

Item # 4

Considerations for Improving Downtown

Physical improvements to downtown

- Install overhead street lights from Main St. east-west along 2nd St. - **COMPLETE**
- Extend overhead “Christmas” lights north along Main St. to 4th St. - **COMPLETE**
- Improvements to sidewalks, paving, gutters, striping, drainage – **COMPLETE**
Sealcoat and Re-striping of Main Street completed in December 2022.
TXDOT TASA grant received. Main Street ADA-compliant ramps and 1st Street sidewalks in process. Plan set is 85% complete. Bid process (RFP) for construction contractor within next 30-days.
- Consider replacement of all ornamental street lamps that are 30+ years old with new, dark-skies compatible, LED fixtures. **NEW**
- City is now maintaining the downtown area sidewalks from 1st to Overlook Park. This includes NE/NW blocks along Main street. City also weed-eats along Loop 230.

Community Events

- Events that help & hurt downtown businesses - **Festival of Lights, Airing of the Quilts, Farmer’s Market, Texas Photo Festival** are a few of the events that help downtown. **Not sure which events hurt downtown businesses as they take visitors AWAY from downtown (e.g., Fly-In, Jamboree, 4th of July)???**

Signage

- Eat, shop... signage (TxDot) – **No update at this time. Not sure the exact type of signage requested. Wayfinding signage installed. Purple Heart signage installed.**
- Hope Float Sign Restoration – **Still working on electronic billboard at airport. However, need direction from Council whether or not to hire artist to complete and/or restore old Hope Floats sign. “Friends of the Hope Floats Sign” initiated a fund-raising campaign. In addition, this is a cultural district grant project currently under consideration.**
- Hwy 71 directional signage – **Please elaborate.**

Access to Colorado River

- Main Street park access/activities – **Construction and on-going maintenance costs remain a concern. Also, neighbors that live at the end of Main are against having a public park. Brian Wells and Ryan Savage were working on a community park plan. This topic will be added to a future comprehensive plan discussion.**

Communication & Collaboration

- State film & music industry interface via city – **Kelly Holt / Mike Shell**
- Collaboration among downtown businesses – **Revamping notification and sign-off requirements.**

Code Compliance

- Visit/revise/enforce codes governing use of public sidewalks – **Hired new code enforcement officer!!!**

Facades/Empty Buildings

- Explore ways to improve aesthetics of Main Streetscape – Vacancy tax / Façade grants / Main Street Program?

Land Use

- Promote mixed (residential) uses – Discuss during Comp plan. Update on Comp plan will be part of this month's CM report.

Proclamation

Pastoral Appreciation for Co-Pastors Ronnie L. Holt & Lenora W. Holt

WHEREAS, Co-Pastors Ronnie L. Holt & Lenora W. Holt is commemorating their 7th Pastoral Anniversary as Co-Pastors of Abundant Grace Community Church on Sunday, August 27th, 2023 the church congregations, family and friends from all over have proudly come together to help celebrates the services and sacrifices of God’s servants, and

WHEREAS, under the direction of the Holy Spirit, Co-Pastors Ronnie L. Holt & Lenora W. Holt was installed as Pastors of Abundant Grace Community Church in 2016, and throughout this time, they have fervently embraced the visions God has given them and continue to provide strong leadership needed to help improve and enrich the lives in Smithville and surrounding cities; and

WHEREAS, Co-Pastors Ronnie L. Holt & Lenora W. Holt firmly believes that the church must be a “Church moving forward,” and serve the community of Smithville through faith, unwavering love; and spiritual growth; and

WHEREAS, we are proud to call them our “Pastors, Leaders, and Friends,” and join citizens throughout Smithville, TX and beyond in thanking them for all that they have done over the past 7 years, and look forward to their continued spiritual guidance for many years to come.

NOW, THEREFORE, I, Sharon Foerster, Mayor of the City of Smithville hereby honor the 7th Pastoral Anniversary of Co-Pastors Ronnie L. Holt & Lenora W. Holt, and proclaim Sunday, August 27th, 2023 as *Co-Pastors Ronnie L. Holt & Lenora W. Holt Day* within the City and urge all the citizens of Smithville to acknowledge the occasion of this day.

Co-Pastors Ronnie L. Holt & Lenora W. Holt Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 11th Day of August 2023.

Mayor, Sharon Foerster

Attest:

Jennifer Lynch, City Secretary

Item # 5

CITY OF SMITHVILLE
COUNCIL MEETING MINUTES
JULY 10, 2023

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

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

Recognition/Awards/Proclamations/Announcements/Presentations:

- a) Presentation from Gry Park and Brooke Gillespe on the Refuge Center
- b) Presentation from Dr. Linda Wilson of the Smithville Hospital Authority Board

Citizen Comments: None

Approval of the minutes from the June 12, 2023, Council Meeting and Public Hearing, the June 14, 2023 Council Workshop, and the June 21, 2023 Workshop. Councilman Jenkins made a motion to approve the minutes. Councilman Etheredge Seconded and the motion passed unanimously.

Hear recommendations from Planning and Zoning on the following:

- a. 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: P&Z Chairman Brian Riewe said P&Z recommended approving the zero-lot line variance.
- b. On a minor / amending replat combining 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 Construction Group - P&Z Chairman Brian Riewe said P&Z recommended approving the re-plat.
- c. On a re-plat 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, Agent James E. Garon and/ or Glenn T. Dial: P&Z Chairman Brian Riewe said P&Z recommended approving the re-plat.

Public Hearing:

Hear Citizen's Comments:

- a. 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: No one signed up to speak for or against this item.

- b. On a minor / amending replat combining 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 Construction Group: No one signed up to speak for or against this item.
- c. On a re-plat 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, Agent James E. Garon and/or Glenn T. Dial: No one signed up to speak for or against this item.
- d. On the naming of Callie Street in the M5 Subdivision: No one signed up to speak for or against this item.

Adjourn

Open Meeting:

Citizen Comments: None

Discussion and Action on an Ordinance for 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 lot has 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 yard 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. The Koch's house is roughly this width which allows no room for error in the "construction". The Koch's feel the 35-foot easement in the front provides a sufficient set-back considering neighboring blocks do not have this additional easement. Waiving the rear set-back will allow more flexibility in positioning the home further from the front of the lot. Also, the Koch's own the lot to the east, and an unbuilt 60-foot road is to the west and vacated alley to the rear, so there are no infringements to neighboring owners. The council had a discussion about setting the precedents on a zero-lot line. The contractor also mentioned a 4,000 sq ft home which would exceed the 40% coverage rule. There was discussion on combining the lots so the coverage and setback may not be an issue. Councilman Jenkins said they should go back through P&Z since given the options they were presented he made a motion to deny the ordinance and waive the fee to go back through to P&Z. Councilman Jameson added to the motion to deny because of item three the request does not result in unnecessary hardship. Councilman Washington seconded and the motion to deny passed unanimously.

Citizen Comments: None

Discussion and Action on a minor / amending re-plat combining 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 Construction Group: The re-plat is being requested to combine two lots into one. The eastern alley was previously abandoned by Quit Claim deed to Roger and Emily Hewitt on 5/16/2005. Councilwoman Bruno made a motion to approve the re-plat. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a re-plat 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, Agent James E. Garon and/ or Glenn T. Dial: The re-plat is being requested to combine two lots into one. Councilman Jameson made a motion to approve the re-plat. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Resolution authorizing the renaming of the street in the M5 Subdivision to Callie Street: This resolution will remedy an administrative error regarding the naming of Callie Street within the M5 subdivision. The M5 Final Plat was approved by the City Council on 3/14/22. At the time, the final plat identified street names as Street "A", "B", and "C". As the 911 addressing protocols and procedures have evolved over time, the Bastrop County GIS department must review and approve all new street names to ensure there are no phonetic conflicts within the area related to the 911 system. The M5 developer chose the name "Callie" street and the city notified Bastrop County GIS. On April 6, 2022, Bastrop County GIS (Julie Sommerfeld) sent an email to the City Manager stating there were no conflicts identified in Bastrop County nor the Smithville (i.e., 78957) portion of Fayette County with respect to Callie Street. Councilman Jameson made a motion to approve the resolution. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on Sales Tax and Short-Term Rental Administration Agreement with Avenu Insights & Analytics: Avenu Insights & Analytics, LLC provides administrative services and compliance monitoring for general Sales and Use Tax collection and Hotel Occupancy Tax collection associated with Short-Term Rentals. The Sales and Use Tax compliance review is designed to assist the City of Smithville in enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax errors thereby producing previously unrealized revenue. The cost for this service is based on a thirty percent (30%) contingency fee. The fee applies to the sales/use tax revenue received by the city from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Short-Term Rental Monitoring, Identification, and Compliance Services are designed to help the city enhance 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. The cost of the Short-Term Rental Monitoring, Identification, and Compliance Services includes a one-time setup fee of two thousand dollars (\$2,000) and an annual fixed fee of two hundred fifty-five dollars (\$255) per property / per year (up to 60 properties) or an annual Administration fee of fifteen thousand dollars (\$15,000), whichever is greater. Fees will be calculated based on the total number of known, registered and active listing properties at the beginning of each contract year and 1/12th of the total Fees calculated are invoiced and due at the beginning of each month. 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. Preliminary analysis indicates that there are 43 properties registered on various short-term rental websites in Smithville with the average nightly rental rate of \$204.71. The estimated unrealized annual STR tax revenue (at 50-75% occupancy range) is between \$104-154k. Councilwoman Bruno made a motion to approve the contract. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Resolution supporting Ascension Seton Hospital and Smithville Hospital Authority Board: Councilmember Etheredge read the resolution. Councilwoman Bruno made a motion to approve the resolution. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on awarding a contract for miscellaneous concrete work in Smithville: The City of Smithville published a Request for Proposal (RFP) in the Austin American Statesman on June 7, 2023 and June 14, 2023 for a general contractor qualified to build transformer pads, sidewalks, curbs, clear drainage conveyances, and complete small drainage improvement projects (e.g., valley gutters, box culverts, concrete conveyances, etc.) within the incorporated city limits of Smithville, TX. The City received three (3) sealed proposals that were reviewed by City staff on Wednesday, June 21, 2023. The qualified contractor must furnish their own equipment, utilize best-known practices for concrete forming / finishing, and carry \$1M in general liability insurance naming the City of Smithville as a certificate holder. Experience, work performance, capacity to perform, and cost were criteria used by the City staff to evaluate / differentiate each contractor's qualifications. RES Construction66, LLC was the lowest bidder that received the highest score with 94.33 points. As such, RES Construction66, LLC (Red Rock, TX) is the contractor that the evaluation team recommends to the City Council for awarding the 2-year contract (which includes an option for a discretionary 1-year extension). Councilman Jenkins made a motion to award RES Construction66, LLC the contract. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on awarding a contract for mowing various city-owned properties: The City of Smithville published a Request for Proposal (RFP) in the Austin American Statesman on June 7, 2023 and June 14, 2023 for mowing various city-owned properties. The qualified contractor will be required to mow and maintain 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 and carry a \$1M general liability insurance policy. Experience, work performance, capacity to perform, and cost were the criteria to be used to evaluate / differentiate each contractor's qualifications. However, only one (1) contractor, Mr. John Thompson, (who resides at 409 McSweeney in Smithville) submitted a bid. As the sole bidder, Mr. John Thompson is the contractor recommended to the City Council for awarding the 2-year mowing contract (which includes an option for a discretionary 1-year extension). As a minimum, Contractor shall mow city-owned properties twice per month. Councilman Etheredge made a motion to award John Thompson the contract. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on Approval of the Cultural District Public Art Project Form: If approved, local artists will use the form to identify / submit projects for funding consideration under the

City's Cultural District program. Councilman Jameson made a motion to approve the form. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on the Certification of Additional Sales and Use Tax to Pay Debt Services: The Texas Comptroller requires the Governing body to certify 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). Councilman Etheredge made a motion to approve the Certificate. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on entering into a contract with Singleton, Clark & Company, PC for the 2022/2023 Fiscal Year Audit: Approval of this agenda item will allow the City to utilize Singleton, Clark & Company for our annual audit services. The estimated audit fee for FY22/23 is \$29,200 (Financial Statement Audit \$24,200 and Single Audit \$5,000). This represents a 10% increase over last fiscal year's base rate of \$22,000 plus an additional \$5,000 for the single audit. Councilman Etheredge made a motion to authorize the City Manager to enter into a contract with Singleton Clark & Company, PC and pay \$29,200 for said services. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on the approval of the Financial Report: Councilman Washington made a motion to approve the financial report. Councilwoman Bruno seconded and the motion passed unanimously.

Adjourn 8:07 p.m.

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

Item # 6

City of Smithville Electric Rate Discussion

August 14, 2023

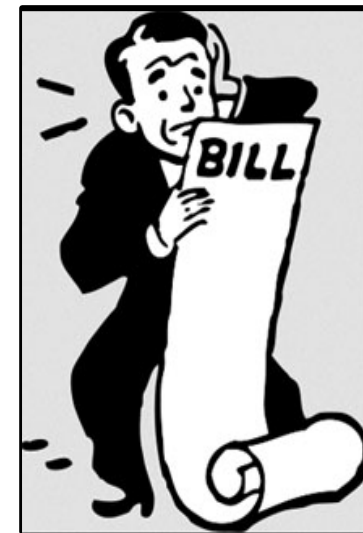


City of Smithville Electric Rate Discussion

August 14, 2023

CURRENT SITUATION:

- Citizens expressed frustration / concern about high electric bills in JULY on multiple social media outlets.
- Utility Bill vs Electric Bill



WHAT HAPPENED & WHY:



- Increase PCRF Cost / TIMING!
- 34 Days in Billing Cycle – Manual Reads
- Increased Demand and Consumption
- 35+ Consecutive Days of 100°F or Greater Temps
- **3X to 5X Increase in Residential and Commercial Usage**

HOW IS COST / kWh CALCULATED:

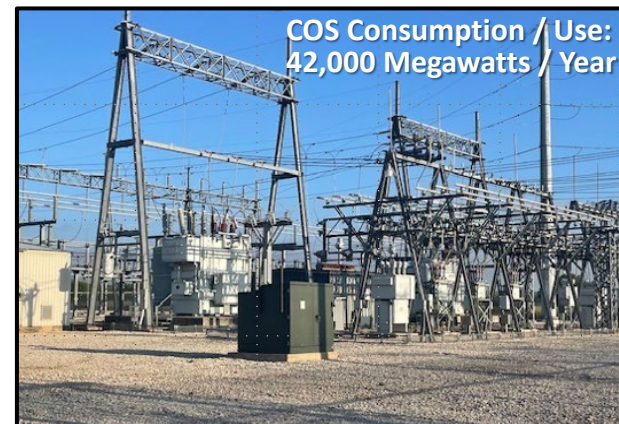
- Current LCRA Bill / Prior Month Consumption = $+$ \$0.05 / kWh Distribution Fee $=$ **\$COST / kWh ELECTRIC BILL**
- Next Month F&PCRF

City of Smithville Electric Rate Discussion

August 14, 2023

BACKGROUND:

- Wholesale Power Agreement w/ LCRA.
- 30-year Contract Expires 2041.
- COS – Utilizes Variable Billing Model:



VARIABLE F&P C F

- Generation Fee
- Transmission Fee
- Admin / Service Fees (e.g., Uri)
- Distribution Fee* (\$0.05 / kWh) **FIXED**

Set by Smithville Council

***Distribution Fee** helps pay for the materials, supplies, equipment, and personnel required to maintain the 47 miles of utility lines in Smithville.

City of Smithville Electric Rate Discussion

August 14, 2023

FUEL COST CALCULATIONS:

JUNE = CURRENT BILL (MAY) / PRIOR MONTH CONSUMPTION* (APRIL) + DIST. FEE = JUNE kWh RATE

\$237,466.78 / 2,729,053 kWh = \$0.08701 / kWh + \$0.050 = **\$0.13701 / kWh**

JULY = CURRENT BILL (JUNE) / PRIOR MONTH CONSUMPTION (MAY) + DIST. FEE = JULY kWh RATE

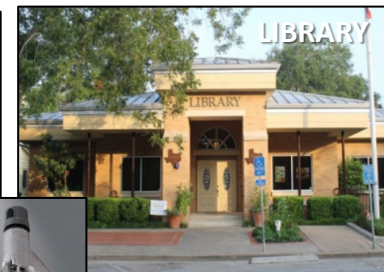
\$276,605.43 / 2,467,983 kWh = \$0.11207 / kWh + \$0.050 = **\$0.16207 / kWh**

AUG = CURRENT BILL (JULY) / PRIOR MONTH CONSUMPTION (JUNE) + DIST. FEE = AUG kWh RATE

\$329,170.30 / 5,025,005 kWh = \$0.06551 / kWh + \$0.050 = **\$0.11551 / kWh**

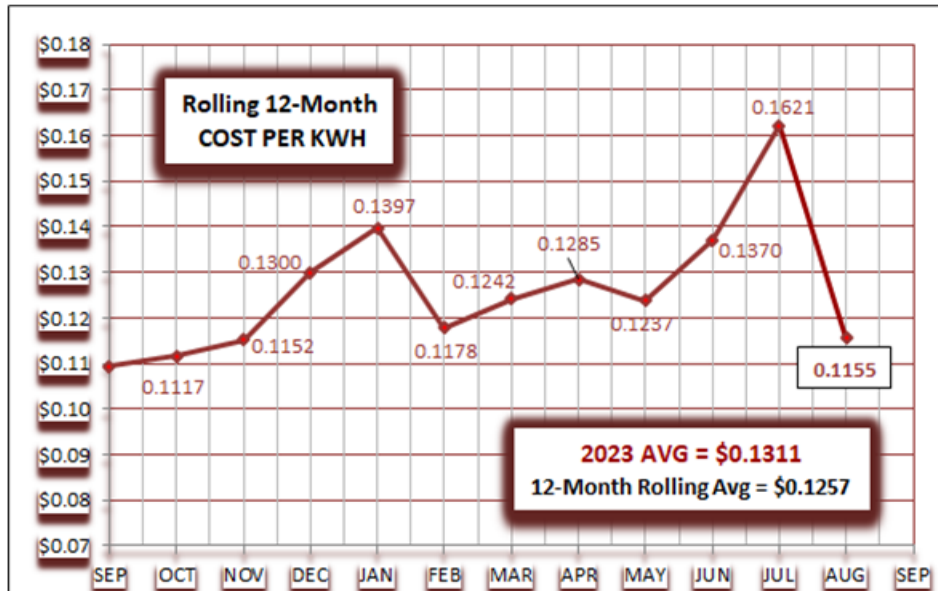
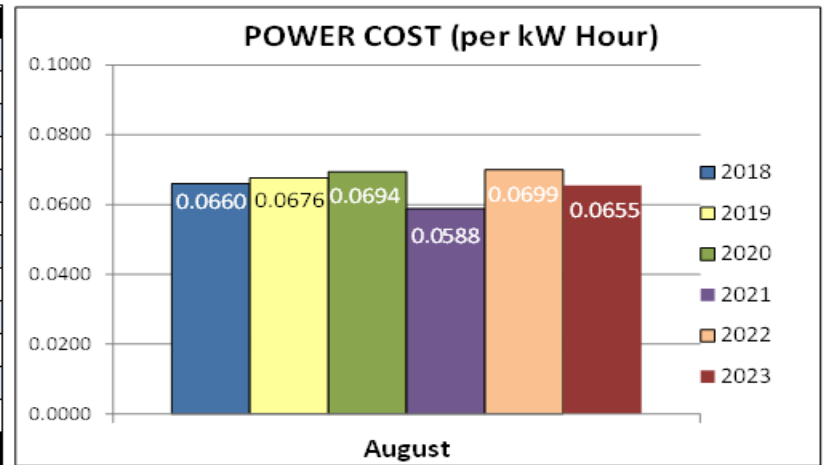
*CONSUMPTION INCLUDES:

- Residential Customers – 1950
- Commercial Customers – 302
- Public Lighting – (Unmetered)
- Public Buildings - 53
- Line Loss – 7%



Residential Power Cost Per kWh - City of Smithville (2018-2023)

Billing Month	2018	2019	2020	2021	2022	2023
January	0.0879	0.0709	0.0716	0.0755	0.0862	0.0897
February	0.0642	0.0664	0.0628	0.0620	0.0814	0.0678
March	0.0560	0.0598	0.0679	0.0829	0.0646	0.0742
April	0.0724	0.0666	0.0694	0.0539	0.0699	0.0785
May	0.0700	0.0733	0.0695	0.0855	0.0778	0.0737
June	0.0910	0.0881	0.0769	0.0896	0.0888	0.0870
July	0.0653	0.0673	0.0676	0.0965	0.0709	0.1121
August	0.0660	0.0676	0.0694	0.0588	0.0699	0.0655
September	0.0609	0.0625	0.0595	0.0778	0.0594	
October	0.0433	0.0527	0.0465	0.0550	0.0617	
November	0.0577	0.0517	0.0664	0.0663	0.0652	
December	0.0733	0.0675	0.0619	0.0708	0.0800	
Avg	0.0673	0.0662	0.0658	0.0729	0.0730	0.0811



