throughout the growing season and that additional mowing may be required in order to comply with the conditions listed in Item 3 above. As a minimum, Contractor shall mow city-owned properties twice per month.
6. 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. O. Box 449, Smithville, Texas 78957, and to John Thompson at 409 McSweeney, Smithville, Texas, 78957.
7. All personnel will be employees of the Contractor and not the City. Employees will be hired, paid, supervised, and discharged by the Contractor. Contractor is responsible for all state and federal taxes related to individual earnings and employment.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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 \_\_\_\_ day of \_\_\_\_\_, 2023

City of Smithville:

ATTEST:

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Robert Tamble, City Manager

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Jennifer Lynch, City Secretary

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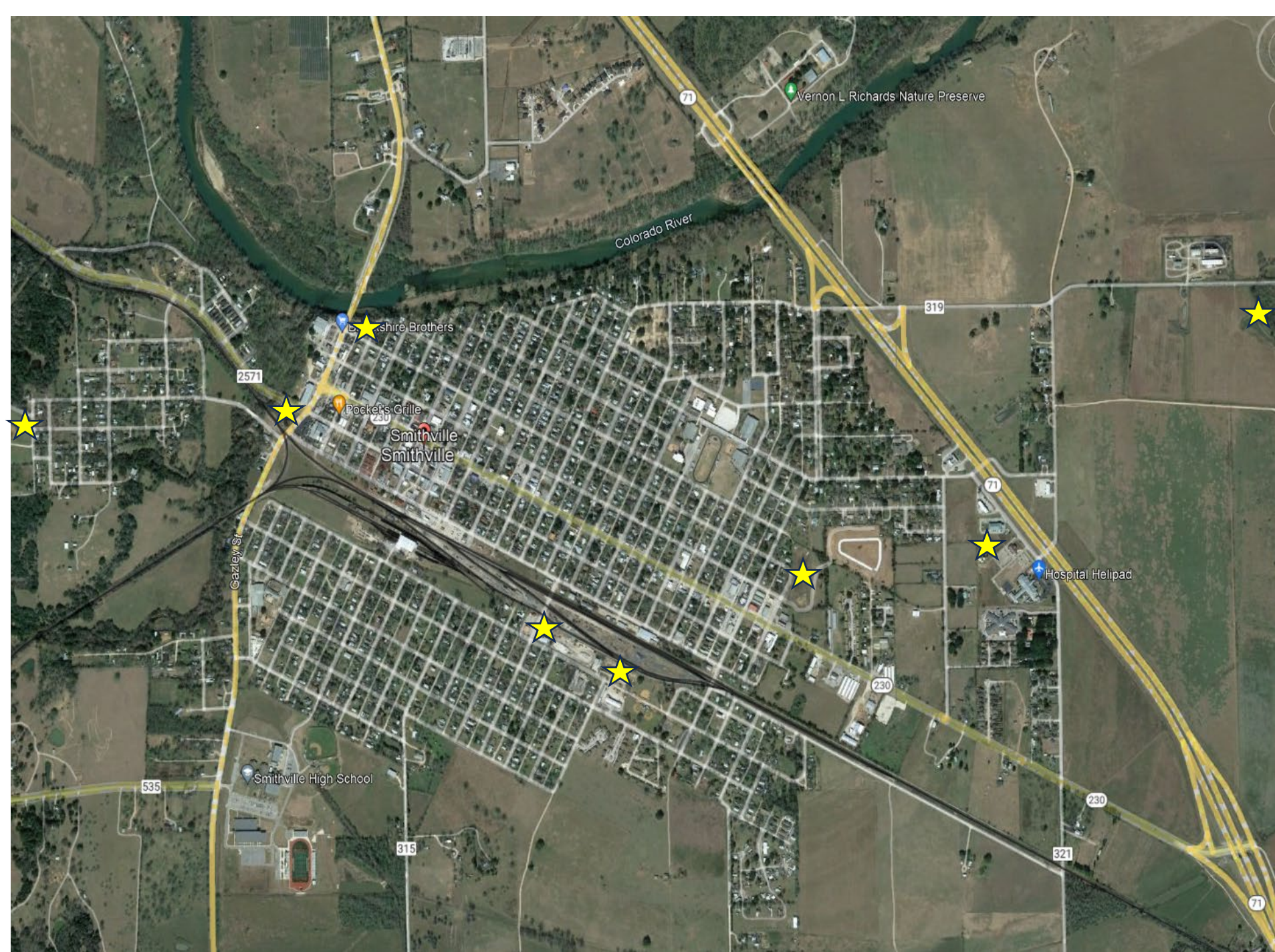
John Thompson, Contractor



**Exhibit “A”**  
**Cost for Mowing / Maintaining City-Owned Property**

Detention Pond at McSweeney (409 McSweeney)	\$ 1,400
Detention pond at Maintenance building (1001 SE MLK BLVD)	\$ 640
Water tower at Hwy 95 (406 NW 5 <sup>th</sup> St)	\$ 680
Sewer plant at Hwy 95 (169 FM 2571)	\$ 680
Water tower by the hospital (1501 Hill Rd)	\$ 400
Sewer plant on Loop Rd (443 Hill Rd)	\$ 680
Hazard waste recycling (109 Taylor St)	\$ 200
Water tower by baseball field (500 Maple ST)	\$ 200
<hr/>	
<b>Total:</b>	<b>\$ 4,880</b>

\* Contractor understands that the frequency of mowing will vary throughout the growing season and that additional mowing may be required in order to comply with the conditions listed in Item 3 above. As a minimum, Contractor shall mow / maintain city-owned properties twice per month.



# Item #18





# Richard D. Latham Cultural District

## Proposal for Public Art Project in Smithville, TX

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

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

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

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

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

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

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

**Brief Description of the Project:**

**Plan for Public Participation:**

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

*\*NOTE: Smithville can rarely support public art projects that cost over \$5,000.*

*Include the Budget Form Excel File with your application.*

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

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

**Return this form:**

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

**Mail to:**

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



# Richard D. Latham Cultural District

## Proposal for Public Art Project in Smithville, TX

### Cultural District Application Check List:

#### Required:

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

*If the proposal is submitted by a nonprofit:*

- ☐ IRS Letter of Determination

#### Optional

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

### Criteria for Project Selection

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

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

# Item #19



# Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,

County of Bastrop

Chief Financial Officer or Auditor: Cynthia White

For the taxing unit: City of Smithville

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Smithville on 7/10/23.

