

Item #4

PROCLAMATION

IN RECOGNITION OF MUNICIPAL COURT WEEK

November 6th -10th, 2023

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Smithville Municipal Court is a state court and its judges are members of the state judiciary; and

WHEREAS, the procedures for the Smithville Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and

WHEREAS, the City of Smithville is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, Smithville Municipal Judges are not policymakers for the City of Smithville but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees; and

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Smithville Municipal Court in complying with such legal requirements.

NOW, THEREFORE be it resolved by the City Council of the City of Smithville, Texas that the week of November 6th -10th, 2023 is hereby recognized as municipal court week in recognition of the fair and impartial justice offered to our citizens by the Municipal Court of Smithville.

MUNICIPAL COURT WEEK

November 6th - 10th, 2023

Passed and approved on this the 16th day of October 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 16th day of October 2023.

Sharon Foerster, Mayor

ATTEST:

Jennifer Lynch, City Secretary

PROCLAMATION
IN RECOGNITION OF NATIONAL BREAST CANCER
AWARENESS MONTH

WHEREAS, breast cancer is the second most commonly diagnosed cancer for women in the United States and remains the second leading cause of cancer death among American women; and breast cancer makes up 12.5% of all new annual cancer cases worldwide, making it the most common cancer in the world; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment are believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, the Libraries for Health in Bastrop County, including the Smithville Public Library, will partner with Dell Medical School to provide free community cancer education classes to improve cancer outcomes; and

WHEREAS, we recognize that over four million Americans are breast cancer survivors that give us hope for a better future.

NOW, THEREFORE with support for those who continue to cope with breast cancer, I, Sharon Foerster, Mayor of Smithville, Texas, on behalf of the City Council, extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim OCTOBER 2023 as

“BREAST CANCER AWARENESS MONTH”

Passed and approved on this the 16th day of October 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 16th day of October 2023.

Sharon Foerster, Mayor

ATTEST:

Jennifer Lynch, City Secretary

Item #5

CITY OF SMITHVILLE
COUNCIL MEETING MINUTES
SEPTEMBER 11, 2023

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

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

Recognition/Awards/Proclamations/Announcements/Presentations:

- a. Proclamation for “National Preparedness Month” Councilwoman Bruno read the proclamation.
- b. Proclamation for "Energy Efficiency Day" Councilman Jameson read the proclamation.

Approval of the minutes from the August 14, 2023, City Council Meeting and Public Hearing, the August 23, 2023 Council Workshop, the August 31, 2023 Special-Called Council Meeting, and the September 6, 2023 Special-Called Council Meeting, Public Hearing, and Workshop. Councilman Etheredge made a motion to approve all of the minutes. Councilwoman Bruno seconded and the motion passed unanimously.

Citizen Comments: Jeannie Raley, Leigh Kilgore, Jenny Busche, and Britanie Olvera all spoke. Discussion and Action on an Ordinance adopting the 2023/2024 Fiscal Year Budget. Our FY23/24 revenues and expenditures are currently BALANCED at \$15,713,873. This is now \$999,537k greater than our FY22/23 budget of \$14,714,336 and represents a 6.79% INCREASE in projected Y-O-Y spending.

Councilman Jameson wanted his statement written into the minutes. Councilman Jameson: “First of all, please let me make clear that the City Manager reacted to Council input when he made adjustments to the original budget. He did NOT go off on his own and make changes. That being said, this was a Learning Experience for me in hearing from the Community after Workshop #2 was held. The large majority of feedback I have received has been opposed to some, most, or all of the increased spending proposed in the proposal we are considering tonight. The majority of the negative feedback, however, has been in support of the original budget that included an 8.5% Equity Adjustment for hourly employees and a 5% COLA for exempt versus the proposed 16.5% / 8% tonight, while carving out and protecting Law Enforcement, assisting the Fire Department and leaving Recycling alone. There has also been a consensus on investing in Revenue Growth with some really good ideas put forth. At the same time, the Council has an obligation to address the things we can control. And we CAN control City Staff Compensation. We CAN address the long overdue need for Equity Adjustment. Just as we face roadblocks and impediments that make it challenging for us to create an immediately impactful Revenue Growth Plan, we face roadblocks and impediments to finding a Budget that is palatable to our citizens. We’ll never be able to please everyone.”

Councilman Etheredge made a motion to approve the budget as presented with the change of the 8% COLA to a performance-based merit and that we also carve out the City Manager increase and deal with any increase that might happen with the City Manager during his annual review. Councilman Jenkins seconded. Councilman Jameson made a motion to amend the proposed budget to revert to the original budget proposed at workshop number one. There was no second, Councilman Jameson's motion died. Mayor called for a vote on the main motion made by Councilman Etheredge and seconded by Councilman Jenkins the vote was:
ForL Etheredge, Jenkins, Washington, and Bruno
Opposed: Jameson

Citizen Comments on: Jenny Busche

Discussion and Action on an Ordinance by the City Council of the City of Smithville, Texas authorizing the issuance of "City of Smithville, Texas Tax Notes, Series 2023"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the Obligations; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Obligations; authorizing the execution of any necessary engagement agreement with the City's financial advisors and/or bond counsel; and other matters in connection therewith: Approving this ordinance will allow the issuance of a \$3M tax note to be used to purchase capital equipment, upgrading infrastructure, and improving city-owned facilities. The tax note will be funded by the I&S portion of the total property tax rate. Mark Mckliney (Managing Director - SAMCO) was there for questions on the City of Smithville, Texas Tax Notes, Series 2023. Councilwoman Bruno made a motion to approve the \$3 million Tax Note to purchase capital equipment, upgrade infrastructure, and improve city-owned facilities, the approved bidder was Raymond James and Associates, Inc., and the tax note will be funded by the I&S portion of the tax rate. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments on: Jeanne Raley, and Britanie Olvera spoke.