- 1 LCRA F&PCRF = Fuel Cost
COS kWh Sold
- 2 Fuel Cost + Dist. Rate
= Electric Rate
- 3 Electric Rate X kWh
Used =

Electric Bill

2023 Cost / kW Hour	
January	\$0.1397
February	\$0.1178
March	\$0.1242
April	\$0.1285
May	\$0.1237
June	\$0.1370
July	\$0.1621
August	\$0.1155
September	
October	
November	
December	
Avg	\$0.1311

Note: Fuel & Power Cost Recovery Factor + City Distribution Fee* (\$0.0500) = Cost / kWh

*Residential Distribution Fee = \$0.0500/kWh. Non-Resident (i.e., service outside city limit) Distribution Fee = \$0.0650/kWh Effective October 1, 2019

Residential Power Cost Per kWh - City of Smithville (2018-2023)

2018 Cost / kW Hour	
January	0.1379
February	0.1142
March	0.1060
April	0.1224
May	0.1200
June	0.1410
July	0.1153
August	0.1160
September	0.1109
October	0.0933
November	0.1077
December	0.1233
Avg	0.1173

2017 Cost / kW Hour	
January	0.1245
February	0.1095
March	0.1080
April	0.1231
May	0.1147
June	0.1197
July	0.1153
August	0.1122
September	0.1016
October	0.1067
November	0.1057
December	0.1144
Avg	0.1135

2016 Cost / kW Hour	
January	0.1363
February	0.1089
March	0.1129
April	0.1148
May	0.1235
June	0.1344
July	0.1186
August	0.1135
September	0.1026
October	0.1039
November	0.0997
December	0.1008
Avg	0.1142

2015 Cost / kW Hour	
January	0.1267
February	0.1030
March	0.0948
April	0.1112
May	0.1088
June	0.1298
July	0.1041
August	0.1048
September	0.0997
October	0.0883
November	0.1027
December	0.1183
Avg	0.1077

2014 Cost / kW Hour	
January	0.1214
February	0.1033
March	0.0993
April	0.1285
May	0.1273
June	0.1189
July	0.1249
August	0.1232
September	0.1115
October	0.1095
November	0.1077
December	0.1145
Avg	0.1158

2019 Cost / kW Hour	
January	0.1209
February	0.1164
March	0.1098
April	0.1166
May	0.1233
June	0.1381
July	0.1173
August	0.1176
September	0.1125
October	0.1027
November	0.1017
December	0.1175
Avg	0.1162

2020 Cost / kW Hour	
January	0.1216
February	0.1128
March	0.1179
April	0.1194
May	0.1195
June	0.1269
July	0.1176
August	0.1194
September	0.1095
October	0.0965
November	0.1164
December	0.1119
Avg	0.1158

2021 Cost / kW Hour	
January	0.1255
February	0.1120
March	0.1329
April	0.1039
May	0.1355
June	0.1396
July	0.1465
August	0.1088
September	0.1278
October	0.1050
November	0.1163
December	0.1208
Avg	0.1229

2022 Cost / kW Hour	
January	0.1362
February	0.1314
March	0.1146
April	0.1199
May	0.1278
June	0.1388
July	0.1209
August	0.1199
September	0.1094
October	0.1117
November	0.1152
December	0.1300
Avg	0.1230

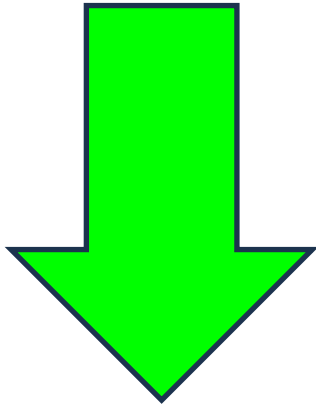
2023 Cost / kW Hour	
January	0.1397
February	0.1178
March	0.1242
April	0.1285
May	0.1237
June	0.1370
July	0.1621
August	0.1155
September	
October	
November	
December	
Avg	0.1311

AUGUST	Total % Fuel Cost DECREASE	-41.55%
	Total % kWh DECREASE	-28.73%

OUTLOOK FOR AUGUST:

- 29% REDUCTION
in cost / kWh

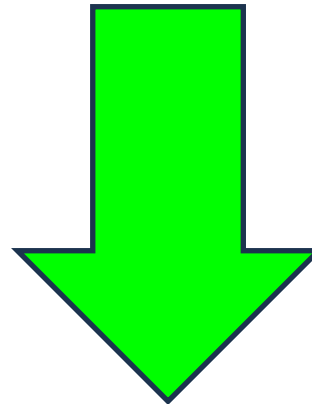
\$0.1621 / kWh



\$0.1155 / kWh

- 27-Days in
Billing Cycle

34-Days



27-Days*

Applies to customers billed
34-days in June/July.
(June 8 to July 12)

- Continued
Heat Wave



*Next Billing Cycle is July 13 to August 8th

City of Smithville Electric Rate Discussion

August 14, 2023

SUMMARY:

- Seasonal demand has increased consumption.
- # of Days in July billing cycle and PCRf calculation methodology exacerbated situation.
- Expect significantly lower cost / kWh for August.
- Implement energy conservations guidelines.
- Average cost / kWh for residential electric service in Smithville is **12-13 cents**.



RECOMMENDATIONS / OPTIONS:

- Continue calculating PCRf using Variable kWh Rate.
- Evaluate Fixed Billing Model (Flat kWh Rate)

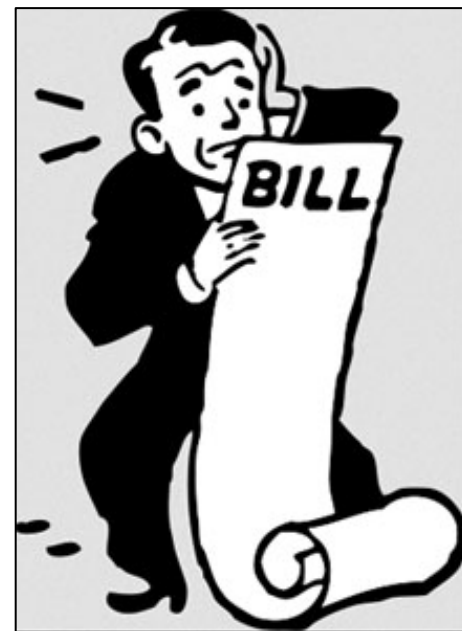
Questions???



BACK-UP

Understanding Your Utility Bill:

- Customers Only Pay for What They Use
- Payments are Due by the 10th of the Month
- Pay on-time to Avoid Penalty and/or Disruption of Service:
 - 10% Penalty on Total Bill for Late Payments
 - Service Disconnect after 30 Days Late
 - Reconnect Fee - \$50 (during normal business hours)
 - Reconnect Fee - \$100 (after-hours, weekends, or Holidays)
- **Payment arrangements can be made due to adverse circumstance but you must contact the City and honor commitment.**
- St. Vincent de Paul, Combined Community Action (CCA) and local Churches offer financial assistance.



**PAYMENT
REQUIRED**

City of Smithville Utility Assistance

Salvation Army

512-409-3474

St. Vincent DePaul

512-718-2614

Ministerial Alliance

(First Baptist Church)

512-237-2176

Advocacy Outreach

512-281-4180

Texzas Utility Help

TexasUtilityHelp.com

855-566-2057

Combined Community Action (CCA)

Application at City Hall

www.ccaction.com

800-688-9065



City of Smithville Electric Rate Discussion

August 14, 2023

ARTICLE 13.07 – ELECTRIC SERVICE

☐ § 13.07.002 **Rates.**

Electric rates are set by resolution of the city council and are on file with the city secretary.

(1987 Code, ch. 10, sec. 6B; 2001 Code, sec. 13.602)

☐ § 13.07.003 **Fuel cost adjustment clause.**

The energy charge per kilowatt-hour (KWH) shall be adjusted upward or downward each month by a fuel cost factor determined in accordance with the provisions set forth below:

- (1) A preliminary estimate of the cost of fuel per KWH of sales based on the best information available shall be calculated on or about the twentieth (20th) of each month and shall be applied to the number of KWH billed for the billing cycle of each subsequent month. Total kilowatt-hours sold during the month will be adjusted for appropriate line losses for use in the fuel cost adjustment clause. It is anticipated that an adjustment will follow later as set forth in subsection (2) below.
- (2) The adjustment to the estimate will be calculated for each month when the information is available and will reflect variances in the estimated and actual costs of all fuel used by the city's wholesale supplier in its generating plants and variances in the estimated and actual fuel cost components of power and energy purchased by the city.
- (3) The new fuel cost billing factor shall be used on the next bill rendered to each customer following determination and shall continue to be used until subsequent change is determined by test to be appropriate.
- (4) The purpose of this clause is to reflect accurately changes in the cost of fuel. Therefore, from time to time the total amount which was to have been recovered since the last fuel factor change will be compared with the amount actually recovered in the same period. Any difference will be considered in establishing the fuel cost billing factor for use in a subsequent period.

(1987 Code, ch. 10, sec. 6C; 2001 Code, sec. 13.603)

THANK YOU!

Robert Tamble, CSP / CET



City Manager

317 Main Street

Smithville, TX 78957

(512) 237-3282 - office

(512) 423-9390 - cell

City of Smithville Website → <https://www.ci.smithville.tx.us/>

Link to Current Utility Rates → <https://www.ci.smithville.tx.us/city-departments/utilities/rates/>

Item # 7

CITY OF SMITHVILLE

PLANNING & ZONING APPLICATION

APPLICATION TYPE

Zoning Change Request:

- ☐ Change in Zoning Class
- ☐ Change in Ordinance
- ☐ Variance
- ☐ Special Use Permit
- ☒ Minor Plat/Subdivision
- ☒ Other one-lot subdivision

Number of Requests:

- ☒ Single
- ☐ Multiple

PROPERTY IDENTIFICATION

Street Address 659 NW Loop 230

*** 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 SOLAR ADDITION

Property Tax Code: _____ Block Number: _____ Lot Number: _____

Property Owner (as listed on Deed): UGE SMITHVILLE LAND HOLDINGS, LLC *Elizabeth Ledwasinska*

Property Owner Mailing Address: 417 5th ave, Suite 803, New York, NY 10016 *Mark Jonathan Orchard - web*

Owner's Phone No: 917-720-5683 Owner's Email: nick.blitterswyk@ugei.com

Agent's Name (if applicable): BEFCO Engineering INC.

Agent's Mailing Address: P.O. Box 615 La Grange TX. 78945

Agent's Phone No: 979-968-6474 Agent's Email: kevin@befcoengineering.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 checked="" type="checkbox"/>		C-2	<input type="checkbox"/>	C-3	<input checked="" 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)

Updating the platted land to 15.767 acres total from the 20.767 acres it was originally.

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: Nick Blitterswyk

Digitally signed by Nick Blitterswyk
Date: 2023.06.28 15:32:03 -04'00'

Date: 6/28/2023

OFFICE USE ONLY:

Fee Amount:

675

Fee Payment:

675

P&Z Date:

August 1, 2023

Council Date:

August 14, 2023

Accepted By:

[Signature]

Date Submitted:

7-3-2023

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

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

July 24, 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 August 1, 2023, at 6:00 p.m. in the Council Chambers located at 317 Main Street, Smithville, TX for:

Discussion and Action on a replat of for A27 Decrow, Thomas 20.757 acres, parcels number 8729082 & 8716063, property owners UGE Smithville Land Holdings LLC, Elizbieta Ledwosinska and Mark Jonathan Orchard-Webb.

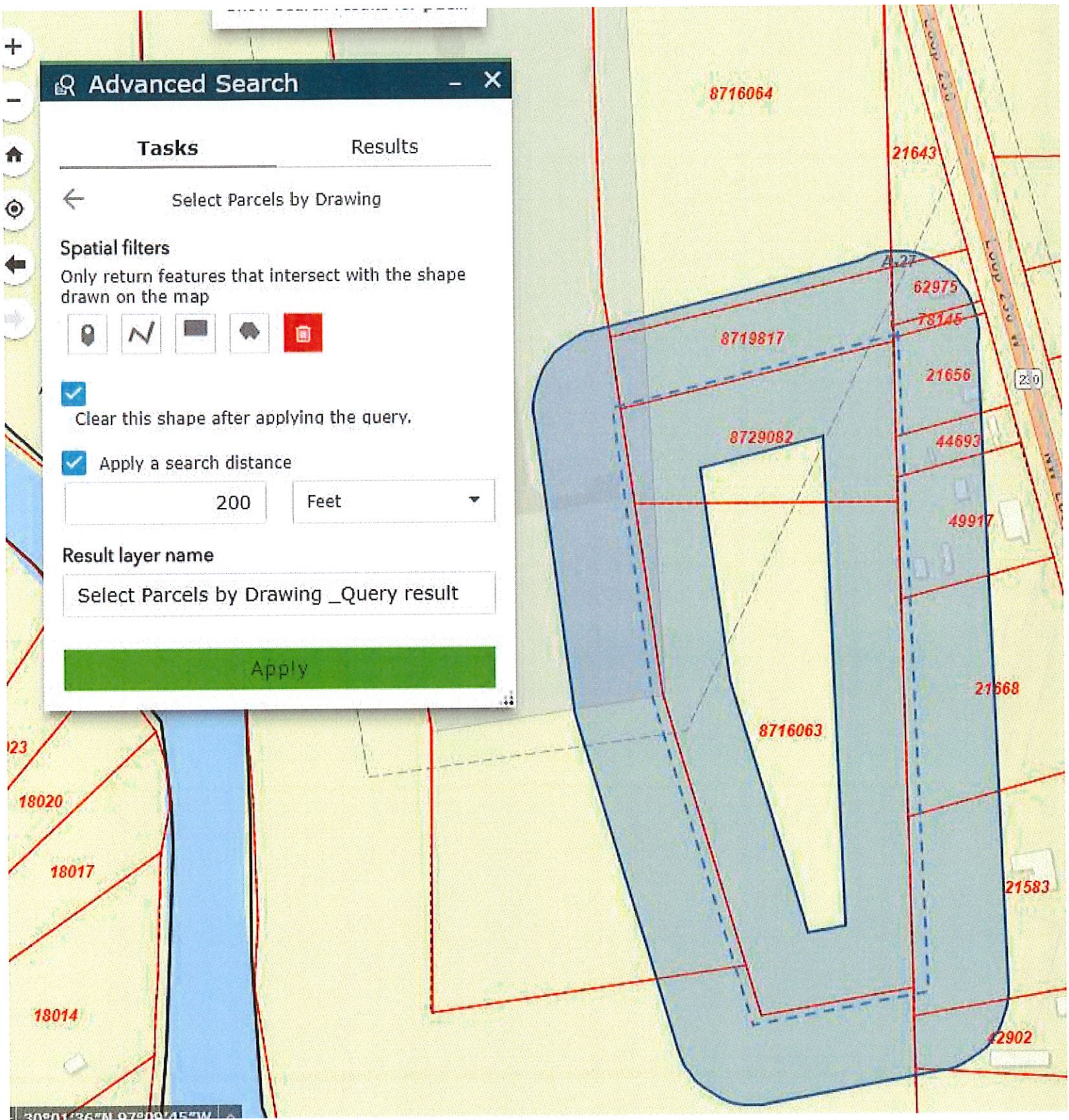
The Commission will hear all citizens' concerns for or against the minor/amending replat request. A recommendation will be given at the City Council meeting by the Planning and Zoning Commission. The City Council will hold a public hearing and Council meeting to discuss and seek action on August 14, 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). 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.**

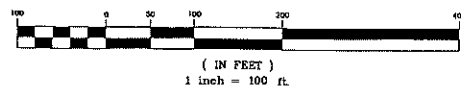
Planning and Zoning Commission: Brian Riewe, Caroline Noya, Nancy Catherman, Garrett Gutierrez & Monica Poss.

prop id	tr_file_as_name	legal_desc	status_num	status	status_street	status_street	status_street	status_street	status_state	status_zip	addr_line1	addr_line2	addr_line3	addr_city	addr_state	zip
21571	SMITHVILLE MUNICIPAL AIRPORT	ABS A27 Decrow, Thomas, 120.9972 ACRES	765	NW	LOOP	230			SMITHVILL	TX	78957	P O BOX 449		SMITHVILL	TX	78957
21583	CALVARY BAPTIST CHURCH OF BASTROP	A27 DECROW, THOMAS, ACRES 6.2010 (MH 28X56, S/N OC03861331/B, I/N TEX0374627/B)	607	NW	LOOP	230			SMITHVILL	TX	78957	P O BOX 340		BASTROP	TX	78602
21623	CBAY, ERNEST M.B. JAMES D	A27 DECROW, THOMAS, ACRES 5.4740	589	NW	LOOP	230			SMITHVILL	TX	78957	589 LOOP 230 W		SMITHVILL	TX	78957
21649	NA CONSTRUCTION 2021 LLC	Buescher Subdivision, Lots 22A, 23A & 24A, ACRES 1.779	685	NW	LOOP	230	SFC		SMITHVILL	TX	78957	5419 B (CLAREWOOD E		HOUSTON	TX	77082
21656	FALCON GREEN ENERGY LLC	A27 DECROW, THOMAS, ACRES 1.465	655	NW	LOOP	230			SMITHVILL	TX	78957	P O BOX 3321		AUSTIN	TX	78764
21665	FUQUA, SUSAN	ABS A27 Decrow, Thomas, 77.849 ACRES										P O BOX 570		SMITHVILL	TX	78957
21668	ARMSTRONG, COLLIS	A27 DECROW, THOMAS, ACRES 5.5100	619	W	W				SMITHVILL	TX	78957	7245 GREEN MEADOW		FLATCROFT	TX	78941
42902	ATKINSON, MARK & JOHN BADDERS	A27 DECROW, THOMAS, ACRES 1.4470										P O BOX 393		SMITHVILL	TX	78957
4693	SOTO, CATALINO	A27 DECROW, THOMAS, ACRES 0.7170	651	NW	LOOP	230			SMITHVILL	TX	78957	651 LOOP 230 W		SMITHVILL	TX	78957
49917	NELSON, JO ANNI M SELL	A27 DECROW, THOMAS, ACRES 2.4800 (MH 28X52, S/N TXFLN84A06061E7/B, I/N TEX0464254)	651	NW	LOOP	230			SMITHVILL	TX	78957	651 LOOP 230 W		SMITHVILL	TX	78957
62975	HARRIS, JO ANDY & TODD HENRY	Buescher Subdivision, Lots 20 F & 21A, ACRES 0.649	665	NW	LOOP	230			SMITHVILL	TX	78957	665 NW LOOP 230		SMITHVILL	TX	78957
78145	UGE SMITHVILLE LAND HOLDINGS LLC	A27 DECROW, THOMAS, TRACT 4B, ACRES 0.163									C/O UGE	417 5TH A SUITE 803		NEW YORK NY		10016
8716063	UGE SMITHVILLE LAND HOLDINGS LLC	ABS A27 Decrow, Thomas, ACRES 15.767									C/O UGE	417 5TH A SUITE 803		NEW YORK NY		10016
8716064	NA CONSTRUCTION 2021 LLC	ABS A27 Decrow, Thomas, 35.583 ACRES										5419 B (CLAREWOOD E		HOUSTON	TX	77082
8719817	HARRIS, ASHLEY & TODD HENRY	ABS A27 Decrow, Thomas, 3.0 ACRES	661	NW	LOOP	230			SMITHVILL	TX	78957	665 NW LOOP 230		SMITHVILL	TX	78957
8729082	LEDOVOSUSKA, LIZBETTA ANINA &	ABS A27 Decrow, Thomas, ACRES 5.0									MARK JON	1405 ULIT UNIT B		AUSTIN	TX	78702



SMITHVILLE SOLAR ADDITION
FINAL SUBDIVISION PLAT
THOMAS DECROW SURVEY, A-27

GRAPHIC SCALE



LEGEND

Bearings, distances and coordinates shown hereon are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (2011).
Convergence = +01°37'58"
Combined Factor = 1.0000315

- 1/2" Iron rod found
- 1/2" Iron rod set (#4438)
- Overhead electric line
- Underground electric line
- Utility Pole
- Water meter
- Septic effluent sprinkler
- Telecom pedestal
- Wire fence line
- Chain link fence

PLAT SHOWING THE SURVEY AND SUBDIVISION OF 20.767 ACRES SITUATED IN THE THOMAS DECROW SURVEY, A-27, IN BASTROP COUNTY, TEXAS, ALSO BEING WITHIN THE CORPORATE LIMITS OF THE CITY OF SMITHVILLE, BEING ALL OF THOSE TRACTS DESCRIBED AS 15.767 ACRES (FEE TRACT 1), 0.163 ACRE (FEE TRACT 2 & EASEMENT TRACT 1), 2,093 SQUARE FOOT (EASEMENT TRACT 2), AND 0.165 ACRE (EASEMENT TRACT 3) IN A DEED FROM PENTRIC, INC. TO UGE SMITHVILLE LAND HOLDINGS, LLC DATED JANUARY 27, 2023 AND RECORDED IN COUNTY CLERK'S FILE NO. 202301319 OF THE REAL PROPERTY RECORDS OF BASTROP COUNTY AND ALL THAT TRACT DESCRIBED AS 5.000 ACRES IN A DEED FROM PENTRIC, INC. TO ELZBIETA LEDWOSINSKA AND MARK ORCHARD-WEBB DATED JULY 13, 2022 AND RECORDED IN CLERK'S FILE NO. 202216027

EASEMENT TRACT 1		
LINE	BEARING	DISTANCE
E10	S16°45'55"E	30.12'
E11	S73°16'53"W	239.23'
E12	N02°41'51"W	31.10'
E13	N73°17'36"E	231.68'

EASEMENT TRACT 2		
LINE	BEARING	DISTANCE
E1	S02°41'51"E	38.61'
E2	S75°02'27"W	65.96'
E3	N22°44'21"E	47.69'
E4	N75°02'27"E	45.00'

EASEMENT TRACT 3		
LINE	BEARING	DISTANCE
E5	N75°02'27"E	18.42'
E6	S02°41'51"E	340.98'
E7	S03°02'51"E	60.95'
E8	S88°22'04"W	18.38'
E9	N02°41'51"W	397.66'

SCHEDULE "B" Items from WFO National Title Insurance Company of No. 221662-AC-OH with an effective date of December 18, 2022 and an issue date of January 9, 2023 and all easements, covenants, and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to us have been plotted hereon or otherwise noted as to their effect on the subject property.