*Cynthia White*

Signature of Financial Officer or Auditor

Amount of Additional Sales and Use  
Tax to pay debt services is -0-.

# Item #20



SINGLETON, CLARK  
& COMPANY, PC CERTIFIED PUBLIC ACCOUNTANTS

May 1, 2023

To the Honorable Mayor and City Council of the  
City of Smithville, Texas

We are pleased to confirm our understanding of the services we are to provide the City of Smithville, Texas for the year ended September 30, 2023.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities (if any), each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Smithville, Texas as of and for the year ended September 30, 2023.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Smithville, Texas's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Smithville, Texas's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist 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 will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of the City's Proportionate Share of the Net Pension Liability (if applicable)
- 3) Schedule of City Contributions (if applicable)
- 4) Schedule of the City's Proportionate Share of the Net OPEB Liability (if applicable)
- 5) Schedule of City Contributions (if applicable)

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Smithville, Texas's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Schedules of Non-Major Funds
- 2) Budgetary Schedules
- 3) Schedule of Expenditures of Federal Awards (if applicable)



The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Transmittal Letter (when applicable)
- 2) Statistical Section (when applicable)

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner to achieve fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs.



However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Misstatement of revenue
- 2) Misstatement of accrued payroll
- 3) Misstatement of accounts payable
- 4) Miscoding of expenditures by department and object code

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Smithville, Texas's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Smithville, Texas's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Smithville, Texas's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Smithville, Texas in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.



In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon.

Your responsibilities also include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.



## Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Smithville, Texas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Singleton, Clark & Company, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the entity or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Singleton, Clark & Company, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the entity or a federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during the summer or fall months of 2023 from our office and with a preliminary interim fieldwork visit to your office, conduct final fieldwork onsite with you in the winter, and to issue our reports no later than 180 days after your fiscal year end. Robert Gattilia is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these service is estimated to be as follows:

Financial Statement Audit	\$ 24,200
Single Audit – Basic Procedures	2,000
Single Audit – One Major Program	<u>3,000</u>
Total	<u>\$ 29,200</u>

However, given the nature of an audit and the possibility that unexpected circumstances or conditions may be encountered, such as deficient accounting records or indications of fraud or irregularities, professional standards do not allow us to guarantee minimum audit fees. The above fee is also based on anticipated cooperation from your personnel. If we determine that significant additional time will be necessary to complete the audit, we will discuss it with you in advance and arrive at a new fee amount before we incur the additional time and costs. In addition, the above fee is based on the understanding that the City will require only one federal program to be tested, should additional Single Audit major programs be required, the additional fees would be \$3,000 per major additional federal program required to be tested.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our standard progress billing method is as follows: 30% of fee after completion of audit planning and interim fieldwork, additional 50% of fee after completion of final fieldwork, and final 20% of fee after issuance of our audit report. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us through the most recent audit phase completed and any additional time incurred on a phase in progress.

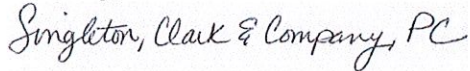
## Reporting

We will issue written reports upon completion of our Single Audit when a Single Audit is applicable. Our reports will be addressed to the Mayor and City Council of the City of Smithville, Texas. Circumstances may arise in which our report may differ from its expected form and content based on results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Smithville, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return the letter to us after making a copy for your records.

Sincerely,



Singleton, Clark & Company, PC

### RESPONSE:

This letter correctly sets forth the understanding of the City of Smithville, Texas.

Management signature: \_\_\_\_\_

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

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





CPAs • Tax • Audit & Accounting

*Empowering Peace of Mind*

### Report on the Firm's System of Quality Control

To the Partners of Singleton, Clark & Company, PC  
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, PC (the firm) in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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Bumgardner, Morrison & Company, LLP  
Certified Public Accountants

Members: American Institute of Certified Public Accountants  
Texas Society of Certified Public Accountants  
AICPA Private Companies Practice Section  
AICPA Employee Benefit Plan Audit Quality Center  
AICPA Government Audit Quality Center

1501 E Mockingbird Lane, Suite 300  
PO Box 3750  
Victoria, Texas 77903-3750  
Phone: 361.575.0271  
Fax: 361.578.0880  
Website: BMCcpa.com

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, PC in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Singleton, Clark & Company, PC has received a peer review rating of *pass*.

*Bumgardner, Morrison & Company, LLP*

BUMGARDNER, MORRISON & COMPANY, LLP

May 7, 2020

# Item #21



MAYOR  
SHARON FOERSTER

MAYOR PROTEM  
TOM ETHEREDGE

COUNCIL MEMBERS  
JANICE BRUNO  
TYRONE WASHINGTON  
JIMMY JENKINS  
MITCHELL JAMESON

CITY MANAGER  
ROBERT TAMBLE



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

TO: Mayor and City Council  
FROM: Cynthia White  
DATE: July 7, 2023  
RE: June Financial Reports

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

- ❖ 2018 CO's debt service payment to UMB Bank - \$4,489
- ❖ lease payment for bucket truck, excavator, Ford F650, tractor, and mowers - \$29,353
- ❖ lease payment for 2 police units, backhoe, leaf truck, & utility truck - \$24,800
- ❖ purchase of limestone rock asphalt precoat - \$56,406
- ❖ electrical supplies for Family Dollar/Dollar Tree - \$21,395
- ❖ pole line hardware, load tracker w/ 6' remote, and other electrical supplies - \$37,569
- ❖ construction of drainage ditches on Webb St and Marburger St - \$22,137
- ❖ thermal inspection scans for 2023 - \$11,362
- ❖ N-Line Utilities Contractor fees for Family Dollar/Dollar Tree - \$12,500
- ❖ BBG Consulting fee for Smithville Fuel Station/Truck Yard - \$6,500
- ❖ Bastrop County Appraisal District quarterly local support payment - \$8,063
- ❖ installation of waterline from the gazebo to pavilion at the Railroad Park - \$4,189
- ❖ auditor's fee (final payment) - \$5,400
- ❖ 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:

- ❖ Recreation Center bleachers (deposit) - \$24,221
- ❖ Nobel General Contractors: city hall expansion remodel - \$88,660
- ❖ Spade Roofing: police department remodel expenses - \$9,300
- ❖ BEFCO: engineering fees for TxDOT Sidewalk ADA Main St grant city match - \$8,000

Grant expenditures included:

- ❖ St David's Foundation Community Engagement Coordinator: program expense - \$7,568
- ❖ St David's Foundation, Expanding the Workforce Training Center: tables/chairs - \$7,003
- ❖ Methodist Healthcare Ministries, Building Community Resiliency: DeSela Consulting - \$5,000
- ❖ General Land Office CDBG-MIT Grant: option agreement to purchase property for detention pond - \$5,000
- ❖ TxDOT Transportation Alternatives Set-Aside (TASA) Main St ADA Ramps & 1st St Sidewalk Grant: BEFCO Engineering fees - \$40,000

Have a great weekend,

*Cynthia*

## ESTIMATED FUND BALANCES

@ June 30, 2023

### General Fund

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

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

5,938,301 divided by 12 times 3 equals \$1,484,575

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

Statement of Rev & Exp (YTD) @ June 30, 2023  
Revenues Over/Under Expenditures \$615,686

Estimated Fund Balance @ June 30, 2023 \$1,934,112

**Estimated Fund Balance Over/Under Recommended \$449,537**

### Utility Fund

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

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

8,029,067 divided by 12 times 3 equals \$2,007,267

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

Statement of Rev & Exp (YTD) @ June 30, 2023  
Revenues Over/Under Expenditures (\$590,269)

Estimated Fund Balance @ June 30, 2023 \$1,293,673

**Estimated Fund Balance Over/Under Recommended (\$713,594)**

**CITY OF SMITHVILLE**  
**CASH BALANCES & RESERVES**      @ 06/30/23      @ 06/30/22

**CASH OPERATING ACCOUNTS:**

General Fund	101,644	108,847
Utility Fund	85,472	131,228
Credit Card Pmts	577,142	702,970
Fireman's Pension	27,188	28,038
HOMES Grant Fund	239	239
HRA Trust Fund	33,985	42,057
Library Contributions Fund	203,848	196,238
Railroad Park	837	804
TxCDBG Project	61	61
Grants Account	82,427	242
HMGP Grants	0	0
TxDOT Sidewalk Grants	0	0
Police Seized Assets	6,659	6,402
Smithville Tx Veterans Memorial Park	11,744	15,164
Independence Park	6,200	5,960
Friends of Smithville	2,133	3,758
GLO CDBG-MIT Grant	166	20
Coronavirus Local Fiscal Recovery	259,151	45,627
<b>Total Cash on Hand</b>	<b>1,398,896</b>	<b>1,287,656</b>

**INVESTED FUNDS**

*Matures*

**CERTIFICATES OF DEPOSIT:**

General - Operations	53,774	Aug-24	53,188
General - Library Contributions	136,995	Sep-23	132,372
General - Library Contributions	114,674	Nov-23	114,159
Utility - Operations	137,507	Oct-23	134,372
Utility - Operations #2	110,456	Aug-23	109,660
Utility - Designated Customer Dep	97,577	Apr-24	97,140
Utility - Customer Deposits	34,140	Mar-24	33,987
Economic Development (IDF)	55,297	Dec-23	55,049
Utility-'01 CO/SWS FNMA	122,861	Oct-23	122,309

**INVESTMENT POOL ACCOUNTS**

General - Operations	1,149	1,104
Utility - Operations	63,655	66,785
Capital Replacement Fund	610,162	133,807
Interest & Sinking	401,084	380,563
'07 CofO Project Funds	79	75
'19 CofO Project Funds	1,021,205	1,242,502

**SAVINGS ACCOUNTS**

Airport Fly-in	9,226	8,478
PEG Capital Fee	19,026	18,289
<b>TOTAL INVESTED FUNDS:</b>	<b>2,988,867</b>	<b>2,703,838</b>

**ACCOUNTS RECEIVABLE**

Genl/Util - Miscellaneous	158,051	159,972
Utility Billings - Current	589,403	829,509
Utility Billings - Delinquent	85,411	124,639
<b>Total Accounts Receivable</b>	<b>832,865</b>	<b>1,114,120</b>

**TOTAL CASH & RECEIVABLES**      **5,220,628**      **5,105,614**

**RESERVE AMOUNTS**

Res Bond Debt Service	401,084	380,563
Res Bond Project Funds	1,021,284	1,242,577
Res Customer Deposits	118,682	114,132
Res Economic Development	55,297	55,049
Res Firemen's Pension	27,188	28,038
Designated Court Technology	0	0
Designated Library	455,517	442,769
Designated Police Ed/Op	835	1,023
Designated VFD Donations	0	0
Designated Grants Account	82,427	242
Designated HMGP Grants	0	0
Designated TxDOT Sidewalk Grants	0	0
Designated Police Seized Assets	6,659	6,402
Designated-Veterans Memorial Park	11,744	15,164
Designated-Independence Park	6,200	5,960
Designated Friends of Smithville	2,133	3,758
Designated-GLO CDBG-MIT	166	20
Designated-CLFRF	259,151	45,627
<b>Total Reserve Amounts</b>	<b>2,448,366</b>	<b>2,341,324</b>

**ACCOUNTS PAYABLE**

General	121,872	168,929
Utility	378,856	380,906
<b>Total Accts Payable</b>	<b>500,727</b>	<b>549,835</b>