Discussion and Action on an Ordinance adopting the 2023/2024 Fiscal Year Tax Rate at .548952 per \$100 valuation an increase of .003% per 100 from last year's Tax Rate: Recommend setting the 2023/2024 AD VALOREM TAX RATE of \$0.548952 cents per \$100 valuation --- a slight increase from our current tax rate of \$0.548934. The BCAD assessed property values in Smithville increased by 12.6% this year which will bring in an additional \$167k of revenue to the General Fund to help pay for fire, police, drainage, and street repairs. The Average Home Value INCREASED from \$208k to \$235k. The average homeowner will pay \$1,290 in property taxes (\$128 more than the average paid in 2022). The FY23-24 effective tax rate (now called the "No-New-Revenue Tax Rate") is \$0.51174. The rollback rate (now called the "Voter-Approval Tax Rate") is \$0.548952. The maximum increase the City can raise taxes in a given year without triggering a rollback election is 3.5% of the effective M&O tax rate. Councilman Jenkins made a motion to approve the tax rate of .548952 per \$100 valuation an increase of .003% per 100 from last year's tax rate. Councilman Etheredge seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on Ratifying the Property Tax Revenue Increase reflected in the FY 2023-2024 Budget. – State law requires a separate and additional vote to ratify that the adopted budget will raise more revenue from ad valorem taxes than in the prior fiscal year. Councilman Etheredge made a motion to ratify the vote to approve the FY23/24 budget which will raise more revenue

from ad valorem taxes than the previous fiscal year. Councilwoman Bruno seconded and the motion passed unanimously.

Hear recommendations from Planning and Zoning on the following:

- a. on a re-plat and multiple variance requests including lot coverage, property line setbacks, barbed wire fence use, and a variance for a masonry wall at Smithville City/Townsite Block 66, Lots 1,2,3,4, property owner Sweeney Projects, LLC, Logan Sweeney: Vice P&Z Chairman Caroline Noya said the P&Z voted to approve the re-plat to combine the 4 lots into one. Noya said the lot coverage became a non-issue because he lowered his coverage and they didn't vote on that. P&Z voted to deny the setback variance and the barbed wire. P&Z voted to approve the masonry wall variance because if it were to be built it could become a line of site issue.

Public Hearing:

Hear Citizen's Comments: Stefanie Distefano, Jerri Ramirez, Johnnie Thomas, Carlos Rodriguez, and Pamela Davis all spoke in opposition to these variances and the storage facility being built.

- a. on a re-plat and multiple variance requests including lot coverage, property line setbacks, barbed wire fence use, and a variance for a masonry wall at Smithville City/Townsite Block 66, Lots 1,2,3,4, property owner Sweeney Projects, LLC, Logan Sweeney.

Adjourn

Open Meeting:

Discussion and Action on a re-plat at Smithville City/Townsite Block 66, Lots 1,2,3,4, property owner Sweeney Projects, LLC, Logan Sweeney: Logan Sweeney is combining four (4) lots into one (1). The property is zoned C2 – General Commercial District. Councilman Jenkins will not vote on the next two items, he has signed a conflict of interest form due to being related to Logan Sweeney. Councilwoman Bruno made a motion to approve the re-plat. Councilman Etheredge seconded and the vote was:

For: Etheredge, Bruno, Jameson, and Washington

Abstain: Jenkins

Discussion and Action on an Ordinance for multiple variance requests at Smithville City/Townsite Block 66, Lots 1,2,3,4, property owner Sweeney Projects, LLC, Logan Sweeney:

- a. Requesting Lot coverage > 40%
- b. Requesting variance to allow "zero" lot line setbacks
- c. Requesting variance to allow barbed-wire fence
- d. Requesting variance to wave requirement for a masonry wall.