SCHEDULE B

- (10-l) 15' Water line easement to Aqua Water Supply in Vol. 762, Pg. 162 F.C.O.R. (Bastrop County Official Records). No locative description, easement to follow "as-installed" route, which does not appear to include Subject tract.
- (10-g) 10' Water line easement to the City of Smithville recorded Clerk's File No. 201302154 does not affect the Subject Tract.
- (10-h) 30' Bluebonnet Electric easement recorded in Clerk's File No. 201307027 does affect the 0.163 acre easement tract.
- (10-i) Service agreement for City of Smithville utility service recorded in Clerk's File No. 202105750 does affect the Subject Tract.
- (10-j & q) Annexation and Economic Development agreement recorded in Clerk's File No. 202105751 & 202224489 does affect the Subject Tract.
- (10-k) Annexation Ordinance recorded in Clerk's File No. 202105752 does affect Subject Tract.
- (10-l) Shared driveway agreement [shown hereon as Easement Tract 1] by and between Pentric, Inc. and Ashley Harris and Todd Henry recorded in Clerk's File No. 202109461 B.C.R.P.R. does affect the Subject Tract.
- (10-m) City of Smithville water line easement recorded in Clerk's File No. 202125117 does affect the Subject Tract.
- (10-n) Agreement for Access to Private and Public Roadways (see Easement Tract 1 on survey) recorded in Clerk's File No. 202213223 B.C.R.P.R. does affect the Subject Tract.
- (10-o) Ingress/egress easement for 2093 square feet recorded in County Clerk's File No. 202213223 B.C.R.P.R. [shown hereon as Easement Tract 2] does affect the Subject Tract.
- (10-p & q) Ingress/egress easement for 0.163 acre, 2,093 square feet & 0.165 acres recorded in County Clerk's File No. 2022 16015 & 202216024 B.C.R.P.R. and amended in Clerk's File No. 202301305 [shown hereon as Easement Tract 1, 2 & 3] does affect the Subject Tract.

PLAT NOTES

- Prior to issuance of a building permit, City of Smithville approval of Site Development Plan is required. Site Development Plan must include drainage consideration in compliance with City code.
- Subject tract is designated shaded "ZONE X" (0.2% annual chance flood) according to FEMA Flood Insurance Rate Map No. 48020308E, with a date of identification of January 19, 2006 for Community Panel No. 480024, in Bastrop County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- Subject tract is zoned C3 Highway Commercial by the City of Smithville. All lots under this classification are subject to the City of Smithville Minimum Building Setback requirements as follows:
FRONT - 25'; REAR - 10'; SIDE - 10'
- Underground utilities are shown on the survey based on visible evidence, 811 locate request, and railroad commission mapping.
- Offsite easement for electric lines across Calvary Baptist Church tract (Clerk's File No. 202105754) is shown hereon. Easement across Hofferek tract Northeast of Loop 230 is recorded in Clerk's File No. 202105753 (not shown hereon).

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we, Elzbieta Ledwosinska & Mark Orchard-Webb, 1406 Unit Ave., Unit B, Austin, Tx. 78702 owners of a tract described as 5.000 acres in the Thomas Decrow Survey, A-27, in Bastrop County, Texas, and also being within the Corporate Limits of the City of Smithville, Bastrop County, Texas, as conveyed to us by deed recorded in Clerk's File No. 202216027 of the Bastrop County Real Property Records, DO HEREBY subdivide said property to be known as "SMITHVILLE SOLAR ADDITION", in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the streets and easements shown hereon.

IN WITNESS WHEREOF said Elzbieta Ledwosinska & Mark Orchard-Webb have caused these presents to be executed this ____ day of _____, A.D., _____

OWNER:

Elzbieta Ledwosinska _____ Mark Orchard-Webb _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared Elzbieta Ledwosinska, known to me to be the person whose name is subscribed to the foregoing instrument, has acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D., _____

NOTARY PUBLIC, State of _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared Mark Orchard-Webb, known to me to be the person whose name is subscribed to the foregoing instrument, has acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D., _____

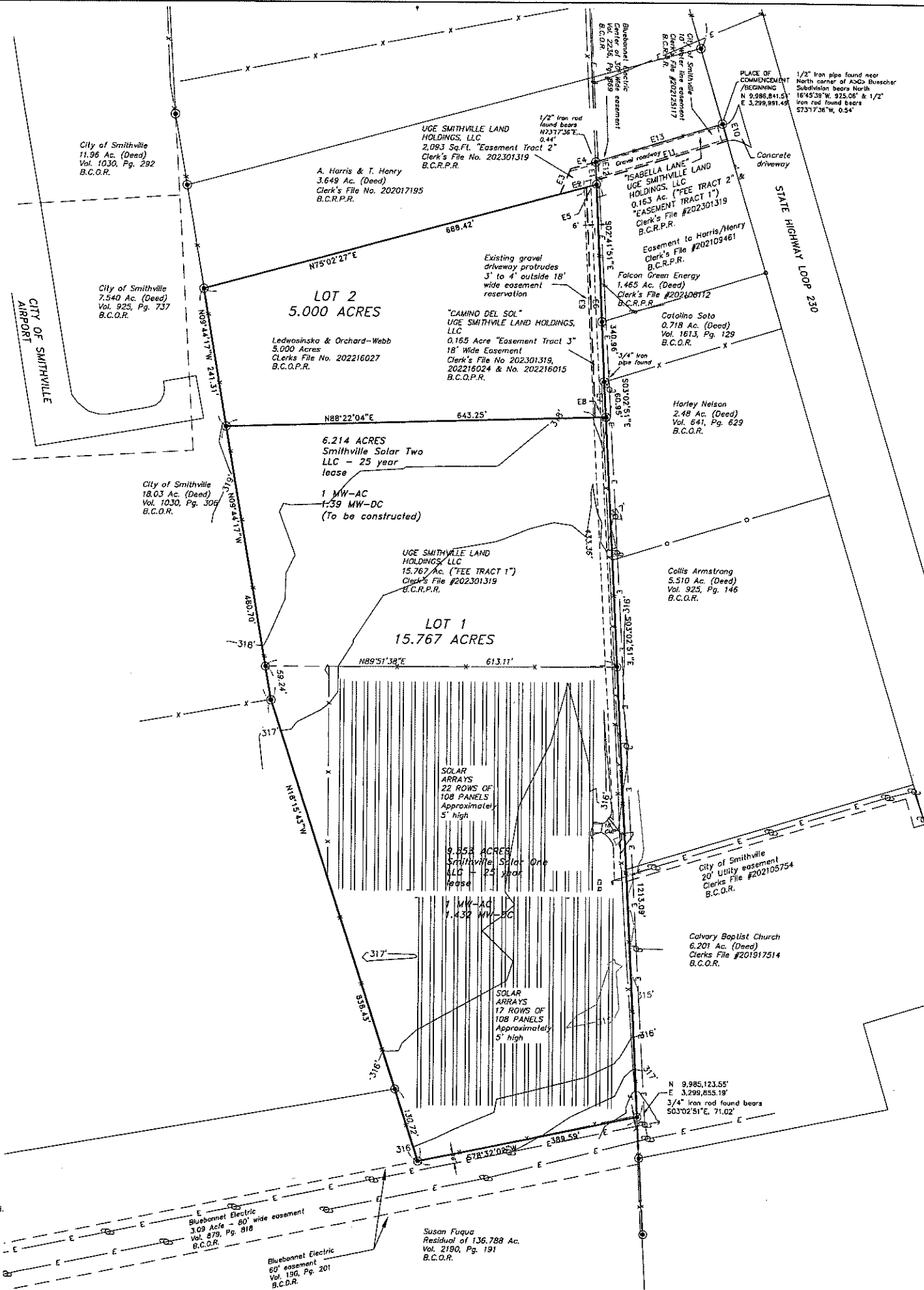
NOTARY PUBLIC, State of _____

Field Book 594

Prepared For: UGE SMITHVILLE LAND HOLDINGS, LLC
417 5th Avenue, Suite 803,
New York, New York 10016

Elzbieta Ledwosinska &
Mark Orchard-Webb
1406 Unit Ave.
Unit B
Austin, Tx. 78702

Prepared by: BEFCO ENGINEERING, INC.
P.O. Box 615
La Grange, Texas 78945



STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That I, Nick Bitterswyk Manager of UGE Smithville Land Holdings, LLC, 417 5th Ave., Suite 803, New York, New York 10016, owners of tracts described as 15.767 acres and 0.163 acres in the Thomas Decrow Survey, A-27, in Bastrop County, Texas, and also being within the Corporate Limits of the City of Smithville, Bastrop County, Texas, as conveyed to us by deed recorded in Clerk's File No. 202301319 of the Bastrop County Real Property Records, DO HEREBY subdivide said property to be known as "SMITHVILLE SOLAR ADDITION", in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the streets and easements shown hereon.

IN WITNESS WHEREOF said Nick Bitterswyk has caused these presents to be executed this ____ day of _____, A.D., _____

OWNER:

ATTEST:

Nick Bitterswyk, Manager
UGE Smithville Land Holdings, LLC

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared Nick Bitterswyk, known to me to be the person whose name is subscribed to the foregoing instrument, has acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D., _____

NOTARY PUBLIC, State of _____

I hereby certify that the above and foregoing plat of "SMITHVILLE SOLAR ADDITION" was approved by the City Council of the City of Smithville on the ____ day of _____. This approval shall be invalid unless the approval plat is recorded in the office of the County Clerk within thirty days from said date of final approval. Said tract shall be subject to all requirements of the Platting Ordinance of the City of Smithville.

Witness my hand this ____ day of _____, A.D., _____

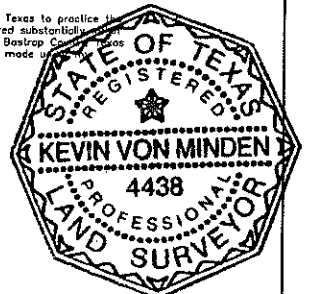
Jennifer Lynch
City Secretary

Approved Building Inspector _____ Date _____

Robert Tamble
City Manager, City of Smithville

I, Kevin Von Minden, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat was prepared substantially in accordance with the subdivision ordinance of the City of Smithville, Bastrop County, Texas, from an actual and accurate on the ground survey of the property made under my supervision and all corner monuments were properly placed.

Kevin Von Minden, R.P.L.S.
Registration No. 4438
BEFCO ENGINEERING, INC.
Firm No. 10001700
La Grange, Texas
979-968-6474
July 3, 2023



STATE OF TEXAS

COUNTY OF BASTROP

I, Krista Bartsch, COUNTY CLERK OF BASTROP COUNTY, TEXAS, do hereby certify that the foregoing instrument with its certificate of authentication filed on the date and at the time stamped hereon by me was duly RECORDED in Plat Cabinet ____ Slide ____ of the PLAT RECORDS of Bastrop County, Texas as stamped hereon by me.

WITNESS MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D., _____

Krista Bartsch, County Clerk
BASTROP COUNTY, TEXAS

By: _____
Deputy

SMITHVILLE SOLAR ADDITION
UGE SMITHVILLE LAND HOLDINGS, LLC



BEFCO ENGINEERING, INC.
P. O. Box 615
LaGrange, Texas 78945
(979) 968-6474
Engineering Firm #F-2011
Surveying Firm #10001700

DRAWN BY: KVM	DATE: 06/22/23	DRAWING NO.
CHECKED BY: KVM	DATE: 6/22/23	
APP'D BY: KVM	DATE: 6/30/23	2 of 2

Item # 12

City of Smithville \$3M Series 2023 Tax Note

Police Department					
Qty	Description	Unit Cost	Total	Actual	Comments
1	Micellaneous Equipment	\$85,000	\$85,000		Weapons, Ammunition, Tasers, Office Equipment, Computers, etc.
4	Patrol Vehicles	\$65,000	\$260,000		Two (2) fully outfitted vehicles + two (2) offline vehicles
1	New HVAC	\$20,000	\$20,000		Replace / repair HVAC to improve efficiency and reduce cost
1	Animal Control Vehicle	\$55,000	\$55,000		Replace old vehicle with new holding pins for animals
13	Mobile CAD Units for Patrol Cars	\$6,250	\$81,250		Mobile access to BADGE system and other LE databases.
			\$501,250	\$0	

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

General					
Qty	Description	Unit Cost	Total	Actual	Comments
1	Airport Lighting System	\$150,000	\$150,000		Upgrade runway lighting system. Est. cost = \$1.5M w/ 10% Grant Match.
1	Downtown Lighting Upgrade	\$500,000	\$500,000		Upgrade ornamental lighting with Dark-skies compatible LED lighting
1	Tanker Truck	\$275,000	\$275,000		Fire Tanker for SVFD
1	Playground Equipment	\$200,000	\$200,000		Playground equipment for City Parks w/ weatherproof padding
1	Misc. City Facility Upgrades	\$100,000	\$100,000		Public restroom remodel. Security doors @ City Hall. Video surveillance.
1	Grant Match for Infrastructure	\$275,000	\$275,000		GLO Drainage (\$130k) / TXDOT Main Street ADA Ramps & Sidewalks (\$145k)
			\$1,500,000	\$0	

Grand Total \$3,001,250

CITY OF SMITHVILLE, TEXAS

DISCUSSION ON ISSUANCE OF TAX NOTES

August 14, 2023

Mark M. McLiney
SENIOR MANAGING DIRECTOR



MEMBER: FINRA/SIPC
www.samcocalpital.com

(210) 832-9760 (San Antonio)
(214) 765-1439 (Dallas)
mmcliney@samcocalpital.com

Andrew T. Friedman
SENIOR MANAGING DIRECTOR



MEMBER: FINRA/SIPC
www.samcocalpital.com

(210) 832-9760 (San Antonio)
(214) 765-1439 (Dallas)
afriedman@samcocalpital.com

Ryan Cunningham
MANAGING DIRECTOR



MEMBER: FINRA/SIPC
www.samcocalpital.com

(210) 832-9760 (San Antonio)
rcunningham@samcocalpital.com



Tax Rate Impact of the Notes

Tax Year	Taxable Assessed Value	TAV Growth %	M&O Rate	I&S Rate	Total Tax Rate
2022	\$394,511,444	20.54%	\$0.3831	\$0.1658	\$0.5489
2023*	\$455,019,894	15.34%	\$0.3765	\$0.1724	\$0.5489

** Represents the Certified Values and proposed but not yet adopted tax rates.*

Due to changes in property tax law imposed by Senate Bill 2 passed into law during the 2021 legislative session, the City's M&O tax rate may not increase by an amount greater than 3.5% of the prior year's levy, generally, without seeking authorization from the voters to do so.

Since taxable values are growing at an annual rate in excess of 3.5%, the City's M&O tax rate is being compressed (forced lower) and the City can support new debt for capital projects while maintaining the same total tax rate year-over-year.

Method of Sale

The City has typically sold its short-term tax notes via competitive private placement to a local, regional or national bank in order to achieve the lowest borrowing rate.

Historically, banks have been able to provide competitive interest rates compared to rates of publicly sold tax-exempt debt offerings while allowing the City to avoid costs of issuance which drive the effective borrowing rate higher (i.e. Bond Rating fee, Document preparation and printing fees, and underwriting costs).

At this time, banks' costs of funds is higher (~5.25% depending upon the bank) and almost all banks have stopped buying tax-exempt debt because they have so much low yielding debt purchased over the last several years which they must now hold to maturity or realize a steep loss if traded. The few banks that remain active to purchase private placements are requiring higher interest rates than the City can expect under a public sale method even after paying higher costs of issuance.

SAMCO is recommending a public offering of the Tax Notes in order to achieve the lowest possible interest rate.

Tax Rate Impact Analysis

Smithville, City of Tax Rate Impact Analysis: \$3,000,000 Tax Notes August 11, 2023									
FYE (9/30)	Taxable Assessed Valuation ⁽¹⁾	Existing Debt	Utility/ Drainage Improvement Fees	\$3MM Tax Notes, Series 2023 ⁽²⁾	New Net Total Debt Service	Tax Rate Impact			
						I&S Tax Rate Required	M&O Rate ⁽³⁾	Total Tax Rate	
2023	\$ 394,511,444	\$ 747,038	\$ 87,000		\$ 660,038	\$ 0.1658	\$ 0.3831	\$ 0.5489	
2024	445,962,142	642,338	87,000	\$ 222,900	778,238	0.1720	0.3765	0.5486	
2025	490,558,356	355,110	-	502,900	858,010	0.1726	0.3763	0.5490	
2026	507,727,899	356,416	-	521,400	877,816	0.1729	0.3763	0.5492	
2027	525,498,375	352,642	-	558,100	910,742	0.1733	0.3763	0.5496	
2028	543,890,818	353,716	-	558,300	912,016	0.1677	0.3763	0.5440	
2029	562,926,997	245,368	-	562,600	807,968	0.1435	0.3763	0.5198	
2030	582,629,442	55,825	-	561,000	616,825	0.1059	0.3763	0.4822	
2031	582,629,442	59,250	-	-	59,250	0.0102	0.3763	0.3865	
2032	582,629,442	52,675	-	-	52,675	0.0090	0.3763	0.3854	
2033	582,629,442	55,963	-	-	55,963	0.0096	0.3763	0.3859	
2034	582,629,442	-	-	-	-	-	0.3763	0.3763	
2035	582,629,442	-	-	-	-	-	0.3763	0.3763	
2036	582,629,442	-	-	-	-	-	0.3763	0.3763	
2037	582,629,442	-	-	-	-	-	0.3763	0.3763	
2038	582,629,442	-	-	-	-	-	0.3763	0.3763	
2039	582,629,442	-	-	-	-	-	0.3763	0.3763	
2040	582,629,442	-	-	-	-	-	0.3763	0.3763	
2041	582,629,442	-	-	-	-	-	0.3763	0.3763	
2042	582,629,442	-	-	-	-	-	0.3763	0.3763	
2043	582,629,442	-	-	-	-	-	0.3763	0.3763	
Total		\$ 3,276,341	\$ 174,000	\$ 3,487,200	\$ 6,589,541				

⁽¹⁾ 2023 Certified Values from Bastrop CAD. Assumes annual growth rate 10% for 1 year, 3.5% for 5 years and 0% thereafter.

⁽²⁾ Preliminary, subject to change. Interest calculated at an assumed rate of 4.06% for illustrative purposes only.

⁽³⁾ Assumes the adoption of the Voter Approval M&O Rate.