**TOTAL RESERVES & PAYABLES**      **2,949,093**      **2,891,159**

**UNRESTRICTED CASH & RECEIVABLES**      **2,271,535**      **2,214,455**



CITY OF SMITHVILLE  
SUMMARY REVENUE / EXPENSE STATEMENT  
FISCAL YEAR 2022-23 @ June 30, 2023

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 06/30	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
General Fund	4,881,306	5,938,301	82.20%	4,771,063	6,010,691	79.38%
Utility Fund	5,458,540	8,029,067	67.98%	5,619,902	8,037,693	69.92%
Maintenance Fund	72,794	117,868	61.76%	54,732	104,252	52.50%
Int & Sinking Fund	724,452	746,968	96.99%	487,199	519,767	93.73%
<b>TOTAL REVENUES</b>	<b>11,137,091</b>	<b>14,832,204</b>	<b>75.09%</b>	<b>10,932,896</b>	<b>14,672,403</b>	<b>74.51%</b>
<b>EXPENSES:</b>						
General Fund	4,265,619	5,938,301	71.83%	4,308,381	5,967,951	72.19%
Utility Fund	6,048,809	8,029,067	75.34%	5,971,420	7,788,293	76.67%
Maintenance Fund	90,244	117,868	76.56%	92,258	104,252	88.50%
Int & Sinking Fund	718,890	746,968	96.24%	507,574	519,511	97.70%
<b>TOTAL EXPENSES</b>	<b>11,123,562</b>	<b>14,832,204</b>	<b>75.00%</b>	<b>10,879,633</b>	<b>14,380,007</b>	<b>75.66%</b>
<b>Revenues Over/(Under) Expenses</b>						
<b>M&amp;O Funds</b>	<b>7,967</b>			<b>73,638</b>		
<b>I&amp;S Fund</b>	<b>5,562</b>			<b>(20,375)</b>		
<b>Unassigned Fund Bal</b>	<b>0</b>			<b>0</b>		
<b>Total Over(Under)</b>	<b>13,530</b>	<b>0</b>		<b>53,263</b>	<b>292,396</b>	

**CITY OF SMITHVILLE  
GENERAL FUND RECAP  
2022-2023  
FOR MONTH OF: June**

	2022/2023	2022/2023	2022/2023		AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET	2021/2022	2021/2022	% OF BUDGET
			USED/COLLECTED	06/30	BUDGET	USED/COLLECTED
<b>REVENUES:</b>						
Taxes	2,359,921	2,719,714	86.77%	2,178,175	2,582,694	84.34%
Licenses & Permits	59,612	120,522	49.46%	120,582	140,461	85.85%
Services	1,052,745	1,357,667	77.54%	1,016,500	1,356,688	74.93%
Court	41,197	60,450	68.15%	47,570	66,960	71.04%
Miscellaneous	1,191,043	1,502,725	79.26%	1,218,841	1,629,223	74.81%
Contributions	176,788	177,223	99.75%	189,394	234,665	80.71%
<b>TOTAL REVENUES</b>	<b>4,881,306</b>	<b>5,938,301</b>	<b>82.20%</b>	<b>4,771,063</b>	<b>6,010,691</b>	<b>79.38%</b>
<b>EXPENSES:</b>						
Administration	335,505	469,292	71.49%	385,286	481,146	80.08%
Finance	67,773	84,059	80.63%	57,769	72,457	79.73%
Police	1,009,240	1,480,386	68.17%	978,211	1,335,789	73.23%
Animal Control	48,110	66,515	72.33%	47,226	62,352	75.74%
Court	54,575	86,938	62.77%	57,776	80,652	71.64%
Fire	58,935	91,778	64.21%	59,973	96,431	62.19%
Library	275,619	421,917	65.33%	235,044	336,678	69.81%
Community Service	67,621	87,460	77.32%	48,328	68,248	70.81%
Parks & Recreation	316,342	383,196	82.55%	317,368	428,726	74.03%
Recreation Center	274,005	366,433	74.78%	276,276	368,902	74.89%
Street & Alley	526,531	603,303	87.27%	599,635	851,540	70.42%
Solid Waste	873,255	1,322,199	66.05%	871,043	1,274,705	68.33%
Enforcement/Insp	85,742	130,674	65.62%	93,148	138,264	67.37%
Cemetery	91,166	124,725	73.09%	81,778	113,805	71.86%
Airport	91,300	53,955	169.22%	109,013	126,597	86.11%
Economic Development	89,901	165,471	54.33%	90,505	131,659	68.74%
<b>TOTAL EXPENSES</b>	<b>4,265,619</b>	<b>5,938,301</b>	<b>71.83%</b>	<b>4,308,381</b>	<b>5,967,951</b>	<b>72.19%</b>
<b>Revenues Over/(Under)</b>	<b>615,686</b>	<b>0</b>		<b>462,682</b>	<b>42,740</b>	