Councilwoman Bruno made a motion to deny all of the variances as it would be contrary to the public interest, and there are no special conditions affecting the applicant's property, and even with the special conditions it does not make literal enforcement of the ordinance result in unnecessary

hardship; and the variance doesn't observe the spirit of the ordinance, and substantial justice would not be done. Councilman Etheredge seconded and the vote was:

For: Etheredge, Bruno, Jameson, and Washington

Abstain: Jenkins

Citizen Comments: Jenny Busche

Discussion and Action on a Resolution to update the Master Fee Schedule of the City of Smithville: Councilwoman Bruno made a motion to approve the resolution. Councilman Jenkins seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on a Resolution of the City of Smithville and the Texas Department of Transportation to improve the runway lighting at the Smithville-Crawford Municipal Airport: The City of Smithville received notice that there is an official agreement between TxDOT and the FAA to administer the Infrastructure, Investment, and Jobs Act (IIJA) funding for improvements to General Aviation Airports. This is a \$1,545,500 dollar grant with a 10% match (\$154,500) for replacing the runway lighting, beacon, electrical vault, and the Precision Approach Pathway Indicators (PAPI's) with a more energy-efficient system. Approving this Resolution will allow the City Manager to act on behalf of the City of Smithville pertaining to all matters associated with this grant. The 10% match is being funded by the Series 2023 Tax Note. Councilman Jameson made a motion to approve the resolution. Councilman Washington seconded and the motion passed unanimously.

Citizen Comments: None

Discussion and Action on an appointment to the Library Board to fill a vacancy: Judy Bergeron is requesting David Edwards be appointed to fill Danne Absher's vacancy on the Library Board. Councilwoman Bruno made a motion to appoint David Edwards. Councilman Jameson 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. Councilman Etheredge seconded and the motion passed unanimously.

Adjourn 8:03 p.m.

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

Item #6

Smithville Solar Two, LLC
Solar Power Purchase Agreement
for the City of Smithville

UGE USA, Inc.
10-16-2023



Confidential Document

SOLAR POWER PURCHASE AGREEMENT

This Agreement (“Agreement” as further defined in Section 1.1) is made and entered into as of this **October 17, 2023** (“Effective Date”) and is witnessed and acknowledged by Smithville Solar Two, LLC, a Texas limited liability company, with its principal office at 417 5th Avenue, Suite 803, New York, NY 10016 (“Provider”) and the City of Smithville, a municipality organized and existing under the laws of the State of Texas and having its principal place of business at P.O. Box 449, Smithville, TX 78957 (the “Purchaser”), as evidenced by their signature on the last page of this document. Purchaser and Provider or Project Entity are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Purchaser desires that Provider install, own and operate a solar photovoltaic system and the ancillary equipment associated therewith (as hereafter defined, “System”) for the purpose of providing Services (as hereafter defined) for the production and supply of solar energy;

WHEREAS, Provider has agreed to provide the System and has submitted a Proposal dated (the “Proposal”) which is attached hereto and made a part hereof as Exhibit A.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1. Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“**Actual Monthly Production**” means the amount of Energy recorded by Provider’s metering equipment during each calendar month of the Term, pursuant to Section 4.2.

“**Affiliate**” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

“**Agreement**” means this Power Purchase Agreement, including the General Conditions and the Exhibits and Schedules attached hereto.

“**Applicable Law**” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“**Assignment**” has the meaning set forth in Section 13.1.

“**Bankruptcy Event**” means with respect to a Party, that either: (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) failed to controvert in a timely and appropriate manner, or acquiesced in writing to, any petition filed against such Party in an involuntary case under any bankruptcy law; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction

seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days.

“Business Day” means any day other than Saturday, Sunday or a Federal Reserve Bank holiday.

“Commercial Operation Date” has the meaning set forth in Section 3.3(b).

“Confidential Information” has the meaning set forth in Section 15.1.

“Covenants, Conditions and Restrictions” or **“CCR”** means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Disruption Period” has the meaning set forth in Section 4.3(b).

“Energy” means electric energy measured in kilowatt-hours (“kWh”) or in megawatt-hours (“MWh”).

“Energy Storage” means batteries or other forms of energy stored for use when energy costs are higher, and/or to improve the economics of the solar offering.

“Environmental Attributes” means, an aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by an electricity generation facility that is capable of being measured, verified or calculated, including any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of such quantity of electricity by an electricity generation facility and its displacement of conventional, nonrenewable electricity generation together with the right(s) to report ownership of such attributes to any agency, authority, or third party. Environmental Attributes shall not include (i) any energy, capacity, reliability or other power attributes from the electricity generation facility; (ii) production tax credits associated with the construction or operation of the electricity generation facility and other financial incentives in the form of credits, reductions or allowances associated with the electricity generation facility that are applicable to a state, provincial or federal income taxation obligation; or (iii) fuel-related subsidies, “tipping fees”, or other local subsidies received by the electricity generation facility for the destruction of particular preexisting pollutants or the promotion of local environmental benefits

“Estimated Annual Production” has the meaning set forth in Section 5.2.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4.

“Financing Party” means, as applicable (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provider financing to Provider (or an Affiliate of Provider) with respect to the System.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“General Conditions” means this Power Purchase Agreement, excluding the Exhibits and Schedules hereto.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Guaranteed Commercial Operation Date” has the meaning as set forth in Section 3.4.

“Indemnified Persons” means the Purchaser Indemnified Parties or the Provider Indemnified Parties, as the context requires.

“Initial Term” has the meaning set forth in Section 2.1.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the price per kWh set forth in Schedule 2 payable for the services to be provided hereunder including Energy, and heat.

“Liens” has the meaning set forth in Section 7.1(e).