Timetable of Events

Date	Event
August 14 th	Council to consider plan of finance and 'greenlight' staff and consultants to proceed with plan of issuance
Week of August 28 th	Rating Conference Call with S&P Global Ratings
August 30 th	Post Notice of Sale and Preliminary Official Statement
September 11 th	<ul style="list-style-type: none">• Bids Due at 11AM;• Council to consider authorization of Ordinance approving the sale of Notes to the winning bidder.
October 11 th	Closing; Funds delivered to the City's Depository Bank



\$3,000,000*
CITY OF SMITHVILLE, TEXAS (THE “CITY”)
TAX NOTES, SERIES 2023 (THE “NOTES”)

August							September							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Wednesday, August 9, 2023	SAMCO send the Request for Information (“RFI”) to the City
Monday, August 14, 2023	SAMCO presents plan of finance to the City Council for authorization to proceed with the financing
Wednesday, August 16, 2023	The City returns RFI to SAMCO
Thursday, August 17, 2023	1st Draft of NOS/POS sent to Bond Counsel for review and comments
Monday, August 21, 2023	1 st Draft comments due to SAMCO from Bond Counsel
Wednesday, August 23, 2023	2 nd Draft of NOS/POS sent to City, Bond Counsel, Rating Agency and Bond Insurers
Week of August 28, 2023	Rating Conference Call
Monday, August 28, 2023	2nd Draft (FINAL) comments due to SAMCO from City, Bond Counsel, Rating Agency and Bond Insurers
Wednesday, August 30, 2023	Post NOS/POS to SAMCO website and electronically distribute to potential Bidders
September 5th -6, 2023	Receive Rating
Monday, September 11, 2023	<ul style="list-style-type: none"> Bids on the Notes due at 12:00 P.M. (Noon), Central Time, from potential purchasers City Council adopts ordinance authorizing the issuance of the Notes at 6:00 P.M., Central Time
Monday, September 18, 2023	Print and distribute and post Final Official Statement (OS)
Wednesday, October 4, 2023	SAMCO notifies all parties of closing/delivery instructions
Wednesday, October 11, 2023	Payment for delivery of the Notes. Funds wires to City’s depository bank

**Preliminary; subject to change.*

Item # 13

BASTROP COUNTY AND CITY OF SMITHVILLE

INTERLOCAL AGREEMENT TO SUPPORT 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT

This Interlocal Cooperation Agreement (“Agreement”) is between Bastrop County, a political subdivision of the State of Texas (“COUNTY”) and the **City of Smithville**, general law municipality and political subdivision of the State of Texas (“PUBLIC AGENCY”). The COUNTY and PUBLIC AGENCY may be referred to individually as “Party” and collectively as “Parties.”

Whereas, the COUNTY has entered into an Interlocal Agreement for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments (“CAPCOG ILA”) to support the Strategic Plan of the Capital Area Emergency Communications District (“CAECD” or “District”).

CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region’s transition to Next Generation 9-1-1 emergency communications service within the District; and

Whereas, in the CAPCOG ILA, the COUNTY agreed to perform several duties including entering into and maintaining agreements with all other local governments who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so PUBLIC AGENCY is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the COUNTY in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

Now Therefore, in consideration of the obligations described in this Agreement, and the benefits accrued to the citizens of the COUNTY and PUBLIC AGENCY, the Parties do agree as follows:

Section 1. Purpose

The purpose of this Agreement is to ensure the exchange of data and information between the Parties in a timely manner for the maintenance of the District’s 9-1-1 GIS database to help ensure efficient and accurate response to emergency calls and text messages in PUBLIC AGENCY’s jurisdiction within the COUNTY’s provisioning boundary.

Section 2. Agreement Term

This Agreement becomes effective on the date last signed by the Parties and **ends on September 30, 2024**. This Agreement automatically extends for two (2) 12-month extension periods unless either party terminates this Agreement in accordance with the provisions of this Agreement. The initial term or each extension term may be referred to “Term” under this Agreement.

Section 3. PUBLIC AGENCY Cost

PUBLIC AGENCY is responsible for any and all costs incurred to perform its obligations under this Agreement. The COUNTY will not be responsible for this cost.

Section 4. Project Representatives

4.1 Each Party's Project Representative is authorized to give and receive communications and directions on behalf of their Party. All communications must be addressed to the Party's Project Representative or their designee. Each Party's Project Representative may indicate a designee through email to the other Party's Project Representative. The contact information of the Party's Project Representative is as follows:

COUNTY

Julie Sommerfeld, GIS Manager
804 Pecan Street, Bastrop TX 78602
512-581-4012
julie.sommerfeld@co.bastrop.tx.us

PUBLIC AGENCY

Robert Tamble, City Manager
317 Main St, Smithville, TX 78957
512-237-3282, extension 2169
citymanager@ci.smithville.tx.us

4.2 Should the identity of the Party's Project Representative change, each Party will identify a qualified and competent replacement and promptly notify the other Party of the change. No formal amendment is otherwise required for this section.

Section 5. COUNTY Duties

The COUNTY agrees to carry out duties shown in Exhibit A.

Section 6. PUBLIC AGENCY Duties

PUBLIC AGENCY agrees to carry out the duties shown Exhibit B.

Section 7. Confidential and Proprietary Information

All material submitted to the COUNTY becomes public property and is subject to the Texas Public Information Act upon receipt, unless the disclosure is expressly prohibited by law. If PUBLIC AGENCY does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The COUNTY will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If PUBLIC AGENCY fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 8. County Right to Audit

PUBLIC AGENCY agrees representatives of the COUNTY shall have access to, and the right to audit, examine or reproduce, any and all documents of PUBLIC AGENCY related to PUBLIC AGENCY's performance under this Agreement upon COUNTY's advance written notice to PUBLIC AGENCY and scheduling between the Parties. In no event will the COUNTY have the right to inspect records PUBLIC AGENCY deems confidential or proprietary. Audits shall be at the COUNTY's expense.

Section 9. PUBLIC AGENCY Right to Audit

COUNTY agrees representatives of PUBLIC AGENCY shall have access to, and the right to audit, examine or reproduce, any and all documents of the COUNTY's performance under this Agreement upon PUBLIC AGENCY's advance written notice to COUNTY and scheduling between the Parties. In no event will PUBLIC AGENCY have the right to inspect records the COUNTY deems are confidential or proprietary. Audits shall be at PUBLIC AGENCY's expense.

Section 10. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. COUNTY and PUBLIC AGENCY are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the COUNTY or PUBLIC AGENCY.

Section 11. Default

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

Section 12. Right to Assurance

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 13. Termination for Cause

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 14. Termination without Cause

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

Section 15. Dispute Resolution

15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to

negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

15.2 Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the COUNTY and PUBLIC AGENCY agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the said agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The COUNTY and PUBLIC AGENCY will share the costs of mediation equally.

Section 16. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

Section 17. Texas Public Information Act

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

Section 18. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement.

Section 20. Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21. Jurisdiction and Venue

The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be either in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin, Texas.

Section 22. Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 23. Notice to Parties

23.1 Notice to be effective under this Agreement must be in writing and received by the Party against whom it is to operate. Notice is received by a party: A) when it is delivered to the Party personally; B) on the date shown on the return receipt if mailed registered or certified mail, return receipt requested, and signed for on behalf of the Party; or C) three business days after its deposit in the United States mail, with first-class postage affixed. Notices to Party's shall be addresses as follows:

COUNTY
County Judge
Bastrop County
804 Pecan Street
Bastrop TX 78602
512-332-7201

PUBLIC AGENCY
City Manager
City of Smithville
P.O. Box 449
Smithville, TX 78957
512-237-3282, extension 2169

23.2 A Party may change its address by providing notice of the change in accordance with Section 23.1.

Section 24. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the COUNTY nor PUBLIC AGENCY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 25. Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 26. Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone

confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 27. Exhibits

27.1 The following documents are incorporated into and made part of this Agreement:

Exhibit A _____ COUNTY DUTIES
Exhibit B _____ PUBLIC AGENCY DUTIES
Exhibit C _____ CAPCOG ILA
Exhibit D _____ USPS PUBLICATION 28 APPENDIX C
Exhibit E _____ ACRONYMS AND DEFINITIONS

27.2 Upon Exhibit C being amended; supplemented; otherwise modified; superseded; or a new CAPCOG ILA is executed, the COUNTY will promptly provide the PUBLIC AGENCY's Project Representative with a copy. No formal amendment to this Agreement is otherwise required.

Section 28. Agreement and Signatures

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals. The Agreement is effective on the last date signed by the Parties.

BASTROP COUNTY

By: _____
Gregory Klaus
County Judge

Date: _____

Attest:

By: _____
Krista Bartsch, County Clerk

CITY OF SMITHVILLE

By: _____
Robert Tamble
City Manager

Date: _____

By: _____
Jennifer Lynch, City Secretary

Exhibit A

COUNTY DUTIES

Scope of Work Overview

The goal of the COUNTY's scope of work is to facilitate the exchange of information between itself and the PUBLIC AGENCY to help ensure the efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work helps support the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan in accordance with the CAPCOG ILA, as shown in *Exhibit C of this Agreement*. County task's include:

Section 1. Tasks

COUNTY agrees to the following tasks in PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary:

1. Street Names

In regards to proposed street names COUNTY agrees to:

- 1.1 Review to identify duplicated and sound-alike names;
- 2.1 Provide written determination to PUBLIC AGENCY of its findings within 20 business days following receipt of proposed names; and
- 3.1 Place in reserved status for a period of 2 years proposed names approved by PUBLIC AGENCY and determined by COUNTY to be unique, including phonetically.

2. 9-1-1 GIS Database Management

In regards to the maintenance of the 9-1-1 GIS database COUNTY agrees to:

- 1.2 Carry out the scope of work in accordance with the CAPCOG ILA, as outlined in *Exhibit C of this Agreement*.
- 2.2 Include in it's monthly updates to CAPCOG any valid 9-1-1 related information or data (refer to *Exhibit B of this Agreement*) received from the PUBLIC AGENCY by the 10th business day of the month.

3. GIS Data

In regards to GIS data, COUNTY agrees to provide a copy upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

4. 9-1-1 Data

In regards to 9-1-1 data, COUNTY agrees to provide information upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

Exhibit B

Public Agency Duties

Scope of Work Overview

The intent of this scope of work is to facilitate the exchange of information between the COUNTY and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work is in accordance with the CAPCOG ILA, shown in *Exhibit C of this Agreement*, which supports the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Section 1. Basic Work

Basic work involves information and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

PUBLIC AGENCY agrees to provide notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within the COUNTY's provisioning boundary within 30 days of approval, assignment or action, unless otherwise noted:

1. Boundaries

In regards to boundaries the PUBLIC AGENCY agrees to:

1.1. Annexations and Disannexations:

- (a) Inform the COUNTY of all proposed annexations and disannexations no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;
- (b) Notify the COUNTY of all approved annexations and disannexations within 24 hours of approval and provide the COUNTY a copy of official documentation and maps; and
- (c) Provide the COUNTY a maintained and updated municipal boundary polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*, as soon as possible following any annexation or disannexation.

1.2. Public Safety Answering Points (PSAP):

- (a) Inform the COUNTY of any proposed change to alter the PSAP boundary no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;
- (b) Coordinate all PSAP boundary changes with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of any PSAP boundary change;
- (d) Notify the COUNTY of all approved PSAP boundary changes within 24 hours of approval and provide COUNTY official documentation and maps; and

- (e) Optionally, provide the COUNTY a maintained and updated PSAP polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

1.3. Emergency Service Boundary (ESB):

- (a) Inform the COUNTY of any proposed changes to alter a law, fire, or emergency medical service ESB no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject area;
- (b) Coordinate all ESB changes with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of all ESB changes;
- (d) Notify the COUNTY of all approved ESB changes within 24 hours of approval and provide COUNTY official documentation and maps; and
- (e) Optionally, provide the COUNTY maintained and updated law, fire, and emergency medical service ESB polygons in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

2. Public Safety Agencies

In regards to public safety agencies (PSA) the PUBLIC AGENCY agrees to:

2.1. First Responders

- (a) Inform the COUNTY of any proposed change in a PSA responsible for providing PSAP, law, fire, or emergency medical service no later than twenty (20) business days prior to consideration by its governing body;
- (b) Coordinate the change of any PSA with the COUNTY;
- (c) Inform the COUNTY of the desired effective date of a change to any PSA;
- (d) Notify the COUNTY of a change to any PSA within 24 hours of approval and provide COUNTY official documentation; and
- (e) Provide the County the name, contact information, and any other relative information of each PSA who provides services within the municipality's jurisdiction.

3. Streets

In regards streets PUBLIC AGENCY agrees to:

3.1. Names

- (a) **Proposed:**
 - (i) Provide the COUNTY with all proposed street names for their review and determination in accordance with *Exhibit A, Section 1, Subsection 1, of this Agreement*;
 - (ii) Prohibit the use of any street names deemed a duplication, including phonetically, within the same postal community and within the COUNTY's provisioning boundary; and
 - (iii) Cancel any nonessential street name held in reservation by the COUNTY.
- (b) **New/Approved:**
 - (i) Ensure any approved street name complies with *Exhibit B, Section 3.1(a), of this Agreement*;
 - (ii) Provide the COUNTY a layout or plat of named streets within 10 business days following the PUBLIC AGENCY's final approval; and
 - (iii) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

(c) Renamed:

- (i) Ensure any renamed street complies with *Exhibit B, Section 3.1(a), of this Agreement*;
- (ii) Coordinate the renaming of any street with the COUNTY;
- (iii) Inform the COUNTY the desired effective date of any renamed street;
- (iv) Provide the COUNTY documentation, including a layout or plat, of any renamed street within 10 business days following the PUBLIC AGENCY's final approval; and
- (v) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.2. Layout:

- (a) Supply the COUNTY with a map or plat of any street which is:
 - (i) Platted;
 - (ii) Official recognized and named;
 - (iii) Undergoing new construction; or
 - (iv) Altered to change its positional location, including extended or shorted; and
- (b) Provide the COUNTY with documentation, including a layout or plat, of any street which is permanently closed, abandoned, discontinued, or vacated within ten (10) business days following the PUBLIC AGENCY's final approval; and
- (c) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.3. Address Ranges:

- (a) Provide the COUNTY the address range for every named street segment, including:
 - (i) Low and high address numbers;
 - (ii) Address Parity (odd, even, both) for each side of the street (left, right); and
 - (iii) Direction in which address numbers increase; and
- (b) Provide the COUNTY a map or plat which displays the address range of each named street segment.

3.4. Functional Classifications:

- (a) Provide the COUNTY functional classification of each street; and
- (b) Notify the COUNTY when the functional classification of any street changes.

3.5. Status

- (a) Provide written notification frame to the COUNTY of any street which is:
 - (i) Approved; and
 - (ii) Accepted.

3.6. Traffic Regulations

- (a) Speed Limits:
 - (i) Provide the COUNTY with official documentation of any approved or altered speed limit within 24 hours of approval; and
 - (ii) Upon written request, supply the COUNTY detailed information on previously established speed limits.
- (b) Direction of Travel Flow:
 - (i) Provide the COUNTY with official documentation of any street designated for one-way traffic within 24 hours of approval; and

- (ii) Upon written request, supply the COUNTY detailed information on streets previously designated for one-way traffic.

4. Addresses

In regards to address numbers PUBLIC AGENCY agrees to:

4.1. New:

- (a) Ensure each assigned address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;
- (b) Notify the COUNTY in writing of each address assignment within 10 business days of assignment. Include with each notice:
 - (i) The full and complete address, including all appropriated address characteristic;
 - (i) A map, or coordinates, with positional accuracy of the structure or designated site location within +/- 25 feet of its true location or intended designation; and
 - (ii) The effective date of the assignment;
- (c) Coordinate all mass address assignments with the COUNTY; and
- (d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.2. Reassigned/Corrected:

- (a) Ensure each reassigned or corrected address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;
- (b) Notify the COUNTY in writing of each address change or correction within 10 business days of its reassignment. Include with each notice:
 - (ii) The full and complete former address, including all appropriated address characteristic;
 - (iii) The full and complete new address, including all appropriated address characteristic;
 - (i) The effective date of the assignment;
- (c) Coordinate all mass address changes with the COUNTY; and
- (d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.3. Relocation:

- (a) Notify the COUNTY in writing when the spatial location of any addressed structure or site occurs. Include with each notice:
 - (iv) The full and complete address, including all appropriated address characteristic;
 - (i) A map, or coordinates, with positional accuracy of the structure or designated site's new location within +/- 25 feet of its true location or intended designation; and
 - (ii) The effective date of the change;
- (b) Coordinate all mass address relocations with the COUNTY; and
- (c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.4. Cancellation:

- (a) Notify COUNTY in writing of any address assignment which subsequently cancelled, voided or otherwise deemed invalid for use. The notice shall include:

- (v) The full and complete address, including all appropriated address characteristic;
- (i) The effective date; and
- (b) Coordinate all mass address cancellations with the COUNTY; and
- (c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

5. Subdivision

In regards to subdivisions PUBLIC AGENCY agrees to:

5.1. Plats:

- (a) Ensure all street names which appear on the plat were preapproved in accordance with *Exhibit A, Section 1, of this Agreement*;
- (b) Provide COUNTY a copy of all plats within 10 business days of approval;
- (c) Notify COUNTY of all streets undergoing construction prior to a plat's final approval; and
- (d) Furnish COUNTY a map or plat which prominently displayed street names and address numbers within 10 business of the finalization of address assignments.

Section 2. Discrepancy and Error Resolution Work

Discrepancy and error resolution work involves researching and collecting information necessary to resolve any identified or reported inaccuracy associated with 9-1-1 database but does NOT involve updating the 9-1-1 database directly.

PUBLIC AGENCY agrees to expeditiously research and provide accurate information to the COUNTY that is necessary to resolve any discrepancies or errors identified or reported by an authorized stakeholder. Discrepancies and errors include, but are not limited to:

1. 9-1-1 call errors:

- 1.1. Incorrect Automatic Location Identifier (ALI);
- 1.2. Call Misroute; or
- 1.3. No Record Found (NRF).

2. Telephone Number (TN) Database errors:

- 2.1. Incorrect ALI;
- 2.2. Missing Master Street Address Guide (MSAG) record; or
- 2.3. Incorrect MSAG record.

3. Master Street Address Guide (MSAG) Database errors:

- 3.1. Missing MSAG records;
- 3.2. Incorrect MSAG records;

4. 9-1-1 GIS database errors:

- 4.1. Geometry, such as
 - (a) Duplicate Features;
 - (b) Feature Outside Provisioning Boundary;

- (c) Feature Gap or Overlap; or
- (d) Road Centerline (RCL) Disconnect;
- 4.2. Attribute, such as:
 - (a) Mismatch compared to another layer;
 - (b) RCL Parity Issue;
 - (c) Missing Critical Field Value;
 - (d) Unmatched Site/Structure Address Point (SSAP) to ALI Record;
 - (e) Unmatched RCL to MSAG Record;
 - (f) Duplicate Globally Unique Identifications (GUIDs); or
 - (g) Missing Routing Uniform Resource Identifier (URI).

5. Address errors:

- 5.1. Any address reported by a property owner, resident, member of the public, service provider, government entity, etc. for which no 9-1-1 address point exists.
- 5.2. Any reported address which cannot be validated against a RCL or MSAG Record.

Section 3. GIS Work

GIS work is optional and involves maintaining and updating GIS data related to the 9-1-1 GIS database in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. GIS work does NOT involve updating the 9-1-1 GIS database directly.

When conducting GIS work related to this *Agreement* PUBLIC AGENCY agrees to:

1. Maintenance

Create and maintain current GIS data related to one or more 9-1-1 GIS data layers:

- (a) Site/Structure Address Points (SSAPs);
- (b) Road Centerlines (RCLs);
- (c) Municipal Boundaries;
- (d) PSAP Boundaries;
- (e) Emergency Service Zones (ESZ);
- (f) Law Emergency Service Boundary (ESB);
- (g) Fire ESB; and
- (h) Emergency Medical Service (EMS) ESB.

2. Data Requirement

Follow the GIS data requirements outlined the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, in accordance with *Exhibit C, Attachment B, of this Agreement*.

3. Quality

Perform quality assurance/quality control measure to ensure GIS data provided to the COUNTY is high quality.

4. Format

Provide GIS data to the COUNTY in ESRI file geodatabase or shapefile format.

5. Coordinate System

Submit GIS data to the COUNTY in a common projected coordinate system.

6. Metadata

Include metadata with all GIS data provided to the COUNTY that includes, at a minimum:

- (a) A description of the data (Summary and Description);
- (b) Definitions of the attributes and the attribute values;
- (c) Time period covered by the data;
- (d) Restrictions to access and/or use of the data;
- (e) Contact information; and
- (f) Keywords that enable users to search and find data.

7. Timely Submittal

Submit GIS data to the COUNTY by the 10th business day of each month.

8. Non-geospatial Data and Information

Continue to submit to the COUNTY all notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within COUNTY's provisioning boundary as outlined in *Exhibit B, Section 1, of this Agreement*.

Exhibit C

CAPCOG INTERLOCAL AGREEMENT FOR 9-1-1 GIS DATABASE MANAGEMENT

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2023

1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Bastrop County ("PUBLIC AGENCY") is Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

- 4.1. This contract takes effect October 1, 2022, and terminates on September 30, 2023, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

- 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$145,368.85.

- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2022 – December 31, 2022: \$36,342.22, invoice due by close of business, Tuesday, January 9, 2023;

January 1, 2023 – March 31, 2023: \$36,342.21, invoice due by close of business, Friday, April 7, 2023;

April 1, 2023 – June 30, 2023: \$36,342.21, invoice due by close of business, Monday, July 10, 2023; and

July 1, 2023 – September 30, 2023: \$36,342.21, invoice due by close of business, Friday, October 6, 2023.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

- 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

- 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
 - 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
 - 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.
8. Records and Monitoring
- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
 - 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
 - 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
 - 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
 - 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
 - 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.
9. Nondiscrimination and Equal Opportunity
- 9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

- 9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
 - 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
 - 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
 - 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.
12. Notice to Parties and Project Representatives
- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
 - 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
 - 12.3. PUBLIC AGENCY's address is: 804 Pecan Street, Bastrop TX 78602, Attn: County Judge.
 - 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
 - 12.5. Devon Humphrey, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and his e-mail is dhumphrey@capcog.org
 - 12.6. Julie Sommerfeld is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project

Representative's phone number is (512) 581-4012, and her e-mail is julie.sommerfeld@co.bastrop.tx.us.