**CITY OF SMITHVILLE  
GENERAL FUND REVENUE RECAP  
2022-2023**

**FOR MONTH OF: June**

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 06/30	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
<b>TAXES</b>						
Property Taxes	1,491,573	1,615,814	92.31%	1,362,246	1,457,420	93.47%
Franchise Taxes	112,091	137,900	81.28%	85,991	123,405	69.68%
Sales Taxes	713,288	915,000	77.95%	695,407	950,635	73.15%
Hotel/Motel Taxes	35,841	40,000	89.60%	26,734	40,043	66.76%
Mixed Beverage Tax	7,129	11,000	64.81%	7,798	11,191	69.68%
<b>Total Tax Revenues</b>	<b>2,359,921</b>	<b>2,719,714</b>	<b>86.77%</b>	<b>2,178,175</b>	<b>2,582,694</b>	<b>84.34%</b>
<b>LICENSES &amp; PERMITS</b>						
Misc. Licenses	300	500	60.00%	220	250	88.00%
Alcohol Permits	705	4,100	17.18%	495	1,935	25.56%
Building Permits	39,295	65,000	60.45%	51,745	58,464	88.51%
Electrical Permits	5,253	15,000	35.02%	8,488	9,853	86.14%
Plumbing Permits	9,600	15,000	64.00%	11,968	15,118	79.16%
Misc. Permits/Film Permits	4,460	20,922	21.32%	47,667	54,841	86.92%
<b>Total L/P Revenues</b>	<b>59,612</b>	<b>120,522</b>	<b>49.46%</b>	<b>120,582</b>	<b>140,461</b>	<b>85.85%</b>
<b>SERVICES</b>						
Inspections	100	750	13.33%	300	400	75.00%
Cemetery	3,070	3,850	79.74%	3,550	4,200	84.52%
Police	278	1,500	18.55%	776	870	89.20%
Code Enforcement	460	1,000	46.00%	820	970	84.54%
Streets	600	1,000	60.00%	0	0	0.00%
Leaf & Limb	900	750	120.00%	625	775	80.65%
Sanitation	871,903	1,151,000	75.75%	848,424	1,139,613	74.45%
Warehouse	6,631	10,500	63.15%	8,925	10,865	82.14%
Parks & Recreation	19,160	30,000	63.87%	25,258	31,353	80.56%
Library	5,094	4,750	107.25%	4,087	5,279	77.43%
Airport	54,531	57,567	94.73%	42,350	53,551	79.08%
Recreation Center	90,018	95,000	94.76%	81,385	108,812	74.79%
<b>Total Svc Revenues</b>	<b>1,052,745</b>	<b>1,357,667</b>	<b>77.54%</b>	<b>1,016,500</b>	<b>1,356,688</b>	<b>74.93%</b>
<b>COURT REVENUES</b>						
Fines	26,766	40,000	66.91%	29,857	41,391	72.13%
Admin Fees	404	950	42.52%	866	1,066	81.21%
CJP Arrest Fees	2,170	3,500	62.01%	2,422	3,307	73.23%
Court Costs	10,455	15,500	67.45%	12,489	18,658	66.94%
Remedies	400	500	80.00%	640	800	80.00%
Court Technology	1,003	0	0.00%	1,297	1,738	74.63%
<b>Total Court Revs</b>	<b>41,197</b>	<b>60,450</b>	<b>68.15%</b>	<b>47,570</b>	<b>66,960</b>	<b>71.04%</b>
<b>MISC. SALES &amp; REVS</b>						
Cemetery Plots	7,500	20,000	37.50%	36,000	38,250	94.12%
Franchise Fee - Utility	131,250	175,000	75.00%	131,250	175,000	75.00%
Interest Income	27,668	6,400	432.31%	4,690	7,724	60.72%
Rents	5,000	0	0.00%	0	0	0.00%
Credit Card Usage Fee	4,836	5,000	96.72%	4,435	6,187	71.68%
Misc Rev/Ins Recovery	42,156	27,000	156.13%	49,466	69,562	71.11%
Sale of Fixed Assets	24,390	5,000	487.80%	0	8,500	0.00%
Transfer in from Utility	948,244	1,264,325	75.00%	993,000	1,324,000	75.00%
Other Rev-Lease Purchase	0	0	0.00%	0	0	0.00%
<b>Total Misc. Revs</b>	<b>1,191,043</b>	<b>1,502,725</b>	<b>79.26%</b>	<b>1,218,841</b>	<b>1,629,223</b>	<b>74.81%</b>
<b>CONTRIBUTIONS</b>						
Public Sources	93,764	143,064	65.54%	119,895	121,899	98.36%
Private Sources	6,675	1,500	445.00%	3,122	3,317	94.12%
Grants	48,347	3,459	1397.71%	39,123	76,660	51.03%
Volunteer Fire Dept	17,002	22,200	76.58%	16,890	22,425	75.32%
B. Hewatt	11,000	7,000	157.14%	10,364	10,364	100.00%
Tocker Foundation	0	0	0.00%	0	0	0.00%
<b>Total Contributions</b>	<b>176,788</b>	<b>177,223</b>	<b>99.75%</b>	<b>189,394</b>	<b>234,665</b>	<b>80.71%</b>
<b>TOTAL REVENUES</b>	<b>4,881,306</b>	<b>5,938,301</b>	<b>82.20%</b>	<b>4,771,063</b>	<b>6,010,691</b>	<b>79.38%</b>



**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2022-23  
FOR MONTH OF: June**

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 06/30	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
<b>ADMINISTRATION</b>						
Personnel	150,178	247,179	60.76%	156,243	216,652	72.12%
Services	116,723	136,908	85.26%	120,774	145,892	82.78%
Supplies & Materials	20,617	44,610	46.22%	27,434	36,734	74.68%
Other	47,987	40,595	118.21%	80,835	81,868	98.74%
Capital	0	0	0.00%	0	0	0.00%
Transfer to TxDOT Sidewalk Gran	0	0	0.00%	0	0	0.00%
<b>Total Admin Expense</b>	<b>335,505</b>	<b>469,292</b>	<b>71.49%</b>	<b>385,286</b>	<b>481,146</b>	<b>80.08%</b>
<b>FINANCE</b>						
Personnel	41,236	54,829	75.21%	33,585	48,040	69.91%
Services	25,360	27,530	92.12%	21,921	22,043	99.44%
Supplies & Materials	1,177	1,700	69.26%	2,264	2,374	95.38%
Other	0	0	0.00%	0	0	0.00%
<b>Total Finance Expense</b>	<b>67,773</b>	<b>84,059</b>	<b>80.63%</b>	<b>57,769</b>	<b>72,457</b>	<b>79.73%</b>
<b>POLICE</b>						
Personnel	847,964	1,272,120	66.66%	829,568	1,143,039	72.58%
Services	21,367	37,074	57.63%	23,203	34,832	66.61%
Supplies & Materials	87,779	112,180	78.25%	71,134	103,611	68.65%
Other	52,130	59,012	88.34%	54,307	54,307	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Police Expense</b>	<b>1,009,240</b>	<b>1,480,386</b>	<b>68.17%</b>	<b>978,211</b>	<b>1,335,789</b>	<b>73.23%</b>
<b>ANIMAL CONTROL</b>						
Personnel	36,452	50,765	71.81%	34,856	48,353	72.09%
Services	8,993	9,850	91.30%	9,000	9,197	97.86%
Supplies & Materials	2,266	5,500	41.21%	2,985	4,417	67.58%
Other	398	400	99.47%	385	385	100.04%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Animal Control Exp</b>	<b>48,110</b>	<b>66,515</b>	<b>72.33%</b>	<b>47,226</b>	<b>62,352</b>	<b>75.74%</b>
<b>COURT</b>						
Personnel	40,771	63,905	63.80%	40,665	56,809	71.58%
Services	13,680	22,388	61.10%	16,994	23,725	71.63%
Supplies & Materials	80	600	13.31%	74	74	100.00%
Other	44	45	97.24%	44	44	99.45%
<b>Total Court Exp</b>	<b>54,575</b>	<b>86,938</b>	<b>62.77%</b>	<b>57,776</b>	<b>80,652</b>	<b>71.64%</b>
<b>FIRE</b>						
Personnel	1,808	1,808	100.00%	2,034	2,034	100.00%
Services	6,152	12,695	48.46%	7,378	9,952	74.14%
Supplies & Materials	16,065	39,650	40.52%	19,231	52,591	36.57%
Other	34,910	37,625	92.78%	31,329	31,854	98.35%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Fire Expense</b>	<b>58,935</b>	<b>91,778</b>	<b>64.21%</b>	<b>59,973</b>	<b>96,431</b>	<b>62.19%</b>
<b>LIBRARY</b>						
Personnel	215,268	302,698	71.12%	189,779	268,888	70.58%
Services	10,796	16,584	65.10%	10,714	14,885	71.98%
Supplies (includes Donation/Grant exp)	45,032	98,110	45.90%	30,596	48,949	62.51%
Other	4,523	4,525	99.96%	3,956	3,956	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Library Expense</b>	<b>275,619</b>	<b>421,917</b>	<b>65.33%</b>	<b>235,044</b>	<b>336,678</b>	<b>69.81%</b>
<b>COMMUNITY SERVICE</b>						
Allocated Support	67,621	87,460	77.32%	48,328	68,248	70.81%
<b>Total Community Svc Exp</b>	<b>67,621</b>	<b>87,460</b>	<b>77.32%</b>	<b>48,328</b>	<b>68,248</b>	<b>70.81%</b>
<b>PARKS &amp; RECREATION</b>						
Personnel	200,229	263,181	76.08%	193,380	264,417	73.13%
Services	20,074	31,025	64.70%	27,547	35,735	77.09%
Supplies & Materials	81,682	70,650	115.62%	88,723	120,856	73.41%
Other-Special Projects	8,275	18,340	45.12%	7,718	7,718	100.00%
Capital Expenditures	6,083	0	0.00%	0	0	0.00%
<b>Total Parks &amp; Recr Exp</b>	<b>316,342</b>	<b>383,196</b>	<b>82.55%</b>	<b>317,368</b>	<b>428,726</b>	<b>74.03%</b>