“Letter(s) of Credit” means one or more irrevocable, non-transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank (which is not an Affiliate of either Party) with such bank having a credit rating of at least A- from Standard & Poor’s Rating Group and A3 from Moody’s Investor Service, and otherwise being in a form acceptable to the Party in whose favor the letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all reasonable attorneys’ fees and other reasonable costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Party” or **“Parties”** has the meaning set forth in the preamble hereof.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means the premises described in Schedule 1 of the Special Conditions. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1.

“Provider” has the meaning set forth in the Special Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchase Date” means the day that occurs on the date that is the sixth (6th) anniversary, the tenth (10th) anniversary, and the fifteenth (15^h) anniversary of the Commercial Operation Date, provided that if such day is not a Business Day, the Purchase Date shall be the next Business Day to occur after such day.

“Purchaser” has the meaning set forth in the Special Conditions.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” has the meaning set forth in Section 2.1.

“Representative” has the meaning set forth in Section 15.1.

“Security Agreement” has the meaning set forth in Section 8.2.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) and (b) the maximum rate allowed by Applicable Law.

“System Operations” means the Provider’s operation, maintenance and repair of the System performed in accordance the requirements herein.

“Term” has the meaning set forth in Section 2.1.

“Transfer Time” has the meaning set forth in Section 4.3(a).

1.2. Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Conditions.

1.3. Entire Agreement and Order of Precedence. This Agreement forms the entire agreement between the parties and supersedes all written or oral, prior or contemporaneous communications between the parties relating to the subject matter of this Agreement. In case of a conflict or discrepancy among the elements of this Agreement, such conflict or inconsistency shall be resolved by giving precedence to the document elements in the following order: (1) Exhibit A, (2) the Schedules, (3) the General Conditions, and (4) Exhibit B.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operations Date (“Initial Term”), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement shall be renewed automatically by the parties for two (2) additional five (5) year terms (“Renewal Term”) unless terminated in writing by either Party. The Initial Term and the subsequent Renewal Terms, if any, are referred to collectively as the “Term,” and are renewed automatically. During any Renewal Term, either Party may terminate the Agreement upon one hundred and eighty (180) days’ prior written notice to the other Party.

2.2 [Intentionally omitted]

2.3 [Intentionally omitted]

2.4 Determination of Fair Market Value. The Parties shall mutually select an independent appraiser with experience and expertise in the commercial-scale photovoltaic industry. Such appraisers shall be subject to applicable Internal Revenue Service processes and requirements and act in a commercially reasonable manner and in good faith to determine the Fair Market Value of the System as of the applicable Purchase Date and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser(s) shall be binding upon the Parties in the absence of fraud or manifest error. The final appraised value shall be determined by the average of the two independent appraisals. The costs of the initial appraisal shall be borne by Provider. The cost of the alternative appraisal shall be borne by the Purchaser.

2.5 Removal of System at Expiration. Upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than one hundred and twenty (120) days after the Expiration Date. The Premises shall be returned to its original condition, except for System mounting pads or other support structures and ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider's removal of the System affect the integrity of Purchaser's roof, which shall be as leak-proof and structurally sound as it was prior to removal of the System (other than ordinary wear and tear). For purposes of Provider's removal of the System, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System.

2.6 Conditions of the Agreement Prior to Installation. In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider or Purchaser may (at its sole discretion) terminate the Agreement, in which case neither Party shall have any liability to the other: (a) the Provider determines that the Premises, as is, is insufficient to accommodate the System; (b) there exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed; (c) there is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors; (d) Provider is unable to obtain financing for the System on terms and conditions satisfactory to it; (e) Provider has not received a fully executed (i) license substantially in the form of Exhibit A from the owner of the Premises, and (ii) a release or acknowledgement from any mortgagee of the Premise, if required by Provider's Financing Party, to establish the priority of its security interest in the System; (f) there has been a material adverse change in the rights of Purchaser to occupy the Premises or Provider to construct the System on the Premises; (g) Purchaser has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to Energy generated by the System under a net-metering arrangement mutually agreeable to the Parties, subject to applicable law and the utility's requirements; (h) Provider or Purchaser has determined that there are easements, CCRs or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System; (i) verification is withheld from FAA regarding the approval of the Solar Glare Hazard Analysis Plot (SGHAT) and Form 7460 "FAA Notice of Proposed Construction"; (j) confirmation approval is withheld from LCRA regarding metering and exemption from QSE review and/or compliance with their distributive generation policy; (k) Tax Relief Rebate Agreement between Purchaser and Provider is not reached in a mutually agreed manner that is satisfactory to both Parties; (l) Bluebonnet Electric Cooperative does not approve of the installation and operation of a direct-tie distribution line across their service territory from the project facility to the Smithville Substation.

3. PURCHASER RIGHT TO REVIEW CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1, Applicable Law, and consistent with generally accepted utility practices. Upon request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System.