13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

BASTROP COUNTY

CAPITAL AREA COUNCIL OF GOVERNMENTS

By:



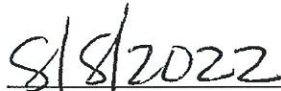
Name:

Paul Pape

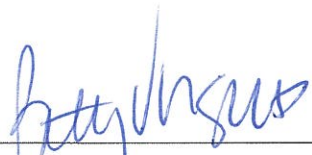
Title

County Judge

Date:



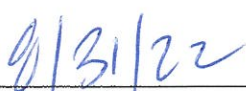
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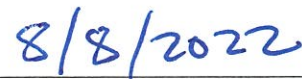
Betty Voights

Executive Director

Date:



Date of PUBLIC AGENCY Governing Body Approval:



Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database:** The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer:** Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs):** A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs):** A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary:** A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
6. **Automatic Location Information (ALI) Database:** A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
7. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary:** The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **DataHub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

5. **Accuracy Rate**: The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate**: The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB*
5. Fire ESB*
6. Emergency Medical Service ESB*
7. ESZs*
8. Other pertinent information

*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 5, 2022.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.F: By October 7, 2022, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their provisioning boundary. Ideally, this should take the form of a polygon layer identifying each distinct area covered by an agency with addressing responsibility.

Task 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.¹ PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1st business day of each month or up to five business days prior to the 1st business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and "significant" errors. PUBLIC AGENCY shall submit city limit boundaries that include the entire extent of any city limits wholly or partially located within its provisioning boundary, including any part of a city limit boundary that extends outside of its provisioning boundary. The quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 2.F: If CAPCOG identifies any situations in which a road centerline is coincident with a provisioning boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data prior to the next monthly data submission. Once CAPCOG confirms that both agencies have agreed on a division of responsibility, those road centerline features will be considered the exclusive responsibility of each agency in order to avoid duplication.

Task 3: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this

window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
 - Late or incomplete data submissions;
 - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
 - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
October 2022	9/26/2022 – 10/3/2022	10/4/2022 – 10/7/2022	10/11/2022
November 2022	10/25/2022 – 11/1/2022	11/2/2022 – 11/7/2022	11/9/2022
December 2022	11/22/2022 – 12/1/2022	12/2/2022 – 12/7/2022	12/9/2022
January 2023	12/22/2022 – 1/3/2023	1/4/2023 – 1/9/2023	1/11/2023
February 2023	1/25/2023 – 2/1/2023	2/2/2023 – 2/7/2023	2/9/2023
March 2023	2/22/2023 – 3/1/2023	3/2/2023 – 3/7/2023	3/9/2023
April 2023	3/27/2022 – 4/3/2022	4/4/2022 – 4/7/2023	4/11/2023
May 2023	4/24/2023 – 5/1/2023	5/2/2023 – 5/5/2023	5/9/2023
June 2023	5/24/2023 – 6/1/2023	6/2/2023 – 6/7/2023	6/9/2023

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
July 2023	6/26/2023 – 7/3/2023	7/5/2023 – 7/10/2023	7/12/2023
August 2023	6/25/2023 – 8/1/2023	8/2/2023 – 8/5/2023	8/9/2023
September 2023	8/25/2023 – 9/1/2023	9/2/2023 – 9/8/2023	9/12/2023

Review of Deliverables and Invoices

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

1. Month 1: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
2. Month 1: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
3. Month 2: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
4. Month 2: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
5. Month 3: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
6. Month 3: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month's data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory (M)** signifies an attribute value must exist
- **Conditional (C)** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional (O)** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the TYPE column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the WIDTH column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e. by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH – Interstate
- US – US highways SH – State highways
- FM – Farm to Market, Ranch Road, Ranch to Market
- LS – City Street, County Road, Park Road, Recreational, Frontage Road
- AC – Access Road, Crossover
- PVT- Private Road
- TR – Toll Road
- RAMP- On-ramp, Off-ramp
- DW – Driveways

2.4 Road Class I Types

The following list of codes are used in the "RDCLS_TYP" field in the RCL Database:

- Primary
- Secondary
- Local (City, Neighborhood, or Rural Road)
- Ramp
- Service (usually along a limited access highway)
- Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk)
- Alley
- Private (service vehicles, logging, oil fields, ranches, etc.)
- Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNQID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PR E	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SU F	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Preceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipartypolygon.

4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service)
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred

to as "topology", and especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon

There **MUST** be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries **MUST** include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries **MAY** include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon – <i>Ex. 210EMS@blanco.co.tx.us</i>
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. <i>Ex. austintexas.gov</i>
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: <i>sip:sos@ausxtxem1.travis.tx.us</i>
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. <i>Ex: 911</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601format
POLY_ID	O	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field</i>
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality -. Ex. 9847INCM@austintexas.gov
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker's map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction's ALI database should match to both a road centerline feature and address point feature.

7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1. ALI Database Format

FIELD NAME	CORRESPONDING RCL OR AP FIELD
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

Exhibit D
USPS Publication 28 Appendix C

C1 Street Suffix Abbreviations

The following table lists examples of suffix forms that are primary street suffix names, common street suffixes or suffix abbreviations, and recommended official Postal Service standard suffix abbreviations.

Primary Street Suffix Name	Commonly Used Street Suffix or Abbreviation	Postal Service Standard Suffix Abbreviation
ALLEY	ALLEE	ALY
	ALLEY	
	ALLY	
	ALY	
ANEX	ANEX	ANX
	ANNEX	
	ANNX	
	ANX	
ARCADE	ARC	ARC
	ARCADE	
AVENUE	AV	AVE
	AVE	
	AVEN	
	AVENU	
	AVENUE	
	AVN	
	AVNUE	
BAYOU	BAYOO	BYU
	BAYOU	
BEACH	BCH	BCH
	BEACH	
BEND	BEND	BND
	BND	
BLUFF	BLF	BLF
	BLUF	

	BLUFF	
BLUFFS	BLUFFS	BLFS
BOTTOM	BOT	BTM
	BTM	
	BOTTM	
	BOTTOM	
BOULEVARD	BLVD	BLVD
	BOUL	
	BOULEVARD	
	BOULV	
BRANCH	BR	BR
	BRNCH	
	BRANCH	
BRIDGE	BRDGE	BRG
	BRG	
	BRIDGE	
BROOK	BRK	BRK
	BROOK	
BROOKS	BROOKS	BRKS
BURG	BURG	BG
BURGS	BURGS	BGS
BYPASS	BYP	BYP
	BYPA	
	BYPAS	
	BYPASS	
	BYPS	
CAMP	CAMP	CP
	CP	
	CMP	
CANYON	CANYN	CYN
	CANYON	
	CNYN	
CAPE	CAPE	CPE

	CPE	
CAUSEWAY	CAUSEWAY	CSWY
	CAUSWA	
	CSWY	
CENTER	CEN	CTR
	CENT	
	CENTER	
	CENTR	
	CENTRE	
	CNTER	
	CNTR	
	CTR	
CENTERS	CENTERS	CTRS
CIRCLE	CIR	CIR
	CIRC	
	CIRCL	
	CIRCLE	
	CRCL	
	CRCLE	
CIRCLES	CIRCLES	CIRS
CLIFF	CLF	CLF
	CLIFF	
CLIFFS	CLFS	CLFS
	CLIFFS	
CLUB	CLB	CLB
	CLUB	
COMMON	COMMON	CMN
COMMONS	COMMONS	CMNS
CORNER	COR	COR
	CORNER	
CORNERS	CORNERS	CORS
	CORS	
COURSE	COURSE	CRSE
	CRSE	

COURT	COURT	CT
	CT	
COURTS	COURTS	CTS
	CTS	
COVE	COVE	CV
	CV	
COVES	COVES	CVS
CREEK	CREEK	CRK
	CRK	
CRESCENT	CRESCENT	CRES
	CRES	
	CRSENT	
	CRSNT	
CREST	CREST	CRST
CROSSING	CROSSING	XING
	CRSSNG	
	XING	
CROSSROAD	CROSSROAD	XRD
CROSSROADS	CROSSROADS	XRDS
CURVE	CURVE	CURV
DALE	DALE	DL
	DL	
DAM	DAM	DM
	DM	
DIVIDE	DIV	DV
	DIVIDE	
	DV	
	DVD	
DRIVE	DR	DR
	DRIV	
	DRIVE	
	DRV	
DRIVES	DRIVES	DRS
ESTATE	EST	EST

	ESTATE	
ESTATES	ESTATES	ESTS
	ESTS	
EXPRESSWAY	EXP	EXPY
	EXPR	
	EXPRESS	
	EXPRESSWAY	
	EXPW	
	EXPY	
EXTENSION	EXT	EXT
	EXTENSION	
	EXTN	
	EXTNSN	
EXTENSIONS	EXTS	EXTS
FALL	FALL	FALL
FALLS	FALLS	FLS
	FLS	
FERRY	FERRY	FRY
	FRRY	
	FRY	
FIELD	FIELD	FLD
	FLD	
FIELDS	FIELDS	FLDS
	FLDS	
FLAT	FLAT	FLT
	FLT	
FLATS	FLATS	FLTS
	FLTS	
FORD	FORD	FRD
	FRD	
FORDS	FORDS	FRDS
FOREST	FOREST	FRST
	FORESTS	
	FRST	

FORGE	FORG	FRG
	FORGE	
	FRG	
FORGES	FORGES	FRGS
FORK	FORK	FRK
	FRK	
FORKS	FORKS	FRKS
	FRKS	
FORT	FORT	FT
	FRT	
	FT	
FREEWAY	FREEWAY	FWY
	FREEWY	
	FRWAY	
	FRWY	
	FWY	
GARDEN	GARDEN	GDN
	GARDN	
	GRDEN	
	GRDN	
GARDENS	GARDENS	GDNS
	GDNS	
	GRDNS	
GATEWAY	GATEWAY	GTWY
	GATEWY	
	GATWAY	
	GTWAY	
	GTWY	
GLEN	GLEN	GLN
	GLN	
GLENS	GLENS	GLNS
GREEN	GREEN	GRN
	GRN	
GREENS	GREENS	GRNS

GROVE	GROV	GRV
	GROVE	
	GRV	
GROVES	GROVES	GRVS
HARBOR	HARB	HBR
	HARBOR	
	HARBR	
	HBR	
	HRBOR	
HARBORS	HARBORS	HBRs
HAVEN	HAVEN	HVN
	HVN	
HEIGHTS	HT	HTS
	HTS	
HIGHWAY	HIGHWAY	HWY
	HIGHWY	
	HIWAY	
	HIWY	
	HWAY	
	HWY	
HILL	HILL	HL
	HL	
HILLS	HILLS	HLS
	HLS	
HOLLOW	HLLW	HOLW
	HOLLOW	
	HOLLOWS	
	HOLW	
	HOLWS	
INLET	INLT	INLT
ISLAND	IS	IS
	ISLAND	
	ISLND	
ISLANDS	ISLANDS	ISS

	ISLND	
	ISS	
ISLE	ISLE	ISLE
	ISLES	
JUNCTION	JCT	JCT
	JCTION	
	JCTN	
	JUNCTION	
	JUNCTN	
	JUNCTON	
JUNCTIONS	JCTNS	JCTS
	JCTS	
	JUNCTIONS	
KEY	KEY	KY
	KY	
KEYS	KEYS	KYS
	KYS	
KNOLL	KNL	KNL
	KNOL	
	KNOLL	
KNOLLS	KNLS	KNLS
	KNOLLS	
LAKE	LK	LK
	LAKE	
LAKES	LKS	LKS
	LAKES	
LAND	LAND	LAND
LANDING	LANDING	LNDG
	LNDG	
	LNDNG	
LANE	LANE	LN
	LN	
LIGHT	LGT	LGT
	LIGHT	

LIGHTS	LIGHTS	LGTS
LOAF	LF	LF
	LOAF	
LOCK	LCK	LCK
	LOCK	
LOCKS	LCKS	LCKS
	LOCKS	
LODGE	LDG	LDG
	LDGE	
	LODG	
	LODGE	
LOOP	LOOP	LOOP
	LOOPS	
MALL	MALL	MALL
MANOR	MNR	MNR
	MANOR	
MANORS	MANORS	MNRS
	MNRS	
MEADOW	MEADOW	MDW
MEADOWS	MDW	MDWS
	MDWS	
	MEADOWS	
	MEDOWS	
MEWS	MEWS	MEWS
MILL	MILL	ML
MILLS	MILLS	MLS
MISSION	MISSN	MSN
	MSSN	
MOTORWAY	MOTORWAY	MTWY
MOUNT	MNT	MT
	MT	
	MOUNT	
MOUNTAIN	MNTAIN	MTN
	MNTN	

	MOUNTAIN	
	MOUNTIN	
	MTIN	
	MTN	
MOUNTAINS	MNTNS	MTNS
	MOUNTAINS	
NECK	NCK	NCK
	NECK	
ORCHARD	ORCH	ORCH
	ORCHARD	
	ORCHRD	
OVAL	OVAL	OVAL
	OVL	
OVERPASS	OVERPASS	OPAS
PARK	PARK	PARK
	PRK	
PARKS	PARKS	PARK
PARKWAY	PARKWAY	PKWY
	PARKWY	
	PKWAY	
	PKWY	
	PKY	
PARKWAYS	PARKWAYS	PKWY
	PKWYS	
PASS	PASS	PASS
PASSAGE	PASSAGE	PSGE
PATH	PATH	PATH
	PATHS	
PIKE	PIKE	PIKE
	PIKES	
PINE	PINE	PNE
PINES	PINES	PNES
	PNES	
PLACE	PL	PL

PLAIN	PLAIN	PLN
	PLN	
PLAINS	PLAINS	PLNS
	PLNS	
PLAZA	PLAZA	PLZ
	PLZ	
	PLZA	
POINT	POINT	PT
	PT	
POINTS	POINTS	PTS
	PTS	
PORT	PORT	PRT
	PRT	
PORTS	PORTS	PRTS
	PRTS	
PRAIRIE	PR	PR
	PRAIRIE	
	PRR	
RADIAL	RAD	RADL
	RADIAL	
	RADIEL	
	RADL	
RAMP	RAMP	RAMP
RANCH	RANCH	RNCH
	RANCHES	
	RNCH	
	RNCHS	
RAPID	RAPID	RPD
	RPD	
RAPIDS	RAPIDS	RPDS
	RPDS	
REST	REST	RST
	RST	
RIDGE	RDG	RDG

	RDGE	
	RIDGE	
RIDGES	RDGS	RDGS
	RIDGES	
RIVER	RIV	RIV
	RIVER	
	RVR	
	RIVR	
ROAD	RD	RD
	ROAD	
ROADS	ROADS	RDS
	RDS	
ROUTE	ROUTE	RTE
ROW	ROW	ROW
RUE	RUE	RUE
RUN	RUN	RUN
SHOAL	SHL	SHL
	SHOAL	
SHOALS	SHLS	SHLS
	SHOALS	
SHORE	SHOAR	SHR
	SHORE	
	SHR	
SHORES	SHOARS	SHRS
	SHORES	
	SHRS	
SKYWAY	SKYWAY	SKWY
SPRING	SPG	SPG
	SPNG	
	SPRING	
	SPRNG	
SPRINGS	SPGS	SPGS
	SPNGS	
	SPRINGS	

	SPRNGS	
SPUR	SPUR	SPUR
SPURS	SPURS	SPUR
SQUARE	SQ	SQ
	SQR	
	SQRE	
	SQU	
	SQUARE	
SQUARES	SQRS	SQS
	SQUARES	
STATION	STA	STA
	STATION	
	STATN	
	STN	
STRAVENUE	STRA	STRA
	STRAV	
	STRAVEN	
	STRAVENUE	
	STRAVN	
	STRVN	
	STRVNUE	
STREAM	STREAM	STRM
	STREME	
	STRM	
STREET	STREET	ST
	STRT	
	ST	
	STR	
STREETS	STREETS	STS
SUMMIT	SMT	SMT
	SUMIT	
	SUMITT	
	SUMMIT	
TERRACE	TER	TER

	TERR	
	TERRACE	
THROUGHWAY	THROUGHWAY	TRWY
TRACE	TRACE	TRCE
	TRACES	
	TRCE	
TRACK	TRACK	TRAK
	TRACKS	
	TRAK	
	TRK	
	TRKS	
TRAFFICWAY	TRAFFICWAY	TRFY
TRAIL	TRAIL	TRL
	TRAILS	
	TRL	
	TRLS	
TRAILER	TRAILER	TRLR
	TRLR	
	TRLRS	
TUNNEL	TUNEL	TUNL
	TUNL	
	TUNLS	
	TUNNEL	
	TUNNELS	
	TUNNL	
TURNPIKE	TRNPK	TPKE
	TURNPIKE	
	TURNPK	
UNDERPASS	UNDERPASS	UPAS
UNION	UN	UN
	UNION	
UNIONS	UNIONS	UNS
VALLEY	VALLEY	VLY
	VALLY	

	VLLY	
	VLV	
VALLEYS	VALLEYS	VLYS
	VLYS	
VIADUCT	VDCT	VIA
	VIA	
	VIADCT	
	VIADUCT	
VIEW	VIEW	VW
	VW	
VIEWS	VIEWS	VWS
	VWS	
VILLAGE	VILL	VLG
	VILLAG	
	VILLAGE	
	VILLG	
	VILLIAGE	
	VLG	
VILLAGES	VILLAGES	VLGS
	VLGS	
VILLE	VILLE	VL
	VL	
VISTA	VIS	VIS
	VIST	
	VISTA	
	VST	
	VSTA	
WALK	WALK	WALK
WALKS	WALKS	WALK
WALL	WALL	WALL
WAY	WY	WAY
	WAY	
WAYS	WAYS	WAYS
WELL	WELL	WL

WELLS	WELLS	WLS
	WLS	

Exhibit E

Acronyms and Definitions

Acronyms

ALI – Automatic Location Identification

ANI – Automatic Number Identification

AP – Address Point

CAPCOG – Capital Area Council of Governments

CAECD – Capital Area Emergency Communications District

E9-1-1 – Enhanced 9-1-1

EMS – Emergency Medical Service

ESB – Emergency Service Boundary

ESN – Emergency Service Number

ESRI – Environmental Systems Research Institute

ESZ – Emergency Service Zone

GIS – Geospatial Information System

GUID – Globally Unique Identification

MSAG – Master Street Address Guide

NENA – National Emergency Number Association

NG9-1-1 – Next Generation 9-1-1

NRF – No Record Found

PSA – Public Safety Agency

PSAP – Public Safety Answering Point

RCL – Road Centerline

SSAP – Site/Structure Address Point

TN – Telephone Number

USPS – United States Postal Service

URI – Uniform Resource Identifier

URN – Uniform Resource Name

Definitions

9-1-1 GIS Database – is the geospatial database maintained and updated by the County that include, at a minimum, address points, road centerlines, Public Safety Answer Point (PSAP) boundaries, Emergency Service Boundaries (ESBs), and city limits (municipal) boundaries for the County's provisioning boundary.

Address Characteristics – are the logical, grammatical order of physical address elements which follow the National Emergency Number Association (NENA) and United States Postal Service (USPS) standards: Address Number, Pre-Directional, Street Name, Street Suffix, Secondary Unit Designator, Secondary Unit Number.

Example, the address characteristics of 525 E. Kneenah St., Apt. 2105 are:

<u>ADDRESS EXAMPLE</u>	<u>ADDRESS ELEMENT</u>	<u>ELEMENT DESCRIPTION: VALID 9-1-1 DATABASE ENTRIES</u>
525	Address Number	Numeric component of the street address.
E	Pre-Directional	Leading directional prefix: N, S, E, W, NE, NW, SE, SW.
Kneenah	Street Name	Official street name approved by the local government authority.
St	Street Suffix	Abbreviation of street type. Refer to USPS Pub. 28 Appx. C1 .
	Post-Directional	Trailing directional suffix: N, S, E, W, NE, NW, SE, SW.
Apt	Secondary Unit Designator	Additional Location information. Refer to USPS Pub. 28 Appx C2 .
2105	Secondary Unit Number	Alphanumeric designation associated with add'l location information.

Address Location Identifier (ALI) – is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number (TN), the address/location of the telephone and supplementary emergency services information of the location from with a 9-1-1 call originates.

Address Number Identifier (ANI) – is the telephone number associated with the call origination, originally associated with the access line of the 9-1-1 caller.

Address Point (AP) – refer to Site/Structure Address Point.

Call Misroute – is the term used to describe when a 9-1-1 call is routed to an incorrect Public Safety Answering Point (PSAP) due to a network or database discrepancy.