**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2022-23  
FOR MONTH OF: June**

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 06/30	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
<b>RECREATION CENTER</b>						
Personnel	164,542	237,999	69.14%	154,339	217,372	71.00%
Services	61,762	82,234	75.11%	64,691	87,807	73.67%
Supplies & Materials	38,281	36,800	104.03%	35,146	41,623	84.44%
Other-Special Projects	9,420	9,400	100.21%	22,100	22,100	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Recreation Center Exp</b>	<b>274,005</b>	<b>366,433</b>	<b>74.78%</b>	<b>276,276</b>	<b>368,902</b>	<b>74.89%</b>
<b>STREET &amp; ALLEY</b>						
Personnel	143,559	210,969	68.05%	121,994	175,802	69.39%
Services	153,654	147,050	104.49%	153,688	244,127	62.95%
Supplies & Materials	199,466	220,550	90.44%	267,121	336,282	79.43%
Other-Special Projects	25,232	24,734	102.02%	26,127	26,127	100.00%
Capital Expenditures	4,620	0	0.00%	30,706	69,202	44.37%
Transfer to HMPG Grant	0	0	0.00%	0	0	0.00%
<b>Total Street &amp; Alley Exp</b>	<b>526,531</b>	<b>603,303</b>	<b>87.27%</b>	<b>599,635</b>	<b>851,540</b>	<b>70.42%</b>
<b>SOLID WASTE</b>						
Personnel	153,664	263,380	58.34%	140,464	196,020	71.66%
Services	652,468	983,450	66.34%	619,425	941,273	65.81%
Supplies & Materials	36,405	44,650	81.53%	80,458	99,964	80.49%
Other-Special Projects	30,718	30,719	100.00%	30,697	37,448	81.97%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Solid Waste Exp</b>	<b>873,255</b>	<b>1,322,199</b>	<b>66.05%</b>	<b>871,043</b>	<b>1,274,705</b>	<b>68.33%</b>
<b>ENFORCEMENT &amp; INSPEC</b>						
Personnel	57,849	84,494	68.47%	63,269	88,210	71.73%
Services	22,625	37,055	61.06%	22,973	38,370	59.87%
Supplies & Materials	4,813	8,690	55.38%	6,445	11,223	57.42%
Other	455	435	104.68%	461	461	100.05%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Enforcement/Insp Exp</b>	<b>85,742</b>	<b>130,674</b>	<b>65.62%</b>	<b>93,148</b>	<b>138,264</b>	<b>67.37%</b>
<b>CEMETERY</b>						
Personnel	73,000	101,715	71.77%	51,526	78,854	65.34%
Services	6,969	8,745	79.70%	8,216	10,334	79.50%
Supplies & Materials	11,006	9,075	121.28%	6,184	8,765	70.55%
Other	190	190	100.06%	8,807	8,807	100.00%
Capital Expenditures	0	5,000	0.00%	7,045	7,045	100.00%
<b>Total Cemetery Expense</b>	<b>91,166</b>	<b>124,725</b>	<b>73.09%</b>	<b>81,778</b>	<b>113,805</b>	<b>71.86%</b>
<b>AIRPORT</b>						
Services	28,083	39,635	70.85%	26,725	38,511	69.40%
Supplies & Materials	4,007	5,600	71.55%	4,451	6,942	64.12%
Other	59,211	8,720	679.02%	77,837	81,144	95.92%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Airport Expense</b>	<b>91,300</b>	<b>53,955</b>	<b>169.22%</b>	<b>109,013</b>	<b>126,597</b>	<b>86.11%</b>
<b>GRANTS &amp; ECONOMIC DEVELOPMENT</b>						
Personnel	73,317	101,988	71.89%	63,771	91,062	70.03%
Services	5,021	16,270	30.86%	2,923	6,164	47.41%
Supplies & Materials	94	500	18.80%	108	115	94.05%
Other	11,469	46,713	24.55%	23,704	34,318	69.07%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Grant &amp; Eco Development Exp</b>	<b>89,901</b>	<b>165,471</b>	<b>54.33%</b>	<b>90,505</b>	<b>131,659</b>	<b>68.74%</b>
<b>TOTAL EXPENSES</b>	<b>4,265,619</b>	<b>5,938,301</b>	<b>71.83%</b>	<b>4,308,381</b>	<b>5,967,951</b>	<b>72.19%</b>
<b>TOTAL REVENUES</b>	<b>4,881,306</b>	<b>5,938,301</b>	<b>82.20%</b>	<b>4,771,063</b>	<b>6,010,691</b>	<b>79.38%</b>
<b>Revenues Over/Under Expenses</b>	<b>615,686</b>	<b>0</b>		<b>462,682</b>	<b>42,740</b>	