3.2 Interconnection Approval; Permits. Provider shall be responsible for all Approvals and Permits including but not limited to those related to interconnection of system to the utility grid with the City of Smithville, and any permits required by Bastrop County or the City of Smithville, and any waivers, approvals or releases required. Provider shall supply to Purchaser a detailed set of construction plans for review and approval prior to applying for a construction permit. An Interconnection Agreement (Exhibit C) with the City of Smithville will be provided prior to construction Date, and a copy shall be delivered to the Purchaser and made a part of this Agreement in Exhibit C. The Interconnection Agreement will require an Impact Study.. The solar facility will interconnect into Smithville's direct-tie distribution circuit that extends from the project site to the Smithville Substation. This distribution circuit will cross the service territory of Bluebonnet Electric Cooperative, and therefore will require Bluebonnet's approval. Details of the construction of the solar facility will be part of a mutually beneficial 380 Economic Development Agreement as described in Section 5.8.

3.3 System Acceptance Testing. Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by commercial solar photovoltaic energy system integrators and operators in the United States. If the results of such testing indicate that the System is capable of generating Energy for at least four (4) consecutive hours, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the City of Smithville, then Provider shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date."

3.4 Guaranteed Commercial Operation Date. Provider shall ensure Commercial Operation occurs on or before the date that is three (3) calendar years from the Effective Date of this Agreement (the "Guaranteed Commercial Operation Date"), provided that the Guaranteed Commercial Operation Date may be extended on a month-for-month basis to the extent that Provider demonstrates that a Force Majeure event occurring before or after the Guaranteed Commercial Operation Date directly causes a delay in the critical path for achieving Commercial Operation despite Provider's commercially reasonable efforts to avoid or minimize such impact; provided, further, however, that in no circumstance shall the Guaranteed Commercial Operation Date be extended for more than one (1) calendar year in the aggregate as a result of any one or more Force Majeure events occurring before or after the Guaranteed Commercial Operation Date.

4. PURCHASER RIGHT TO REVIEW CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense.

4.2 Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy produced by the System. Provider shall purchase, install, maintain, and guarantee the accuracy of a utility grade kilowatt-hour (kWh) meter capable of measuring output in 15-minute intervals. Purchaser (and/or its designee) shall have direct access to the meter data. At its own discretion, the City of Smithville and LCRA may have a separate meter or meters, and Provider will facilitate the installation and operation if requested. With ERCOT's current rules, this solar facility will be sized at less than 1 MW AC of capacity and does not require additional settlement allocations. However, if ERCOT changes the registration threshold, the Provider will comply with all rules at its own expense and shall be solely responsible for such compliance. Provider to be responsible for any filings with ERCOT should current requirements change or production exceeds 1 MW AC.

4.3 System Disruptions. Substitution of Premises. If, for reasons other than Provider's negligence, willful misconduct, or breach of its obligations hereunder or as otherwise provided for in this Agreement, Provider ceases to have access rights to the Premises as necessary to operate the System prior to the Expiration Date, then Provider shall either (i) provide a mutually agreeable substitute premises in a location with similar capability to accommodate the System, or (ii) terminate the Agreement pursuant to Section 2.2. In connection with such substitution, Purchaser and Provider shall amend this Agreement to specify the substitute premises. Provider shall pay all reasonable costs associated with relocation of the System including all costs and expenses incurred in connection with removal of the System from the existing Premises and repair or maintenance of the Premises, if applicable, and installation and testing of the System at such substitute premises and all applicable interconnection fees and expenses at the substitute premises, as well as costs of new title search and other out of pocket expenses connected to preserving and re-filing the security interest of Provider's Financing Party in the System.

5. DELIVERY OF SERVICES.

5.1 Purchase Requirement. Purchaser agrees to purchase one hundred percent (100 %) of the Energy generated by the System during each relevant month of the Term at the kWh Rate specified in Schedule 2. The Energy delivered by Provider to Purchaser hereunder shall be referred to as "Services".

5.2 Estimated Annual Production. The annual estimate of Energy generation with respect to the System for any given year as determined pursuant to this Section shall be the "Estimated Annual Production." The Estimated Annual Production for each year of the Term is set forth in Schedule 3 and is subject to periodic fluctuations.

5.3 Production Guarantee. Provider guarantees kWhr production output of (eighty-five percent) 85% of the stated values set forth in Schedule 3. The Provider shall perform monthly system tests to determine the energy production values in order to ensure optimum performance of the system and monthly statements shall be provided to Purchaser that calculate the total energy production values. Through its operations and maintenance measures, equipment warranties and solar monitoring, Provider shall immediately remedy any system deficiencies in order to ensure optimum performance of the system output. At the end of each two (2) year period, the Provider shall report to the Purchaser the overall system performance data regarding kWhr production values during the two (2) year period. In the event the actual production output falls below 85% of the stated estimated values in Schedule 3, the "shortfall," Provider shall pay to the Purchaser a shortfall amount, which is calculated as the difference between the current PPA Rate at the time and the wholesale energy cost at the node multiplied by the total kWhr under-production value based on the Schedule 3 estimated values. The payment shall be made as a credit on

the Invoice or in the form of a check or money order within 60 days of the end of the second (2nd) year of each two (2) year period.