Capital Area Council of Governments (CAPCOG) – is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. The Executive Committee is the agency's governing body.

Capital Area Emergency Communications District (CAECD) – is a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. The CAPCOG Executive Committee serves as the district's Board of Managers.

City Limit Boundary – refer to Municipal Boundary

Emergency Service Boundary (ESB) – is a polygon data layer that represents the geographic area of responsibility for a Public Safety Agency within the geographic extent of the County’s provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an emergency medical service (EMS) ESB layer.

Emergency Service Number (ESN) – is a number that is designated in the Master Street Address Guide (MSAG) based on physical address. 9-1-1 Call Centers (PSAPs) receive a display of the ESN information which shows which police, fire and rescue agency serves the telephone number calling 9-1-1.

Emergency Service Responder – refer to Public Safety Agency.

Emergency Service Response Provider – refer to Public Safety Agency.

Emergency Service Zone (ESZ) – is a polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.

Enhanced 9-1-1 (E9-1-1) – is a telephone system which includes network switching, database and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

Environmental Systems Research Institute (ESRI) – is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management application.

Functional Classification – is a system which define the role a street, or roadway, plays in the overall transportation system.

First Responder – is a peace officer, fire protection personnel, volunteer firefighter, emergency medical services personnel, emergency response operator, emergency services dispatcher or other emergency response personnel employed by an agency.

Geospatial Information System (GIS) – is an integration of hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.

GIS Data Layer – is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons. Also known as a feature class.

Globally Unique Identification (GUID) – is a unique identifier that is assigned to each record (feature) in the COUNTY’s 9-1-1 GIS database; a GUID uniquely identified a feature both within the COUNTY’s 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Law Enforcement Agency (LE) – is an agency of the State of Texas, or an agency of a political subdivision of the State authorized by law to employ peace officers.
Refer: Texas Code of Criminal Procedure Section 59.01(5)

Master Street Address Guide (MSAG) – A database of street names and address ranges defining emergency service zones for 9-1-1 purposes. Maintained by county address coordinators via the database provider’s portal.

Metadata – is a summary document which provides content, quality, type, creation, and spatial information about a dataset. It can be stored as a text file (TXT), extensible Markup Language (XML), or database record.

Municipal Boundary – is a polygon data layer representing the geographic extent of a city’s administrative boundary, not including any extra-territorial jurisdiction

National Emergency Number Association (NENA) – is the national 9-1-1 Association which serves the public safety community as the only professional organization solely focused on 9-1-1 policy, technology, operations, and education issues.

Next Generation 9-1-1 (NG911) – is a system comprised of Emergency Services IP networks (ESInets), IP-based Software Services and Applications, Databases and Data Management processes that are interconnected to Public Safety Answering Point premise equipment. The system provides location-based routing to the appropriate emergency entity. The system uses additionally available data elements and business policies to augment PSAP routing. The system delivers geodetic and/or civic location information and the call back number.

The system supports the transfer of calls to other NG9-1-1 capable PSAPs or other authorized entities based on and including accumulated data. NG9-1-1 provides standardized interfaces for call and message services, processes all types of emergency calls including non-voice (multi-media) messages, acquires and integrates additional data useful to call routing and handling for appropriate emergency entities. NG9-1-1 supports all E9-1-1 features and functions and meets current and emerging needs for emergency communication from caller to Public Safety entities.

NG9-1-1 – refer to Next Generation 9-1-1.

No Record Found (NRF) – is the condition where no Automatic Location Identifier (ALI) information is available for display at the Public Safety Answering Point (PSAP).

Parity – is the odd or even property of an integer. In address matching, parity, is used to locate a geocoded address on the correct side of the street (such as odd numbers on the south or east side and even numbers north or west side.)

Primary Street Name – is an essential street name element which is considered to be the parent name of the street.

Provisioning Boundary – is the authoritative polygon data layer that defines the COUNTY’s geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the COUNTY’s administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the COUNTY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the COUNTY, adjacent PUBLIC AGENCIES, and CAPCOG.

Public Safety Answering Point (PSAP) boundary – is the authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (PSAP) to which all emergency requests are initially routed.

Public Safety Answering Point (PSAP) – is a continuously operated communications facility that is assigned the responsibility to receive 9-1-1 calls and, as appropriate, to dispatch public safety services or to extend, transfer or relay 9-1-1 calls to appropriate public safety agencies.

Public Safety Agency (PSA) – is the division of a public agency that provides telecommunications/dispatch, law enforcement, firefighting, medical, or other emergency services, or a private entity that provides emergency medical or ambulance services. Also referred to as emergency service response providers or first responders.

Road Centerline (RCL) – is a data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.

Site/Structure Address Point (AP) – is a data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.

The address number is the numeric component of a street address which proceeds the primary street name (example: 100 GRANITE DR).

The house number suffix or secondary number is an alphanumeric component of a street address that describe an apartment, room, suites, or other secondary addressing unit that is part of the property description by the house number. (Example: 256 WARD ST, APT A; 256 WARD ST #A.)

Street Centerline – refer to Road Centerline.

Street Name – is an identifying name given to a street that consists of one or more street name elements.

Street Name Elements – in proper logical order are the prefix directional primary street name, street suffix, and the post directional.

Street Name Prefix Directional – is a street name element which precedes the primary street name to indicate the primary direction of the street. For 9-1-1 purposes, the prefix directional is limited to a two-character maximum and shall be one of the eight NENA approved abbreviated directional indicators (i.e., N, E, W, S, NW, SW, NE, and SE).

Street Post Directional – is a street name element which describes the travel limited to a two-character maximum and describes travel direction (i.e., NB, EB, SB, and WB). Only major highways and their service roads have post directional.

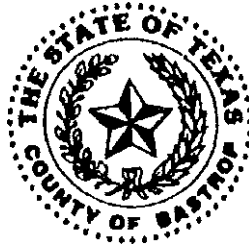
Street Suffix – is a street name element which indicates the road type (e.g., ST, DR, AVE, etc.). For 9-1-1 purposes, the street suffix should be abbreviated according to [USPS Publication 28 Appendix C: C1 Street Suffix Abbreviations](#).

United States Postal Service (USPS) – is an independent agency charged with processing and delivering mail and with protecting the mails from loss, theft, or abuse in accordance with U.S. postal laws.

Uniform Resource Identifier (URI) – is a predictable formatting of text used to identify a resource on a network.

Uniform Resource Name (URN) – is a location independent identifier that is designed to be unique and persist over extended periods of time.

Item # 14



INTERLOCAL AGREEMENT BASTROP COUNTY AND CITY OF SMITHVILLE FOR ANIMAL CONTROL SERVICES

This Interlocal Cooperation Agreement, related to Animal Shelter Services ("Agreement"), is made and entered by and between the City of Bastrop a municipal corporation, (the "City") and Bastrop County, a local governmental entity ("the "County"). The County and the City may be herein referred to jointly as the "Parties" and singularly as "Party."

RECITALS

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas: and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the Parties as follows:

1. GENERAL TERMS AND CONDITIONS

- 1.1** The Parties acknowledge and agree that all terms used in this Agreement, when not specifically defined herein, shall have the meanings set forth in the Bastrop County Rabies and Animal Control Ordinance, a copy of which is attached hereto and made a part of this Agreement.
- 1.2** The City shall not deliver domestic livestock or Exotic Animals to the Shelter, unless otherwise specifically approved and agreed in advance by the County Shelter personnel. The County shall have sole authority to determine, on a case-by-case basis, whether it will accept domestic livestock or Exotic Animals at the County's facilities, under the terms set forth herein.
- 1.3** OPERATIONAL DAYS The Bastrop County Shelter is generally open to the public and available to the City seven (7) days a week, between the hours of 8am and 4pm, with the exception of County recognized holidays when the hours may be reduced. Other exceptions to these hours may be due to County declared emergencies per the County Judge or other adverse conditions, with County Commissioner liaison approval. Dates that the County recognizes as holidays are available to the public by viewing the online calendar or by contacting County administrative offices. During the above mentioned hours, the Shelter is available for owners to reclaim impounded or held animals.
- 1.4** Animals impounded by the City and held by the County at the Shelter will become property of the County if they are not reclaimed during the holding period as noted herein. The County will dispose of such unclaimed animals as the County deems appropriate to the specific circumstances. (E.g., via adoption, humane euthanasia, and/or transfer to a rescue society).

2. GENERAL PROVISIONS OF ANIMAL CARE

2.1 City Authority to Impound/Deliver Animals to the Shelter

- 2.1.A Animals owned or harbored in violation of City Code of Ordinances, or laws of the State of Texas, may be taken into custody by an Animal Control Officer or other designated official and impounded under the provisions of the City's laws and regulations. Included is the authority to deliver such animals to the Shelter, per terms of this Agreement. This Agreement pertaining to sheltering, fees, reclaim periods, quarantine, disposition, and other requirements shall apply to all animals brought in from within City Limits, including those brought by City Animal Control Officers, other designated officials, or private citizens. The City may request the assistance of the County in controlling or capturing animals within their city limits. However, The County's assistance will be based on availability between the hours of 0800 and 1600 during regularly staffed days (not including holidays). Bastrop County may respond to emergencies (ex. due to arrest, accident, medical emergency or death of a person -with no caregiver for animal able to be located, confirmed possible rabies exposure from an animal without a known owner). If the County is available and provides such assistance, there will be a separate hourly charge for those services (see Section 4).

- 2.1.B Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set forth by Bastrop County and as agreed between the parties for operation of the Shelter. The fees for the impoundment of animals are to be collected by the Shelter on behalf of the City and the City agrees that, as partial consideration for this Agreement, the County shall have the right to retain all assessed and collected fees due from owners or harborers of impounded animals, as set forth in Bastrop County Rabies and Animal Control Ordinances.

2.2 Holding Periods and Disposition of Impounded Animals

- 2.2.A Dogs or Cats that are Impounded **Without** Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harborer or owner of that animal, **and which do not have traceable Identification**, shall be held for a minimum of **48 hours**, during which time period the owner may present proof of ownership at the Shelter and reclaim the animal, upon payment of all applicable fees and costs incurred during and/or related to the impoundment of the animal at the Shelter. In the event that a dog or cat is not claimed at the Shelter within 48 hours, that animal shall become the property of the County, as the City's designee.
- 2.2.B Dogs or Cats Impounded **With** Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harborer or owner of that animal that have traceable identification or when an owner or harborer of the animal is otherwise known by the County or City Animal Control personnel, shall be held by the Shelter, or its assignee, for a minimum of five (5) operational days from the date the animal enters the Shelter.
- 2.2.B.1 During this time, the City Animal Control Department or County Shelter personnel will attempt to notify the owner or harborer of the impoundment of the animal, as shown on the identification or as otherwise determined by the County. Holidays and other days that the facility is closed are specifically excluded from the minimum **five (5)** day holding period, noted herein.
- 2.2.B.2 The owner or harborer of such animals may claim them from the County at any time during the **five (5)** day confinement period, after compliance with the requirements herein.
- 2.2.C In the event that such an impounded animal is not claimed as set forth above, the impounded animal shall be deemed **voluntarily surrendered** by the owner or harborer, and shall become the property of the County as of the start of business on the **sixth (6th)** day of impoundment, or at the start of business on the day following the written agreed upon date and time as stipulated under (3) (a), and the County may dispose of the animal as it deems appropriate.

2.3The five (5) day holding period may be extended if the owner or harborer of an animal that is impounded with identification has:

- 2.3.A Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the **fifth** (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and
- 2.3.B Pays all applicable fees and ~~satisfies~~ other County requirements necessary for claiming the impounded animal.

2.4 Animals Surrendered by the Owner/Harbinger. In addition to the voluntary surrender of animals that are not timely claimed from impoundment, as noted above, all other animals surrendered by the owner or harbinger to the County shall become the property of the County **immediately** upon completion of the owner or harbinger surrender form. Fees for owner or harbinger surrendered animals are as shown in the "Bastrop Animal Shelter Fee Schedule", as published on the Bastrop County Website / Animal Shelter. A current fee is attached hereto as Exhibit "A".

2.5 Animals other than dogs and cats that are impounded. All animals, other than dogs or cats, that are impounded by the Animal Control Department or the Shelter, or animals that are brought to the Shelter by a person other than the owner or harbinger, shall become the property of the Shelter **immediately upon surrender**, unless such ownership is prohibited by state or federal law.

2.6 Disposition of animals. Any animal that cannot be adopted or transferred to a proper and appropriate agency or person shall be euthanized by the Shelter by means approved by the American Veterinary Medical Association and/or the Texas Veterinary Medical Association or by other State of Texas approved method. S u c h euthanasia is to be administered in compliance with the laws of the State. Animals listed as endangered or protected shall be transferred to the proper authority at the earliest possible date or otherwise maintained in accordance with State and Federal laws.

2.7 Animals Held on Complaint or by Court Order. If a complaint has been filed in municipal court against the owner and/or harbinger of an animal that is impounded at the Shelter for a violation of the Code, the animal shall not be released except on the order of the City's Animal Control Department, which may also direct the owner and/or harbinger to pay any penalties for violation of its Code, in addition to payment of all impoundment fees and costs incurred by the Shelter. Surrender of an animal by the owner and/or harbinger thereof, to the Shelter or the Animal Control Department, does not relieve or render the owner or harbinger immune from the decision of the Court related to that animal, nor from the fees, fines, or other costs that may result from a violation of the Code.

2.8 Removal of Animals from Confinement Shelter.

- 2.8.A Removal of animal from confinement- It is unlawful for any person to remove or allow escape from any place of confinement any dog, cat, or other animal which has been ordered to be confined in the Shelter, without the express consent of a Court of Law, or the County and/or the City.

- 2.8.B Delivery of Impounded Animals The Parties agree that City's authorized agents shall have the right to deliver impounded animals to the custody or control of the County as follows:
- 2.8.B.1 When feasible, the City will deliver impounded animals to the Shelter during the hours that the Shelter is generally open to the public, as set forth herein in Article I, Paragraph 3.
- 2.8.B.2 In addition to its general public business hours, the County will provide access to the Shelter to the City, for the delivery of animals to the Shelter.
- 2.8.B.3 Dead Animals and Fowl. Dead animals will not be accepted by the County at the Shelter unless such deceased animals are brought to be prepared for rabies specimen testing. The City Animal Control Officer shall perform the required preparation, proper storage, disposal, labeling, and transfer to the Texas Department of State Health Services testing facility.
- 2.8.B.4 At the time of delivery, the City's authorized agent(s) shall complete all Shelter Release Forms and Impoundment Forms for each animal delivered to the Shelter, including animals that are dead and submitted for rabies testing. In addition to release and impoundment forms, the City's authorized agent(s) is responsible for notifying a Shelter staff member and remaining with the animal(s) to assist during the intake process.

3. COUNTY RIGHTS and RESPONSIBILITIES

- 3.1.** Bastrop County will provide the necessary impoundment and release Shelter forms for use by the City's representatives and agents.
- 3.2.** Upon taking custody of impounded animals at the Shelter, the County will care for and hold such animals as per the terms of this Agreement, as follows:
- 3.3.** Animals that are brought to the Shelter by the City as a result of formal complaints filed in a Court of Jurisdiction shall be held by the County as ordered by the Court. The staff at the shelter must be notified of the required hold period at the time of drop off and the ordered hold period must be clearly noted in the impound documentation.
- 3.4.** Sick, injured, or animals deemed a danger to the health and welfare of citizens or Shelter staff may be humanely euthanized by the County at any time deemed appropriate, in the County's sole discretion.
- 3.5.** Bastrop County shall not be obligated to provide veterinary care for any sick or injured animal that is taken by the Shelter. If either the City or County determines that it will, at its sole discretion, seek veterinary care for an impounded animal, then the owner/harbinger of such animal shall be responsible for payment of any veterinarian fees or medical care costs incurred while the animal is under impoundment at the Shelter.

- 3.6.** Bastrop County will not be obligated to provide quarantine facilities or services under this Agreement, but may do so at its sole discretion. If the County elects to provide such quarantine facilities or services, then all applicable quarantine fees will be paid, by the animal owner/harbinger prior to initiating the quarantine holding period. Fees for quarantine services shall be those set by the Commissioners Court. Any fees paid for quarantine services shall be the property of Bastrop County.
- 3.7.** Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set by Bastrop County and as detailed in the Bastrop County Rabies and Animal Control Ordinances.
- 3.8.** Quarantine of Animals at the Shelter and Disposition of suspected animals. Any Animal that has bitten or scratched a person may be quarantined for observation and disposed of by the Shelter as follow:
- 3.8.A be **immediately** euthanized and submitted to DSHS for rabies testing; or
 - 3.8.B. held for a period of **forty-eight (48) hours**, while attempting to contact the owner, then euthanized and submitted to DSHS for rabies testing; or
 - 3.8.C. held for a period of **ten (10) days** from the date of the bite/scratch, after which 1) the owner may reclaim (upon payment of fees), 2) the animal may be transferred to a rescue agency or adopted out; or 3) the animal may be euthanized and disposed of.
- 3.9.** The County will collect and retain all fees paid by animal owners who reclaim animals that have been impounded and reclaimed, regardless of which entity or agency placed the animal(s) at the Bastrop County Shelter.
- 3.10.** The County will require owners who desire to reclaim their animals to show proper identification and current rabies vaccination, prior to release of each impounded animal. Any owner located within the jurisdiction of the City that fails to provide proof of rabies vaccination may be referred to the City Animal Control Officer for the purpose of citation in accordance with City/State law.

4. TERM and FINANCIAL CONSIDERATION

- 4.1** This Agreement shall be effective for a term of **two (2) years**, beginning October 1, 2023 and ending September 30, 2025.
- 4.2** The Parties agree that the financial consideration to be paid by the City to the County for performance of the services, obligations, and responsibilities under this Agreement are as follows:
- 4.3** The City shall remit to the County Two Hundred and Twenty-Five Dollars per Animal (\$225.00) for the first year of this Agreement and Two Hundred and Seventy Dollars per Animal (\$270.00) for the second year this Agreement, which amounts due will be

invoiced by the County by the 5th of each month for the prior month's services. The City agrees to pay invoice within 30 days.

- 4.4** If the County provides requested assistance in capturing or controlling animals within their city limits, there will be a \$100 per hour charge for those services. These fees will be in addition to the service fees in subsection 4.3 above. Any such fees will be invoiced to the City within 60 days of the services being provided.

5. MISCELLANEOUS PROVISIONS

- 5.1.** Amendment or Revision The City and the County agree that a request to renegotiate, amend, or revise this Agreement may be made by either Party at any time during its term, upon a minimum of 90 days written notice to the other Party.

- 5.2.** Notices Written notices related to this Agreement shall be as follows:

5.2.A. To the County:

Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

With Copy to:

Bastrop County District Attorney
804 Pecan Street
Bastrop, TX 78602

5.2.B. To the City:

City Manager

- 5.3.** Effective Date- It is mutually understood and agreed to by the Parties hereto that this Agreement shall become **effective on the later of the dates noted below**, and shall remain in effect for a term as set out herein, unless otherwise terminated as per the provisions set forth herein.
- 5.4.** Written Notice Not to Renew- If either Party intends not to renew this Agreement, they shall give written notice to the other Party at least 90 days prior to the expiration date.
- 5.5.** Automatic Renewal Scenario- Since the services provided in this Agreement are essential to the health and safety of the citizens of the City, without such written notice to not renew, and without a new Agreement regarding the matters covered in the Agreement, then this Agreement will automatically be extended in full force and effect on a year to year basis, and the fees due by the City will be increased by 20% for each ensuring year the services

are provided by the County under such automatic extension.

- 5.6.** No Liability of City or County Personnel - The Parties agree that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City or County may have to Immunity under the laws of the State of Texas.
- 5.7.** Amendments- This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 5.8.** Severability- If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 5.9.** Headings- All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 5.10.** Waivers- No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.
- 5.11.** Governing Law- This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Any disputes regarding this Agreement will be heard in the courts of Bastrop County, Texas, or in the Federal District Court in Austin, Western District of Texas, Austin District.