**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2022-23  
FOR MONTH OF: June**

	2022/2023	2022/2023	2022/2023		AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	2021/2022 @ 06/30	2021/2022 BUDGET	% OF BUDGET USED/COLLECTED
<b>Maintenance Fund</b>						
Revenues	72,794	117,868	61.76%	54,732	104,252	52.50%
Personnel Expense	54,754	75,108	72.90%	51,293	71,457	71.78%
Services Expense	2,534	4,245	59.69%	2,655	4,375	60.68%
Supplies Expense	32,722	38,280	85.48%	38,071	28,180	135.10%
Other Expense	234	235	99.67%	239	240	99.63%
Capital Expense	0	0	0.00%	0	0	0.00%
<b>Total Maint Fund Exp</b>	<b>90,244</b>	<b>117,868</b>	<b>76.56%</b>	<b>92,258</b>	<b>104,252</b>	<b>88.50%</b>
<i>Revenues Over/Under Expenses</i>	<b>(17,450)</b>	<b>0</b>		<b>(37,526)</b>	<b>0</b>	



**CITY OF SMITHVILLE  
UTILITY FUND RECAP**

**2022-2023**

**FOR MONTH OF: June**

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/22 @ 06/30	AMENDED 2021/22 BUDGET	2021/22 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
Electric	3,583,502	5,516,265	64.96%	3,771,808	5,497,032	68.62%
Water	740,809	1,076,000	68.85%	721,248	1,004,803	71.78%
Wastewater	677,198	824,500	82.13%	667,267	893,458	74.68%
Miscellaneous	457,031	612,302	74.64%	459,580	642,400	71.54%
<b>TOTAL REVENUES</b>	<b>5,458,540</b>	<b>8,029,067</b>	<b>67.98%</b>	<b>5,619,902</b>	<b>8,037,693</b>	<b>69.92%</b>
<b>EXPENSES:</b>						
Administration	1,233,382	1,751,668	70.41%	1,115,331	1,475,068	75.61%
Electric	2,708,591	3,674,766	73.71%	2,538,063	3,627,705	69.96%
Recycle	52,744	67,009	78.71%	47,274	63,339	74.64%
Water	331,943	352,231	94.24%	358,957	477,314	75.20%
Wastewater	708,655	832,068	85.17%	853,545	733,867	116.31%
Transfers	1,013,494	1,351,325	75.00%	1,058,250	1,411,000	75.00%
<b>TOTAL EXPENSES</b>	<b>6,048,809</b>	<b>8,029,067</b>	<b>75.34%</b>	<b>5,971,420</b>	<b>7,788,293</b>	<b>76.67%</b>
<b>Revenues Over/(Under)</b>						
<b>Expenses:</b>	<b>(590,269)</b>	<b>0</b>		<b>(351,518)</b>	<b>249,400</b>	

**CITY OF SMITHVILLE**  
**UTILITY FUND REVENUE RECAP**  
**2022-2023**  
**FOR MONTH OF: June**

	2022/2023	2022/2023	2022/2023	2021/2022	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@06/30	2021/2022 BUDGET	% OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
<b>ELECTRIC</b>						
Residential Electric	2,085,507	3,333,960	62.55%	2,205,247	3,307,684	66.67%
Small Commercial Electric	356,165	496,000	71.81%	345,840	512,387	67.50%
Large Commercial Electric	899,225	1,440,300	62.43%	957,834	1,353,046	70.79%
Public Lighting	10,470	14,000	74.79%	10,521	14,019	75.05%
Interdepartmental	113,046	173,725	65.07%	121,140	164,665	73.57%
Electric Opt Out Fees	1,590	2,280	69.74%	1,880	2,450	76.73%
Charge for Svcs - Electric	117,498	56,000	209.82%	129,345	142,781	90.59%
<b>Total Electric Revs</b>	<b>3,583,502</b>	<b>5,516,265</b>	<b>64.96%</b>	<b>3,771,808</b>	<b>5,497,032</b>	<b>68.62%</b>
<b>WATER</b>						
Metered Sales	700,838	1,014,500	69.08%	656,968	934,233	70.32%
Unmetered Sales	972	1,500	64.77%	2,280	2,570	88.72%
Water Taps	39,000	60,000	65.00%	62,000	68,000	91.18%
<b>Total Water Revs</b>	<b>740,809</b>	<b>1,076,000</b>	<b>68.85%</b>	<b>721,248</b>	<b>1,004,803</b>	<b>71.78%</b>
<b>WASTEWATER</b>						
Flat Rate Charge	627,698	779,500	80.53%	620,267	826,208	75.07%
Sewer Taps	49,500	45,000	110.00%	47,000	67,250	69.89%
<b>Total WasteW Revs</b>	<b>677,198</b>	<b>824,500</b>	<b>82.13%</b>	<b>667,267</b>	<b>893,458</b>	<b>74.68%</b>
<b>MISC. SALES &amp; REVS</b>						
Utility Service Transfer Fee	525	825	63.64%	750	1,150	65.22%
Rents	0	25,275	0.00%	23,757	23,757	100.00%
Grants	0	0	0.00%	0	0	0.00%
W/WW Imp Fee - '19 CO's	110,360	147,500	74.82%	110,819	147,849	74.95%
Drainage/System Imp Fees	108,237	142,250	76.09%	107,386	143,441	74.86%
Utility Penalties	121,227	175,000	69.27%	129,158	186,604	69.22%
Interest Income	29,855	10,500	284.34%	6,861	13,093	52.40%
Credit Card Usage Fee	21,628	24,750	87.39%	18,972	25,816	73.49%
Misc Income/Ins Recovery	28,920	10,175	284.23%	5,730	9,079	63.11%
QECB Treasury Subsidy	30,235	51,027	59.25%	28,801	56,295	51.16%
Sale of Fixed Assets	0	3,000	0.00%	0	0	0.00%
Sale of Recyclables	6,043	22,000	27.47%	27,345	35,316	77.43%
<b>Total Misc. Revs</b>	<b>457,031</b>	<b>612,302</b>	<b>74.64%</b>	<b>459,580</b>	<b>642,400</b>	<b>71.54%</b>
<b>TOTAL REVENUES</b>	<b>5,458,540</b>	<b>8,029,067</b>	<b>67.98%</b>	<b>5,619,902</b>	<b>8,037,693</b>	<b>69.92%</b>