5.4 Environmental Attributes. Purchaser's purchase of energy generation and Services shall exclude all Environmental Attributes associated with the Energy generated by the System, which shall be retained by the Purchaser for the duration of the Term. Purchaser disclaims any right to such Environmental Attributes based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section.

5.5 Title to System. Throughout the Term, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser agrees to file, at the request of Provider and at Provider's sole expense, a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such agreement to file from such owner or consent of such owner to have Provider make such filing on its behalf; provided that such filing will be made at Provider's request and at Provider's sole expense.

5.6 [Intentionally omitted]

5.7 [Intentionally omitted]

5.8 Property Tax Relief. As part of a 380 Economic Development Agreement, the Provider and the Purchaser agree to explore means in which the Provider may reduce its overall property tax burden in the form of rebates or other relief which may include the installation of a direct-tie distribution line from the project site to the Smithville Substation and/or Interconnection fees with the City of Smithville, in exchange for mutually accepted value-added, performance-based incentives and/or milestones not. Any such Agreements shall not exceed a period of five (5) years.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly payment for the Services provided during each month in an amount equal to the Energy generated by the System and delivered to Purchaser in such month, multiplied by the kWh Rate stated in Schedule 2 for the applicable contract year in which such month occurs ("Services Payment").

6.2 Invoice. Provider shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Services Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. Interest for any unpaid balance will accrue pursuant to Texas State Finance Law that is 30 days past due. All payments made hereunder shall be non-refundable, be made free and clear of any tax, levy, assessment, duties or other charges and not subject to reduction, withholding, set-off, or adjustment of any kind.

6.5 Disputed Payments. If a bona fide dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, provided that Purchaser shall not be required to pay the disputed amounts owed hereunder until such dispute has been resolved by the Parties. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue on such amount pursuant to Texas State Finance Law from the date becoming past due under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

a **Notice of Damage or Emergency.** Provider shall (i) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Purchaser it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises in connection with this Agreement.

b **System Condition.** Provider shall take all actions reasonably necessary to ensure that the System is capable of providing Services at a commercially reasonable continuous rate.

c **Governmental Approvals.** While providing the Installation Work, Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

d **Health and Safety.** Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Services, and System Operations and shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

e **Liens.** Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

a **Notice of Damage or Emergency.** Purchaser shall (i) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (ii) immediately notify Provider if it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises in connection with this Agreement.

b **Liens.** Other than as provided for in this Agreement, Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest

therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and subject to the availability of lawful appropriations and consistent with the laws of the State of Texas, Purchaser shall hold Provider harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Purchaser or of its officers or employees when acting within the course and scope of their employment.

c **Consents and Approvals.** Purchaser or Provider shall ensure that any authorizations required of Purchaser or Provider under this Agreement are provided in a timely manner. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, Purchaser shall reasonably cooperate with Provider, at Provider's request, to obtain such approvals, permits, rebates or other financial incentives.

d **Access to Premises.** Provider shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and Purchaser will not interfere or handle any Provider equipment or the System without written authorization from Provider; provided, however, that Purchaser shall at all times have access to and the right to observe the Installation Work or System removal.

e **Insolation.** If Purchaser becomes aware of any activity or condition that could diminish the Insolation values of the System, Purchaser shall notify Provider immediately and shall cooperate with Provider in preserving the System's existing Insolation levels.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Representations and Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

- a It is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- b It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement and shall maintain such right and authority throughout the Term;
- c It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- d The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- e There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to materially adversely affect its ability to perform its obligations hereunder or carry out the transactions contemplated herein; and
- f Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or, in the case of Provider, any of its Affiliates is a party or by which it or, in the case of Provider, any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

8.2 Representations Regarding Security Interest. Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. In connection therewith, Purchaser represents and warrants as follows:

- a To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;
- b Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein; nad
- c To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement. Any Financing Party shall be an intended third party of this Section 8.2.

8.3 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

9. TAXES AND GOVERNMENT FEES.

Provider shall be responsible for any and all taxes assessed on the generation, sale or delivery of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, including property taxes on the System. For purposes of this Section, "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Provider's revenues due to the sale of energy under this Agreement, which shall be Provider's responsibility.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means includes, but is not limited to any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (provided that the claiming Party shall not be required to suffer prejudice or use commercially unreasonable measures to remedy a Force Majeure event). A Force Majeure Event shall not be based on the economic hardship or financial condition of either Party. Force Majeure shall not be based on (i) Purchaser's inability economically to use or resell the Services purchased hereunder; or (ii) the loss or failure of Provider's supply.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 10 shall: (i) promptly notify the other Party in writing of the existence of, and details regarding, the Force Majeure Event; (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected a Party's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then the Party not affected by Force Majeure shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the affected Party. If at the end of such ninety (90) day period such Force Majeure Event shall continue, and the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