THE CITY OF SMITHVILLE

Mayor Date _____

ATTEST: _____
City Secretary

COUNTY OF BASTROP

County Judge Date _____

ATTEST: _____
County Clerk

Item # 15 & 16

CITY OF SMITHVILLE
2023 Property Tax Calculation Worksheet
For Fiscal Year 2023-2024 Budget
as of 7/24/2023

WITH NEW DEBT FOR 2023

\$1,511,314	2022-23 M&O Collection Budget
0.383085	2022-23 M&O Tax Rate
0.165849	2022-23 Debt Service Tax Rate
0.548934	2022-23 Total Tax Rate

2023 No-New-Revenue Tax Rate (Effective Tax Rate)	0.511747
2023 Voter-Approval Tax Rate (Rollback Tax Rate)	0.548952
2023 De Minimis Rate	0.642155
2023 PROPOSED TAX RATE	0.548952

Collection Basis	2023	2022
Certified Net Taxable-Approved	428,687,252	396,028,750
less Freeze Taxable (Ceiling)	(9,057,752)	
Certified Net Taxable-Under Review	21,593,613	
less allowance for contested (20%)	4,318,723	
Adjusted Net Taxable	445,962,142	396,028,750

	2023 New M&O Rate	2023 Debt Svc Rate *	2023 Total Rate	2023 M&O Revenue**	M&O Revenue Increase Over 2022-23 Budget	Avg Homestead*** Increase Over 2022-23 Payment	Avg Homestead*** Property Tax Paid 2023-24 Tax Rate
M&O Increased By							
De Minimis Rate	0.469746	0.172409	0.642155	\$2,094,889	\$583,575	\$347.98	\$1,509
PROPOSED - Voter-Approval Tax Rate	0.376543	0.172409	0.548952	\$1,679,239	\$167,925	\$128.94	\$1,290
Current Tax Rate	0.376525	0.172409	0.548934	\$1,679,159	\$167,845	\$128.90	\$1,290
No-New-Revenue Tax Rate	0.339338	0.172409	0.511747	\$1,513,319	\$2,005	\$41.51	\$1,203

2023 Debt Service Revenue: \$ 768,881

*Debt Service Revenue: = (Adjusted Net Taxable/100) x Debt Svc Rate x Collection Rate

**M & O Revenue: = (Adjusted Net Taxable/100) x M&O Rate x Collection Rate

Calculations based on: 100% collection rate with an Adjusted Net Taxable of \$445,962,142

***Average Homestead Value: average taxable 2022 (FY 2022-2023) \$211,533 average taxable 2023 (FY 2023-2024) \$235,015

2023-2024 Debt Service (General/I &S)		
Payments:		
2018 CO's (refi 98, refi 05)	\$	319,489
2019 CO's	\$	26,175
Tax Note, Series 2021	\$	105,254
Tax Note, Series 2022	\$	191,420
Tan Note, Series 2023 (PROPOSED)	\$	224,623
	\$	866,961
Collections:		
Util Drainage/System Impv Fees	\$	87,000
Property Tax Levy	\$	768,881
Prop Tax excess 2022	\$	11,080
	\$	866,961

2023-24 Debt Service (Utility)		
Payments:		
2007 CO's	\$	344,325
2019 CO's	\$	148,625
	\$	492,950
Collections:		
Utility Revenue	\$	492,950

BASTROP COUNTY

Ellen Owens, CTOP, PCC
Tax Assessor / Collector
Ellen.Owens@Co.Bastrop.Tx.Us




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

July 27, 2023

I, Ellen Owens, Tax Assessor / Collector for the City of Smithville, am submitting the below Appraised Values; Assessed Values, Taxable Values and the new taxable property as per Texas Property Tax Code 26.04 (a)(b);

City of Smithville	Total Appraised Value	Total Assessed Value	Total Taxable Values
ARB Approved	\$599,646,076	\$553,856,981	\$428,687,252
Under Protest	\$22,543,837	\$21,680,194	\$21,593,613
New Value	\$27,599,141		\$21,455,207

I hereby certify the above reported information is true and correct to the best of my knowledge.


Ellen Owens, Bastrop County Tax Assessor / Collector

Submitted: July 27, 2023



BASTROP COUNTY

Ellen Owens, CTOP, PCC
Tax Assessor-Collector



P.O. Box 579 Bastrop, TX 78602
Phone (512) 581-7161
taxoffice@co.bastrop.tx.us

July 25, 2023

Cynthia White
City of Smithville

Enclosed for your information and use is the following which has been verified through our office collection records for period 7/1/2022 - 6/30/2023:

C03 Excess Debt Tax Collections for 2022	\$ 11,080.13
C03 M&O Tax Refunds for Years Preceding 2022	\$ 1,034.32
C03 I&S Tax Refunds for Years Preceding 2022	\$ 302.86
C03 TOTAL Tax Refunds for Years Preceding 2022	\$ 1,337.18
Anticipated Collection Rate for 2023	100%
C03 Actual Collection Rate as of 9/30/2022	103%
C03 Actual Collection Rate as of 9/30/2021	101%
C03 Actual Collection Rate as of 9/30/2020	100%

I hereby certify the above information is true and correct to the best of my knowledge.

A blue ink signature of Ellen Owens, written in a cursive style.

Ellen Owens, CTOP, PCC
Bastrop County Tax Assessor/Collector



City of Smithville	June 30, 2023
Total original levy	\$2,210,322.89
Total collections	\$2,139,734.71
Total P&I	\$34,279.42

	September 30, 2022	September 30, 2021	September 30, 2020
Total current year Levy	\$1,759,371.62	\$1,602,904.52	\$1,567,060.32
Total Collections	\$1,787,879.10	\$1,592,027.82	\$1,550,730.22
Total P&I	\$29,330.54	\$22,078.82	\$21,316.60

Anticipated Collection percentage	98%
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Actual Collections Percentage	103%	101%	100%
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Current year I&S levy	\$640,267.65
prior year certified percentage	100%
Actual I&S taxes & P&I collected	\$651,347.78

Anticipated levy	\$ 640,267.65
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Excess Debt Collections	\$11,080.13
IF NEGATIVE NUMBER - NO EXCESS DEBT COLLECTIONS	

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF SMITHVILLE

Taxing Unit Name

(512) 237-3282

Phone (area code and number)

PO Box 449, Smithville, TX, 78957

Taxing Unit's Address, City, State, ZIP Code

www.ci.smithville.tx.us

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 396,028,750
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 396,028,750
4.	2022 total adopted tax rate.	\$ 0.548934/\$100
5.	2022 Taxable Value lost because court appeals of ARB decisions reduced 2022 appraised Value. A. Original 2022 ARB values: \$ 0 B. 2022 values resulting from final court decisions: -\$ 0 C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2022 ARB certified value: \$ 0 B. 2022 disputed value: -\$ 0 C. 2022 undisputed value. Subtract B from A. ⁴	\$ 0
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No. New Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 396,028,750
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 403,941 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 119,000 C. Value loss. Add A and B. ⁶	\$ 522,941
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 0 B. 2023 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 522,941
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 395,505,809
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 2,171,065
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 1,337
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 2,172,402
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 437,745,004 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 437,745,004

⁵ Tex. Tax Code § 26.012(15)

⁶ Tex. Tax Code § 26.012(15)

⁷ Tex. Tax Code § 26.012(15)

⁸ Tex. Tax Code § 26.03(c)

⁹ Tex. Tax Code § 26.012(13)

¹⁰ Tex. Tax Code § 26.012(13)

¹¹ Tex. Tax Code § 26.012, 26.04(c-2)

¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll.¹³ A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>17,274,890</u> B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u> C. Total value under protest or not certified. Add A and B. \$ <u>17,274,890</u>	
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>9,057,752</u>
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>445,962,142</u>
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ <u>21,455,207</u>
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ <u>21,455,207</u>
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ <u>424,506,935</u>
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.511747</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ <u>0.000000</u> /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ <u>0.383085</u> /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>396,028,750</u>

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter/Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 1,517,126
31.	Adjusted 2022 levy for calculating NNR M&O rate.	
	<p>A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 1,034</p> <p>B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 0</p> <p>C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 1,034</p> <p>E. Add Line 30 to 31D.</p>	\$ 1,518,160
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$ 424,506,935
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.357629/\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0.	
	<p>A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000/\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000/\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0.	
	<p>A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0</p> <p>B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000/\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000/\$100

²² (Reserved for expansion)

²³ Tex. Tax Code § 26.044

²⁴ Tex. Tax Code § 26.041

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation.²⁵ If not applicable or less than zero, enter 0. <p>A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose.....</p> <p>B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose.....</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.....</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ 0 \$ 0 \$ 0.000000/\$100 \$ 0.000000/\$100 \$ 0.000000/\$100
37.	Rate adjustment for county hospital expenditures.²⁶ If not applicable or less than zero, enter 0. <p>A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.</p> <p>B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.....</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ 0 \$ 0 \$ 0.000000/\$100 \$ 0.000000/\$100 \$ 0.000000/\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. <p>A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year</p> <p>B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year.....</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0 \$ 0 \$ 0.000000/\$100 \$ 0.000000/\$100
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.357629/\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100</p> <p>C. Add Line 40B to Line 39.</p>	\$ 323,152 \$ 0.076124/\$100 \$ 0.433753/\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.448934/\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ <u>866,961</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ <u>0</u> C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0</u> D. Subtract amount paid from other resources - \$ <u>87,000</u> E. Adjusted debt. Subtract B, C and D from A.	\$ <u>779,961</u>
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>11,080</u>
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ <u>768,881</u>
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ <u>100.00</u> % B. Enter the 2022 actual collection rate. <u>103.00</u> % C. Enter the 2021 actual collection rate. <u>101.00</u> % D. Enter the 2020 actual collection rate. <u>100.00</u> % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	<u>100.00</u> %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>768,881</u>
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>445,962,142</u>
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.172409</u> /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>0.621343</u> /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(a)

²⁸ Tex. Tax Code § 26.012(7)

²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)

³⁰ Tex. Tax Code § 26.04(b)

³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ _____ /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³¹ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ _____ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³² Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³³ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 322,839
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 445,962,142
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.072391 /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁴ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.511747 /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ _____ /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁴ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.621343 /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.548952 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

Not Applicable

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁶	\$ _____
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

³¹ Tex. Tax Code § 26.041(d)

³² Tex. Tax Code § 26.041(f)

³³ Tex. Tax Code § 26.041(d)

³⁴ Tex. Tax Code § 26.04(c)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.045(d)

³⁷ Tex. Tax Code § 26.045(f)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**Not Applicable**

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67)..... \$ _____/\$100	
	B. Unused increment rate (Line 66)..... \$ _____/\$100	
	C. Subtract B from A..... \$ _____/\$100	
	D. Adopted Tax Rate..... \$ _____/\$100	
	E. Subtract D from C..... \$ _____/\$100	
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 67)..... \$ _____/\$100	
	B. Unused increment rate (Line 66)..... \$ _____/\$100	
	C. Subtract B from A..... \$ _____/\$100	
	D. Adopted Tax Rate..... \$ _____/\$100	
	E. Subtract D from C..... \$ _____/\$100	
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
	A. Voter-approval tax rate (Line 65)..... \$ _____/\$100	
	B. Unused increment rate (Line 64)..... \$ _____/\$100	
	C. Subtract B from A..... \$ _____/\$100	
	D. Adopted Tax Rate..... \$ _____/\$100	
	E. Subtract D from C..... \$ _____/\$100	
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ _____/\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ _____/\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁶ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.357629</u> /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>445,962,142</u>
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>0.112117</u> /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.172409</u> /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ <u>0.642155</u> /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**Not Applicable**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁵

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____/\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ _____/\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ _____/\$100

⁴⁶ Tex. Tax Code §26.042(b)⁴⁷ Tex. Tax Code §26.042(f)⁴⁸ Tex. Tax Code §26.042(c)⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ _____ /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate \$ 0.511747 /\$100

As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

Indicate the line number used: 26Voter-approval tax rate \$ 0.548952 /\$100

As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

Indicate the line number used: 58De minimis rate \$ 0.642155 /\$100

If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹

print
here

Ellen Owens, Tax Assessor / Collector

Printed Name of Taxing Unit Representative

sign
here


Taxing Unit Representative

July 27, 2023

Date

⁵⁹ Tex. Tax Code §§26.04(c-2) and (d-2)

Notice About 2023 Tax Rates

Property Tax Rates in CITY OF SMITHVILLE

This notice concerns the 2023 property tax rates for CITY OF SMITHVILLE.

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$ 0.511747 /\$100

This year's voter-approval tax rate \$ 0.548952 /\$100

To see the full calculations, please visit <https://www.ci.smithville.tx.us/> for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
General Operating	\$1,484,575
Interest & Sinking	\$414,500

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
General Obligation Refunding bonds, Series 2018	\$315,000	\$4,489		\$319,489
Certificates of Obligation, Series 2019	\$10,000	\$16,175		\$26,175
Tax Note, Series 2021	\$100,000	\$5,254		\$105,254
Tax Note, Series 2022	\$160,000	\$31,420		\$191,420
Tax Note, Series 2023	\$110,000	\$114,623		\$224,623

(expand as needed on the last page)

Total required for <u>2023</u> debt service	\$ <u>866,961</u>
- Amount (if any) paid from funds listed in unencumbered funds	\$ <u>0</u>
- Amount (if any) paid from other resources	\$ <u>87,000</u>
- Excess collections last year	\$ <u>11,080</u>
= Total to be paid from taxes in <u>2023</u>	\$ <u>768,881</u>
+ Amount added in anticipation that the taxing unit will collect only <u>100.000000</u> % of its taxes in <u>2023</u>	\$ <u>0</u>
= Total Debt Levy	\$ <u>768,881</u>

This notice contains a summary of the no-new-revenue and voter-approval calculations as

certified by Ellen Owens, Tax Assessor / Collector, 08/27/2023

Item # 18

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: August 11, 2023
RE: July Financial Reports

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

- ❖ QECB infrastructure upgrade lease payment - \$118,676
- ❖ State court criminal costs and fees (quarterly) - \$6,689
- ❖ Mi.Net annual hosting payment to Mueller Company (smart meter billing software) - \$23,850
- ❖ BEFCO Engineering fees for SH 95 Expansion, Water/Wastewater project - \$11,670
- ❖ tuition for Basic Peace Officer Course for two cadets - \$7,000
- ❖ installation of lights, fans, & electric at Railroad Park Pavilion - \$3,700
- ❖ purchase of electrical supplies/pole line hardware - \$10,873
- ❖ drain grating material from Cen-Tex Marine - \$6,600
- ❖ installation of sewer taps at 300 4th St/Hill Rd and NE 8th St - \$6,000
- ❖ purchase of ASPPM Grade IV Performance Cold Mix asphalt - \$3,403
- ❖ tree service at 1201 NE Loop 230 & 500 Gresham - \$3,300
- ❖ and the monthly payments for fuel, city employee benefits, LCRA purchased power, and garbage services.

Certificate of Obligations, Series 2019 expenses included:

- ❖ Tank Rehabs: Boswell & Reyes annual inspection of tanks - \$2,486

Tax Note, Series 2022 expenses included:

- ❖ LaGrange Portable: utility trailer for electric department - \$2,600

Grant expenditures included:

- ❖ St David's Foundation Community Engagement Coordinator: program expenses - \$7,334
- ❖ St David's Foundation, Expanding the Workforce Training Center: wired/wireless network & antivirus software - \$11,599
- ❖ St David's Foundation Libraries for Health: Common Thread at the Gardens project - \$2,500
- ❖ Methodist Healthcare Ministries, Building Community Resiliency: DeSela Consulting - \$5,000
- ❖ General Land Office CDBG-MIT Grant: Assured Quality Appraisal and Langford Management fees - \$25,244
- ❖ TX Commission on the Arts, Arts Respond Project: Playhouse Smithville "Peter Pan" In the Park - \$3,872

Have a great weekend,

Cynthia

ESTIMATED FUND BALANCES

@ July 31, 2023

General Fund

Total Expenditures divided by 12 times 3 equals Recommended Fund Balance

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

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) @ July 31, 2023
Revenues Over/Under Expenditures \$559,598

Estimated Fund Balance @ July 31, 2023 \$1,878,024

Estimated Fund Balance Over/Under Recommended \$393,449

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) @ July 31, 2023
Revenues Over/Under Expenditures (\$249,785)

Estimated Fund Balance @ July 31, 2023 \$1,634,157

Estimated Fund Balance Over/Under Recommended (\$373,110)

CITY OF SMITHVILLE
CASH BALANCES & RESERVES @ 07/31/23 @ 07/31/22

CASH OPERATING ACCOUNTS:

General Fund	55,035	43,746
Utility Fund	112,144	143,336
Credit Card Pmts	415,865	652,643
Fireman's Pension	27,135	27,902
HOMES Grant Fund	239	239
HRA Trust Fund	33,991	41,956
Library Contributions Fund	204,664	195,815
Railroad Park	840	806
TxCDBG Project	61	61
COPS Hiring Grant	0	0
Grants Account	63,297	242
HMGP Grants	0	0
TxDOT Sidewalk Grants	0	0
Police Seized Assets	6,689	6,411
Smithville Tx Veterans Memorial Park	11,797	15,186
Independence Park	6,228	5,969
Smithville Cares	1,691	3,763
GLO CDBG-MIT Grant	203	20
Coronavirus Local Fiscal Recovery	255,713	44,452
Total Cash on Hand	1,195,593	1,182,547

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	97,687	Apr-24	97,249
Utility - Customer Deposits	34,140	Mar-24	33,987
Economic Development (IDF)	55,297	Dec-23	55,049
Utility-01 CO/SWS FNMA	122,998	Oct-23	122,447

INVESTMENT POOL ACCOUNTS

General - Operations	1,155	1,106
Utility - Operations	76,358	79,271
Capital Replacement Fund	609,361	134,004
Interest & Sinking	414,947	391,268
'07 CoFo Project Funds	79	76
'19 CoFo Project Funds	1,023,364	1,243,878

SAVINGS ACCOUNTS

Airport Fly-in	9,569	8,490
PEG Capital Fee	19,112	18,315

TOTAL INVESTED FUNDS: 3,017,473 2,728,889

ACCOUNTS RECEIVABLE

Genl/Util - Miscellaneous	168,344	178,770
Utility Billings - Current	1,068,871	856,974
Utility Billings - Delinquent	79,370	148,204
Total Accounts Receivable	1,316,585	1,183,948

TOTAL CASH & RECEIVABLES 5,529,651 5,095,383

RESERVE AMOUNTS

Res Bond Debt Service	414,947	391,268
Res Bond Project Funds	1,023,443	1,243,954
Res Customer Deposits	118,882	115,282
Res Economic Development	55,297	55,049
Res Firemen's Pension	27,135	27,902
Designated Court Technology	0	0
Designated Library	456,333	442,346
Designated Police Ed/Op	0	923
Designated VFD Donations	0	0
Designated COPS Hiring Grant	0	0
Designated Grants Account	63,297	242
Designated HMGP Grants	0	0
Designated TxDOT Sidewalk Grants	0	0
Designated Police Seized Assets	6,689	6,411
Designated-Veterans Memorial Park	11,797	15,186
Designated-Independence Park	6,228	5,969
Designated Smithville Cares	1,691	3,763
Designated GLO CDBG-MIT	203	20
Designated-CLFRF	255,713	44,452
Total Reserve Amounts	2,441,656	2,352,767

ACCOUNTS PAYABLE

General	103,418	152,615
Utility	442,623	415,002
Total Accts Payable	546,041	567,617

TOTAL RESERVES & PAYABLES 2,987,697 2,920,383

UNRESTRICTED CASH & RECEIVABLES 2,541,954 2,175,000

CITY OF SMITHVILLE
SUMMARY REVENUE / EXPENSE STATEMENT
FISCAL YEAR 2022-23 @ July 31, 2023

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 07/31	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
REVENUES:						
General Fund	5,256,255	5,938,301	88.51%	5,137,824	6,010,691	85.48%
Utility Fund	6,578,661	8,029,067	81.94%	6,461,893	8,037,693	80.39%
Maintenance Fund	87,082	117,868	73.88%	76,323	104,252	73.21%
Int & Sinking Fund	738,315	746,968	98.84%	497,904	519,767	95.79%
TOTAL REVENUES	12,660,313	14,832,204	85.36%	12,173,943	14,672,403	82.97%
EXPENSES:						
General Fund	4,696,657	5,938,301	79.09%	4,778,336	5,967,951	80.07%
Utility Fund	6,828,446	8,029,067	85.05%	6,764,296	7,788,293	86.85%
Maintenance Fund	98,555	117,868	83.62%	99,562	104,252	95.50%
Int & Sinking Fund	718,890	746,968	96.24%	507,574	519,511	97.70%
TOTAL EXPENSES	12,342,549	14,832,204	83.21%	12,149,767	14,380,007	84.49%
Revenues Over/(Under) Expenses						
M&O Funds	298,339			33,846		
I&S Fund	19,425			(9,670)		
Total Over(Under)	317,764	0		24,176	292,396	