**CITY OF SMITHVILLE  
UTILITY FUND EXPENSE RECAP  
2022-2023**

**FOR MONTH OF: June**

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @06/30	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
<b>REVENUES</b>	<b>5,458,540</b>	<b>8,029,067</b>	<b>67.98%</b>	<b>5,619,902</b>	<b>8,037,693</b>	<b>69.92%</b>
<b>EXPENSES</b>						
<b>ADMINISTRATION</b>						
Personnel	636,234	835,684	76.13%	564,521	793,171	71.17%
Services	195,444	223,242	87.55%	153,187	195,632	78.30%
Supplies & Matls	13,401	16,825	79.65%	17,052	20,139	84.67%
Other	388,303	675,917	57.45%	380,571	466,126	81.65%
Capital	0	0	0.00%	0	0	0.00%
Transfer to USDA SH95	0	0	0.00%	0	0	0.00%
Transfer to I & S	65,250	87,000	75.00%	65,250	87,000	75.00%
Transfer to General	948,244	1,264,325	75.00%	993,000	1,324,000	75.00%
<b>Total Admin Exp</b>	<b>2,246,876</b>	<b>3,102,993</b>	<b>72.41%</b>	<b>2,173,581</b>	<b>2,886,068</b>	<b>75.31%</b>
<b>ELECTRIC</b>						
Personnel	216,524	303,356	71.38%	184,909	257,892	71.70%
Services	80,550	119,693	67.30%	33,336	87,275	38.20%
Supplies & Matls	2,315,992	3,221,725	71.89%	2,205,107	3,190,985	69.10%
Other	95,525	29,992	318.50%	114,710	91,553	125.29%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Electric Exp</b>	<b>2,708,591</b>	<b>3,674,766</b>	<b>73.71%</b>	<b>2,538,063</b>	<b>3,627,705</b>	<b>69.96%</b>
<b>RECYCLE</b>						
Personnel	38,939	53,619	72.62%	32,677	45,646	71.59%
Services	1,706	2,525	67.55%	2,853	3,212	88.83%
Supplies&Matls	7,656	6,420	119.25%	3,341	6,078	54.97%
Other	4,443	4,445	99.95%	8,403	8,403	100.00%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Recycle Exp</b>	<b>52,744</b>	<b>67,009</b>	<b>78.71%</b>	<b>47,274</b>	<b>63,339</b>	<b>74.64%</b>
<b>WATER</b>						
Personnel	107,339	144,068	74.51%	93,862	134,322	69.88%
Services	43,537	50,850	85.62%	65,749	104,436	62.96%
Supplies & Matls	107,059	83,140	128.77%	121,581	169,568	71.70%
Other	74,007	74,173	99.78%	77,765	68,988	112.72%
Capital	0	0	0.00%	0	0	0.00%
Transfer to CDBG	0	0	0.00%	0	0	0.00%
<b>Total Water Exp</b>	<b>331,943</b>	<b>352,231</b>	<b>94.24%</b>	<b>358,957</b>	<b>477,314</b>	<b>75.20%</b>
<b>WASTEWATER</b>						
Personnel	105,962	160,143	66.17%	111,846	144,707	77.29%
Services	175,355	201,050	87.22%	210,101	271,433	77.40%
Supplies & Matls	62,334	107,020	58.25%	128,548	217,433	59.12%
Other	365,005	363,855	100.32%	403,050	100,294	401.87%
Capital	0	0	0.00%	0	0	0.00%
<b>Total W/Water Exp</b>	<b>708,655</b>	<b>832,068</b>	<b>85.17%</b>	<b>853,545</b>	<b>733,867</b>	<b>116.31%</b>
<b>TOTAL EXPENSES</b>	<b>6,048,809</b>	<b>8,029,067</b>	<b>75.34%</b>	<b>5,971,420</b>	<b>7,788,293</b>	<b>76.67%</b>
<b>REVENUES OVER/(UNDER) EXPENSES:</b>	<b>(590,269)</b>	<b>0</b>		<b>(351,518)</b>	<b>249,400</b>	



CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	June 2023
Number Of Electric Customers:	2296
Number Of New Customers:	34
Number Of Customers Leaving The City:	30
Number Of Customers Penalized:	421
Number of Customers "Cut-Off" For Non-Payment:	14 (13 Reconnected)

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

	<b>2022/2023</b>	<b>2022/2023</b>	<b>2022/2023</b>		<b>AMENDED</b>	<b>2021/2022</b>
	<b>Y-T-D</b>	<b>BUDGET</b>	<b>% OF BUDGET</b>	<b>2021/2022</b>	<b>2021/2022</b>	<b>% OF BUDGET</b>
			<b>USED/COLLECTED</b>	<b>Y-T-D</b>	<b>BUDGET</b>	<b>USED/COLLECTED</b>
<b>REVENUES:</b>						
Property Taxes *	646,520	659,968	97.96%	420,605	429,322	97.97%
Drainage/System Imp Utility Fees	65,250	87,000	75.00%	65,250	87,000	75.00%
Transfer In/ Miscellaneous	0	0	0.00%	569	569	100.00%
Interest	12,682	0	0.00%	774	2,876	26.92%
<b>Total Revenues</b>	<b>724,452</b>	<b>746,968</b>	<b>96.99%</b>	<b>487,199</b>	<b>519,767</b>	<b>93.73%</b>
<b>EXPENSES:</b>						
Bond P&I Pymts '18 C of O's (refin '09)	318,171	318,171	100.00%	316,200	316,200	100.00%
Bond P&I Pymts '19 C of O's	18,463	26,675	69.21%	18,713	27,175	68.86%
Tax Note, Series 2021	103,475	106,384	97.27%	172,661	176,136	98.03%
Tax Note, Series 2022	278,781	295,738	94.27%	0	0	0.00%
<b>Total Expenses</b>	<b>718,890</b>	<b>746,968</b>	<b>96.24%</b>	<b>507,574</b>	<b>519,511</b>	<b>97.70%</b>
<b>NET OF REVENUES OVER (UNDER) EXPENSES</b>	<b>5,562</b>	<b>0</b>		<b>(20,375)</b>	<b>256</b>	

\* 2021-22 values include \$258 excess collections from FY 2020

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