11. DEFAULT.

11.1 Provider Defaults and Purchaser Remedies.

a **Provider Defaults.** The following events shall be defaults with respect to Provider (each, a "Provider Default"): (i) A Bankruptcy Event shall have occurred with respect to Provider; (ii) Provider fails to pay Purchaser any undisputed amount owed under the Agreement within ten (10) Business Days from receipt of notice from Purchaser of such past due amount; (iii) Provider breaches or fails to perform any material term of the Agreement (other than events that are otherwise specifically covered in this Section 11.1 as a separate Provider Default) and such breach or failure is not cured within thirty (30) days after Purchaser's written notice of such breach or failure; (iv) any representation or warranty made in this Agreement by Provider is not true and complete in any material respect when given or at any time during the Term; (v) INTENTIONALLY OMITTED; and (vi) Provider consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Provider under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to Purchaser.

b **Purchaser's Remedies.** If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Purchaser may terminate the Agreement and shall be entitled to liquidated damages in an amount equal to the positive difference, if any, of the Fair Market Value of the Services anticipated to be provided over the remaining Term, as determined by Purchaser in a commercially reasonable manner, and the Services Payments associated with such Services ("Termination Amount"). Upon termination of this Agreement in accordance with this Section, Purchaser shall promptly calculate the Termination Amount, if any, owed by Provider and submit an invoice to Provider for such amount. Provider shall pay such Termination Amount within ten (10) Business Days after receipt of such invoice in accordance with the payment directions specified by Purchaser ("Termination Amount Payment Date"). In the event Provider, in good faith, disputes Purchaser's calculation of the Termination Amount, the Parties shall then act in good faith to resolve any such dispute, including but not limited to utilizing a procedure substantially similar to that provided for in Section 2.4 in the event that the Parties are unable to resolve such dispute; provided however that if through such procedures the Termination Amount is determined to be equal to or greater than that calculated by Purchaser, Provider shall pay all costs associated with such procedure, or otherwise the Parties shall share such costs equally.

11.2 Purchaser Defaults and Provider's Remedies.

a **Purchaser Default.** The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"): (i) A Bankruptcy Event shall have occurred with respect to Purchaser; (ii) Purchaser breaches or fails to perform any material term of the Agreement (other than events that are otherwise specifically covered in this Section 11.2 as a separate Purchaser Default) and such breach or failure is not cured within thirty (30) days after Provider's written notice of such breach or failure; (iii) Purchaser fails to pay Provider any undisputed amount due Provider under the Agreement within thirty (30) days from receipt of notice from Provider of such past due amount; (iv) any representation or warranty made in this Agreement by Purchaser is not true and complete in any material respect when given or at any time during the Term; and (v) Purchaser consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another

entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Purchaser under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to Provider.

b **Provider's Remedies.** If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 12, Provider may terminate this Agreement and upon such termination, and Provider shall be entitled to receive from Purchaser, as liquidated damages, an amount equal to the sum of (i) Intentionally omitted. (ii) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Provider, and (iii) removal costs as provided in Section 11.3.

11.3 Removal of System. Upon any termination of the Agreement pursuant to this Section 11, Provider will remove the System pursuant to Section 2.5 hereof at the expense of the defaulting Party.

12. LIMITATIONS OF LIABILITY.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE DAMAGES. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. NOTWITHSTANDING THE FOREGOING, PROVIDER SHALL REMAIN LIABLE, WITHOUT MONETARY LIMITATION, FOR DIRECT DAMAGES FOR PERSONAL INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY ATTRIBUTABLE TO THE NEGLIGENCE OR OTHER TORT OF THE PROVIDER, ITS OFFICERS, EMPLOYEES OR AGENTS.

13. ASSIGNMENT.

13.1 Assignment by Provider. Provider may assign or transfer this Agreement to any other legal entity with the Purchaser's prior consent, provided that (a) Provider shall promptly notify Purchaser of any such assignment in writing, (b) such assignee shall assume all of Provider's obligations under the Agreement in writing; and (c) such assignment shall in no event compromise the tax treatment of this Agreement of the Provider. Any assignment that does not comply with the foregoing shall be invalid.

14. NOTICES.

14.1 Notices Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in Schedule 5, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery

service, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above if received during normal business hours on a Business Day or otherwise such notice shall be deemed delivered on the next Business Day.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of its performance of this Agreement, or if in the course of negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may with the consent of the other Party (such consent not to be unreasonably conditioned, delayed or withheld, provide such Confidential Information to its officers, directors, members, managers, employees, agents, attorneys, accountants and consultants, Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by its Representatives. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (a) becomes publicly available other than through the receiving Party or its Representatives; (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (c) is independently developed by the receiving Party; or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. The Parties acknowledge that this Agreement is subject to the State of Texas Freedom of Information Laws, and that only Provider's proprietary information shall be excepted from disclosure thereunder.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser's prior written authorization.

16. INDEMNITY.

16.1 Provider's Indemnity. Subject to Section 12, to the extent allowed by law, Provider agrees that it shall indemnify and hold harmless Purchaser, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following: (a) any claim by a third party for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct or (b) any claim by a third party regarding any infringement of patents or the improper use of other proprietary rights by Provider or its employees or representatives that may occur in connection with the performance of the Installation Work, System Operations, and the ownership and use of the System. Provider shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser Indemnified Party.