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

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 07/31	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
REVENUES:						
Taxes	2,454,420	2,719,714	90.25%	2,284,740	2,582,694	88.46%
Licenses & Permits	66,376	120,522	55.07%	128,593	140,461	91.55%
Services	1,173,904	1,357,667	86.46%	1,129,549	1,356,688	83.26%
Court	43,634	60,450	72.18%	54,463	66,960	81.34%
Miscellaneous	1,318,521	1,502,725	87.74%	1,344,841	1,629,223	82.54%
Contributions	199,400	177,223	112.51%	195,639	234,665	83.37%
TOTAL REVENUES	5,256,255	5,938,301	88.51%	5,137,824	6,010,691	85.48%
EXPENSES:						
Administration	363,913	469,292	77.55%	412,384	481,146	85.71%
Finance	72,089	84,059	85.76%	61,802	72,457	85.30%
Police	1,109,900	1,480,386	74.97%	1,088,469	1,335,789	81.49%
Animal Control	52,356	66,515	78.71%	51,421	62,352	82.47%
Court	59,500	86,938	68.44%	65,759	80,652	81.53%
Fire	62,694	91,778	68.31%	65,845	96,431	68.28%
Library	307,394	421,917	72.86%	262,917	336,678	78.09%
Community Service	68,639	87,460	78.48%	65,047	68,248	95.31%
Parks & Recreation	350,797	383,196	91.54%	346,261	428,726	80.77%
Recreation Center	305,061	366,433	83.25%	303,966	368,902	82.40%
Street & Alley	558,990	603,303	92.65%	667,791	851,540	78.42%
Solid Waste	984,414	1,322,199	74.45%	970,696	1,274,705	76.15%
Enforcement/Insp	95,276	130,674	72.91%	109,099	138,264	78.91%
Cemetery	100,708	124,725	80.74%	90,709	113,805	79.71%
Airport	94,928	53,955	175.94%	112,483	126,597	88.85%
Economic Development	109,998	165,471	66.48%	103,688	131,659	78.75%
TOTAL EXPENSES	4,696,657	5,938,301	79.09%	4,778,336	5,967,951	80.07%
Revenues Over/(Under)	559,598	0		359,488	42,740	

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

FOR MONTH OF: July

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 07/31	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
REVENUES:						
TAXES						
Property Taxes	1,503,698	1,615,814	93.06%	1,372,137	1,457,420	94.15%
Franchise Taxes	114,221	137,900	82.83%	88,142	123,405	71.43%
Sales Taxes	783,601	915,000	85.64%	775,719	950,635	81.60%
Hotel/Motel Taxes	44,964	40,000	112.41%	39,975	40,043	99.83%
Mixed Beverage Tax	7,936	11,000	72.15%	8,767	11,191	78.34%
Total Tax Revenues	2,454,420	2,719,714	90.25%	2,284,740	2,582,694	88.46%
LICENSES & PERMITS						
Misc. Licenses	315	500	63.00%	220	250	88.00%
Alcohol Permits	705	4,100	17.18%	495	1,935	25.56%
Building Permits	44,969	65,000	69.18%	53,591	58,464	91.67%
Electrical Permits	5,428	15,000	36.18%	9,103	9,853	92.38%
Plumbing Permits	10,500	15,000	70.00%	13,043	15,118	86.27%
Misc. Permits/Film Permit	4,460	20,922	21.32%	52,142	54,841	95.08%
Total L/P Revenues	66,376	120,522	55.07%	128,593	140,461	91.55%
SERVICES						
Inspections	100	750	13.33%	400	400	100.00%
Cemetery	7,770	3,850	201.82%	3,850	4,200	91.67%
Police	302	1,500	20.15%	828	870	95.17%
Code Enforcement	2,860	1,000	286.00%	820	970	84.54%
Streets	1,600	1,000	160.00%	0	0	0.00%
Leaf & Limb	900	750	120.00%	725	775	93.55%
Sanitation	970,932	1,151,000	84.36%	945,637	1,139,613	82.98%
Warehouse	7,380	10,500	70.29%	9,500	10,865	87.44%
Parks & Recreation	21,340	30,000	71.13%	26,498	31,353	84.51%
Library	5,519	4,750	116.20%	4,494	5,279	85.12%
Airport	57,832	57,567	100.46%	46,363	53,551	86.58%
Recreation Center	97,368	95,000	102.49%	90,435	108,812	83.11%
Total Svc Revenues	1,173,904	1,357,667	86.46%	1,129,549	1,356,688	83.26%
COURT REVENUES						
Fines	28,072	40,000	70.18%	34,234	41,391	82.71%
Admin Fees	434	950	45.68%	936	1,066	87.77%
CJP Arrest Fees	2,269	3,500	64.84%	2,829	3,307	85.55%
Court Costs	11,388	15,500	73.47%	14,343	18,658	76.87%
Remedies	420	500	84.00%	680	800	85.00%
Court Technology	1,051	0	0.00%	1,441	1,738	82.91%
Total Court Revs	43,634	60,450	72.18%	54,463	66,960	81.34%
MISC. SALES & REVS						
Cemetery Plots	11,250	20,000	56.25%	36,000	38,250	94.12%
Franchise Fee - Utility	145,833	175,000	83.33%	145,833	175,000	83.33%
Interest Income	29,570	6,400	462.04%	5,233	7,724	67.75%
Rents	5,000	0	0.00%	0	0	0.00%
Credit Card Usage Fee	5,320	5,000	106.40%	4,975	6,187	80.41%
Misc Rev/Ins Recovery	43,553	27,000	161.31%	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	1,053,604	1,264,325	83.33%	1,103,333	1,324,000	83.33%
Other Rev-Lease Purchas	0	0	0.00%	0	0	0.00%
Total Misc. Revs	1,318,521	1,502,725	87.74%	1,344,841	1,629,223	82.54%
CONTRIBUTIONS						
Public Sources	114,471	143,064	80.01%	124,271	121,899	101.95%
Private Sources	6,725	1,500	448.33%	3,167	3,317	95.48%
Grants	48,347	3,459	1397.71%	39,123	76,660	51.03%
Volunteer Fire Dept	18,857	22,200	84.94%	18,714	22,425	83.45%
B. Hewatt	11,000	7,000	157.14%	10,364	10,364	100.00%
Tocker Foundation	0	0	0.00%	0	0	0.00%
Total Contributions	199,400	177,223	112.51%	195,639	234,665	83.37%
TOTAL REVENUES	5,256,255	5,938,301	88.51%	5,137,824	6,010,691	85.48%

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

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 07/31	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
ADMINISTRATION						
Personnel	164,608	247,179	66.59%	172,294	216,652	79.53%
Services	126,831	136,908	92.64%	130,047	145,892	89.14%
Supplies & Materials	23,577	44,610	52.85%	28,376	36,734	77.25%
Other	48,897	40,595	120.45%	81,666	81,868	99.75%
Capital	0	0	0.00%	0	0	0.00%
Transfer to TxDOT Sidewalk Gran	0	0	0.00%	0	0	0.00%
Total Admin Expense	363,913	469,292	77.55%	412,384	481,146	85.71%
FINANCE						
Personnel	45,531	54,829	83.04%	37,525	48,040	78.11%
Services	25,300	27,530	91.90%	21,942	22,043	99.54%
Supplies & Materials	1,258	1,700	74.00%	2,336	2,374	98.40%
Other	0	0	0.00%	0	0	0.00%
Total Finance Expense	72,089	84,059	85.76%	61,802	72,457	85.30%
POLICE						
Personnel	930,657	1,272,120	73.16%	920,413	1,143,039	80.52%
Services	32,627	37,074	88.01%	26,265	34,832	75.40%
Supplies & Materials	94,485	112,180	84.23%	87,485	103,611	84.44%
Other	52,130	59,012	88.34%	54,307	54,307	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Police Expense	1,109,900	1,480,386	74.97%	1,088,469	1,335,789	81.49%
ANIMAL CONTROL						
Personnel	40,365	50,765	79.51%	38,554	48,353	79.73%
Services	9,058	9,850	91.96%	9,065	9,197	98.57%
Supplies & Materials	2,535	5,500	46.09%	3,416	4,417	77.34%
Other	398	400	99.47%	385	385	100.04%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Animal Control Exp	52,356	66,515	78.71%	51,421	62,352	82.47%
COURT						
Personnel	45,302	63,905	70.89%	45,644	56,809	80.35%
Services	14,024	22,388	62.64%	19,998	23,725	84.29%
Supplies & Materials	130	600	21.65%	74	74	100.00%
Other	44	45	97.24%	44	44	99.45%
Total Court Exp	59,500	86,938	68.44%	65,759	80,652	81.53%
FIRE						
Personnel	1,808	1,808	100.00%	2,034	2,034	100.00%
Services	7,309	12,695	57.57%	8,241	9,952	82.81%
Supplies & Materials	18,492	39,650	46.64%	24,066	52,591	45.76%
Other	35,085	37,625	93.25%	31,504	31,854	98.90%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Fire Expense	62,694	91,778	68.31%	65,845	96,431	68.28%
LIBRARY						
Personnel	239,139	302,698	79.00%	210,906	268,888	78.44%
Services	11,897	16,584	71.74%	11,998	14,885	80.60%
Supplies (includes Donation/Grant exp)	51,834	98,110	52.83%	36,057	48,949	73.66%
Other	4,523	4,525	99.96%	3,956	3,956	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Library Expense	307,394	421,917	72.86%	262,917	336,678	78.09%
COMMUNITY SERVICE						
Allocated Support	68,639	87,460	78.48%	65,047	68,248	95.31%
Total Community Svc Exp	68,639	87,460	78.48%	65,047	68,248	95.31%
PARKS & RECREATION						
Personnel	220,364	263,181	83.73%	210,365	264,417	79.56%
Services	23,651	31,025	76.23%	30,573	35,735	85.56%
Supplies & Materials	87,716	70,650	124.16%	97,604	120,856	80.76%
Other-Special Projects	8,275	18,340	45.12%	7,718	7,718	100.00%
Capital Expenditures	10,791	0	0.00%	0	0	0.00%
Total Parks & Recr Exp	350,797	383,196	91.54%	346,261	428,726	80.77%

10/12th of budget would be 83.33%

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

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 07/31	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
RECREATION CENTER						
Personnel	183,341	237,999	77.03%	172,115	217,372	79.18%
Services	72,886	82,234	88.63%	72,465	87,807	82.53%
Supplies & Materials	39,414	36,800	107.10%	37,286	41,623	89.58%
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%
Total Recreation Center Exp	305,061	366,433	83.25%	303,966	368,902	82.40%
STREET & ALLEY						
Personnel	157,194	210,969	74.51%	136,814	175,802	77.82%
Services	162,424	147,050	110.45%	175,587	244,127	71.92%
Supplies & Materials	209,520	220,550	95.00%	298,558	336,282	88.78%
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%
Total Street & Alley Exp	558,990	603,303	92.65%	667,791	851,540	78.42%
SOLID WASTE						
Personnel	171,127	263,380	64.97%	155,301	196,020	79.23%
Services	738,124	983,450	75.05%	699,592	941,273	74.32%
Supplies & Materials	44,447	44,650	99.54%	85,107	99,964	85.14%
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%
Total Solid Waste Exp	984,414	1,322,199	74.45%	970,696	1,274,705	76.15%
ENFORCEMENT & INSPEC						
Personnel	63,288	84,494	74.90%	69,881	88,210	79.22%
Services	26,381	37,055	71.19%	30,679	38,370	79.96%
Supplies & Materials	5,152	8,690	59.29%	8,079	11,223	71.98%
Other	455	435	104.68%	461	461	100.05%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Enforcement/Insp Exp	95,276	130,674	72.91%	109,099	138,264	78.91%
CEMETERY						
Personnel	80,790	101,715	79.43%	59,027	78,854	74.86%
Services	7,660	8,745	87.59%	8,926	10,334	86.37%
Supplies & Materials	12,068	9,075	132.98%	6,904	8,765	78.77%
Other	190	190	100.06%	8,807	8,807	100.00%
Capital Expenditures	0	5,000	0.00%	7,045	7,045	100.00%
Total Cemetery Expense	100,708	124,725	80.74%	90,709	113,805	79.71%
AIRPORT						
Services	31,233	39,635	78.80%	29,819	38,511	77.43%
Supplies & Materials	4,484	5,600	80.08%	4,827	6,942	69.53%
Other	59,211	8,720	679.02%	77,837	81,144	95.92%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Airport Expense	94,928	53,955	175.94%	112,483	126,597	88.85%
GRANTS & ECONOMIC DEVELOPMENT						
Personnel	81,195	101,988	79.61%	71,202	91,062	78.19%
Services	8,606	16,270	52.89%	4,498	6,164	72.96%
Supplies & Materials	145	500	29.10%	108	115	94.05%
Other	20,052	46,713	42.93%	27,880	34,318	81.24%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Grant & Eco Development Exp	109,998	165,471	66.48%	103,688	131,659	78.75%
TOTAL EXPENSES	4,696,657	5,938,301	79.09%	4,778,336	5,967,951	80.07%
TOTAL REVENUES	5,256,255	5,938,301	88.51%	5,137,824	6,010,691	85.48%
Revenues Over/Under Expenses	559,598	0		359,488	42,740	

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

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 07/31	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
Maintenance Fund						
Revenues	87,082	117,868	73.88%	76,323	104,252	73.21%
Personnel Expense	60,672	75,108	80.78%	56,784	71,457	79.47%
Services Expense	3,160	4,245	74.43%	3,068	4,375	70.13%
Supplies Expense	34,489	38,280	90.10%	39,470	28,180	140.06%
Other Expense	234	235	99.67%	239	240	99.63%
Capital Expense	0	0	0.00%	0	0	0.00%
Total Maint Fund Exp	98,555	117,868	83.62%	99,562	104,252	95.50%
<i>Revenues Over/Under Expenses</i>	(11,474)	0		(23,239)	0	

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

FOR MONTH OF: July

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/22 @ 07/31	AMENDED 2021/22 BUDGET	2021/22 % OF BUDGET USED/COLLECTED
REVENUES:						
Electric	4,442,657	5,516,265	80.54%	4,367,229	5,497,032	79.45%
Water	845,811	1,076,000	78.61%	817,486	1,004,803	81.36%
Wastewater	762,202	824,500	92.44%	739,302	893,458	82.75%
Miscellaneous	527,991	612,302	86.23%	537,876	642,400	83.73%
TOTAL REVENUES	6,578,661	8,029,067	81.94%	6,461,893	8,037,693	80.39%
EXPENSES:						
Administration	1,433,216	1,751,668	81.82%	1,332,803	1,475,068	90.36%
Electric	3,096,845	3,674,766	84.27%	2,921,640	3,627,705	80.54%
Recycle	53,308	67,009	79.55%	52,104	63,339	82.26%
Water	359,205	352,231	101.98%	381,671	477,314	79.96%
Wastewater	759,768	832,068	91.31%	900,245	733,867	122.67%
Transfers	1,126,104	1,351,325	83.33%	1,175,833	1,411,000	83.33%
TOTAL EXPENSES	6,828,446	8,029,067	85.05%	6,764,296	7,788,293	86.85%
Revenues Over/(Under)						
Expenses:	(249,785)	0		(302,403)	249,400	

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

	2022/2023	2022/2023	2022/2023		2021/2022	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET		@07/31	2021/2022	% OF BUDGET
			USED/COLLECTED			BUDGET	USED/COLLECTED
REVENUES:							
ELECTRIC							
Residential Electric	2,628,545	3,333,960	78.84%		2,586,001	3,307,684	78.18%
Small Commercial Electric	440,646	496,000	88.84%		403,585	512,387	78.77%
Large Commercial Electric	1,101,380	1,440,300	76.47%		1,094,078	1,353,046	80.86%
Public Lighting	11,630	14,000	83.07%		11,687	14,019	83.37%
Interdepartmental	136,959	173,725	78.84%		136,143	164,665	82.68%
Electric Opt Out Fees	1,760	2,280	77.19%		2,070	2,450	84.49%
Charge for Svcs - Electric	121,737	56,000	217.39%		133,664	142,781	93.61%
Total Electric Revs	4,442,657	5,516,265	80.54%		4,367,229	5,497,032	79.45%
WATER							
Metered Sales	799,750	1,014,500	78.83%		753,131	934,233	80.61%
Unmetered Sales	1,062	1,500	70.77%		2,355	2,570	91.63%
Water Taps	45,000	60,000	75.00%		62,000	68,000	91.18%
Total Water Revs	845,811	1,076,000	78.61%		817,486	1,004,803	81.36%
WASTEWATER							
Flat Rate Charge	699,202	779,500	89.70%		692,302	826,208	83.79%
Sewer Taps	63,000	45,000	140.00%		47,000	67,250	69.89%
Total WasteW Revs	762,202	824,500	92.44%		739,302	893,458	82.75%
MISC. SALES & REVS							
Utility Service Transfer Fee	575	825	69.70%		825	1,150	71.74%
Rents	18,850	25,275	74.58%		23,757	23,757	100.00%
Grants	0	0	0.00%		0	0	0.00%
W/WW Imp Fee - '19 CO's	122,613	147,500	83.13%		123,118	147,849	83.27%
Drainage/System Imp Fees	120,293	142,250	84.56%		119,358	143,441	83.21%
Utility Penalties	132,988	175,000	75.99%		147,171	186,604	78.87%
Interest Income	33,644	10,500	320.42%		8,583	13,093	65.56%
Credit Card Usage Fee	24,112	24,750	97.42%		21,316	25,816	82.57%
Misc Income/Ins Recovery	13,298	10,175	130.69%		7,141	9,079	78.66%
QECB Treasury Subsidy	55,272	51,027	108.32%		56,295	56,295	100.00%
Sale of Fixed Assets	0	3,000	0.00%		0	0	0.00%
Sale of Recyclables	6,347	22,000	28.85%		30,311	35,316	85.83%
Total Misc. Revs	527,991	612,302	86.23%		537,876	642,400	83.73%
TOTAL REVENUES	6,578,661	8,029,067	81.94%		6,461,893	8,037,693	80.39%

CITY OF SMITHVILLE
UTILITY FUND EXPENSE RECAP
2022-2023
FOR MONTH OF: July

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @07/31	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
REVENUES	6,578,661	8,029,067	81.94%	6,461,893	8,037,693	80.39%
EXPENSES						
ADMINISTRATION						
Personnel	691,217	835,684	82.71%	624,666	793,171	78.76%
Services	205,194	223,242	91.92%	175,268	195,632	89.59%
Supplies & Matls	15,242	16,825	90.59%	17,722	20,139	88.00%
Other	521,563	675,917	77.16%	515,148	466,126	110.52%
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	72,500	87,000	83.33%	72,500	87,000	83.33%
Transfer to General	1,053,604	1,264,325	83.33%	1,103,333	1,324,000	83.33%
Total Admin Exp	2,559,320	3,102,993	82.48%	2,508,636	2,886,068	86.92%
ELECTRIC						
Personnel	239,965	303,356	79.10%	206,257	257,892	79.98%
Services	110,445	119,693	92.27%	47,125	87,275	54.00%
Supplies & Matls	2,650,580	3,221,725	82.27%	2,553,548	3,190,985	80.02%
Other	95,855	29,992	319.60%	114,710	91,553	125.29%
Capital	0	0	0.00%	0	0	0.00%
Total Electric Exp	3,096,845	3,674,766	84.27%	2,921,640	3,627,705	80.54%
RECYCLE						
Personnel	38,939	53,619	72.62%	36,238	45,646	79.39%
Services	1,825	2,525	72.29%	2,982	3,212	92.85%
Supplies&Matls	8,100	6,420	126.17%	4,481	6,078	73.72%
Other	4,443	4,445	99.95%	8,403	8,403	100.00%
Capital	0	0	0.00%	0	0	0.00%
Total Recycle Exp	53,308	67,009	79.55%	52,104	63,339	82.26%
WATER						
Personnel	118,885	144,068	82.52%	104,082	134,322	77.49%
Services	50,179	50,850	98.68%	69,684	104,436	66.72%
Supplies & Matls	116,134	83,140	139.68%	130,140	169,568	76.75%
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%
Total Water Exp	359,205	352,231	101.98%	381,671	477,314	79.96%
WASTEWATER						
Personnel	116,971	160,143	73.04%	122,300	144,707	84.52%
Services	202,026	201,050	100.49%	224,652	271,433	82.77%
Supplies & Matls	75,766	107,020	70.80%	150,242	217,433	69.10%
Other	365,005	363,855	100.32%	403,050	100,294	401.87%
Capital	0	0	0.00%	0	0	0.00%
Total W/Water Exp	759,768	832,068	91.31%	900,245	733,867	122.67%
TOTAL EXPENSES	6,828,446	8,029,067	85.05%	6,764,296	7,788,293	86.85%
REVENUES OVER/(UNDER)						
EXPENSES:	(249,785)	0		(302,403)	249,400	

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	July 2023
Number Of Electric Customers:	2300
Number Of New Customers:	33
Number Of Customers Leaving The City:	35
Number Of Customers Penalized:	456
Number of Customers "Cut-Off" For Non-Payment:	0 (due to weather)

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

	2022/2023	2022/2023	2022/2023		AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET		2021/2022	% OF BUDGET
			USED/COLLECTED	Y-T-D	BUDGET	USED/COLLECTED
REVENUES:						
Property Taxes *	651,342	659,968	98.69%	423,536	429,322	98.65%
Drainage/System Imp Utility Fees	72,500	87,000	83.33%	72,500	87,000	83.33%
Transfer In/ Miscellaneous	0	0	0.00%	569	569	100.00%
Interest	14,473	0	0.00%	1,299	2,876	45.18%
Total Revenues	738,315	746,968	98.84%	497,904	519,767	95.79%
EXPENSES:						
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%
Total Expenses	718,890	746,968	96.24%	507,574	519,511	97.70%
NET OF REVENUES OVER (UNDER) EXPENSES	19,425	0		(9,670)	256	

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

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