16.2 Purchaser's Indemnity. To the extent allowed by law, Purchaser shall hold Provider harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of Purchaser or of its officers or employees when acting within the course and scope of their employment. In accordance with Texas Law, this Agreement shall be deemed executory only to the extent monies are appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

17. INSURANCE.

17.1 Generally. Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$2,000,000 per occurrence. Additionally, Provider shall carry adequate property loss insurance on the System. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

17.2 Certificates of Insurance. Upon Purchaser's request, Provider shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. The insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the Purchaser thirty (30) days' written notice before the insurance is cancelled or materially altered, ten (10) days' notice in case of a termination or cancellation due to non-payment of premium. Purchaser is self-insured for its general liability exposure, workers compensation and automobile liability.

17.3 Additional Insureds. Provider' Commercial General Liability insurance policy shall be written on an occurrence basis and shall include the Purchaser as an additional insured as its interest may appear.

18. MISCELLANEOUS.

18.1 [Intentionally omitted]

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser and approved by the State of Texas Attorney General and Office of Comptroller.

18.3 Industry Standards. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 [Intentionally omitted]

18.5 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.6 Survival. The obligations under 2.5 (Removal of System), Section 7 (General Covenant), Sections 7.2(d), (e), (f) and (g) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 16 (Indemnity), Article 17 (Insurance), Article 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.7 Governing Law. All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of Bastrop County and the State of Texas, without regard to principles of conflicts of law other than Texas law. The Parties agree that any dispute hereunder will be litigated in a court of competent jurisdiction in Bastrop County, Texas.

18.8 Relationship to the Parties. Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Purchase and Provider, or between either or both of them and any other Party.

18.9 Third-Party Beneficiaries. Except as expressly provided herein to the contrary, this Agreement is intended solely for the benefit of the Parties thereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party thereto.

18.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

18.11 Forward Contract; Service Contract. The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code. This agreement constitutes a “master netting agreement” and each party is a “master netting agreement participant” within the meaning of the United States Bankruptcy Code. The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

PROVIDER: **Smithville Solar Two, LLC**

By: _____

Name:

Title:

Date: _____

**THE STATE OF TEXAS }
COUNTY OF BASTROP }**

This instrument was acknowledged before me on the _____ day of _____ 2023, by, a Manager of Smithville Solar Two, LLC,

Notary Public, State of Texas

PURCHASER: **City of Smithville**

By: _____

Name: _____

Title: City Manager

Date: _____

**THE STATE OF TEXAS }
COUNTY OF BASTROP }**

This instrument was acknowledged before me on the _____ day of _____ 2023 by Robert Tamble, City Manager, City of Smithville, Texas.

Notary Public, State of Texas

EXHIBIT A

Financing

Purchaser acknowledges that Provider will be financing the installation of the System either through a lessor, lender or with financing accommodations from one or more financial institutions and that the Provider may sell or assign the System and/or may secure the Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. Any such financing shall be conducted in accordance with the terms and conditions of the Agreement. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such financial institutions of which Provider has notified Purchaser in writing Purchaser agrees as follows:

- (a) Consent to Collateral Assignment. Purchaser consents to either the sale or conveyance to a lessor or the collateral assignment by Provider to the a lender that has provided financing of the System, of the Provider's right, title and interest in and to this Agreement, with such sale or conveyance to be conducted in accordance with Section 13.1 of the Agreement.
- (b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of Provider default.
- (c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:
 - (i) The Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under the Agreement in accordance with the terms of the Agreement as if the Financing Party were the Provider and only in the event of a Provider Default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to the System;
 - (ii) The Financing Party shall have the right, but not the obligation, to pay all sums due under the Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of the Agreement as if such Financing Party were Provider; and
 - (iii) Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of the Agreement, which shall be conducted in accordance with Section 13.1 of the Agreement as if the Financing Party were the Provider. Any such exercise of remedies shall not constitute a default under this Agreement.
- (d) Right to Cure.
 - (i) Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right. As provided for in Section (c) of this Exhibit A, the Financing Party shall have the right to cure any Provider Default within the time periods specified within the Agreement as if the Financing Party were the Provider.
 - (ii) If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (c)(i) of this Exhibit A above, cure all defaults under the Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or

entity, then such person or entity shall no longer be in default under the Agreement, and the Agreement shall continue in full force and effect.

- (iii) Financing Party will give written notice to the City of any default by Smithville Solar One, LLC under the Agreement (the "Default Notice") by delivering a copy of the Default Notice sent by (a) hand delivery, with proof of attempted delivery; (b) certified or registered United States mail, return receipt requested, postage prepaid; or (c) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, in each case addressed as set forth below.

To the City: _____

- (iv) If a default under the Agreement would entitle Financing Party to terminate the Agreement, then such termination will not be effective unless Financing Party has provided the City with the Default Notice and the cure period required by this Section. The City shall have the right, but not the obligation, to cure any default by Smithville Solar One, LLC under the Agreement by the later of (a) the expiration of the cure period applicable to Smithville Solar One, LLC and (b) 30 days after the City's receipt of the Default Notice. However, if the City cannot reasonably remedy a non-monetary default within such 30-day period, then provided that the City promptly advises Lender of its intention to cure the default, commences such efforts to cure within such 30-day period, and thereafter diligently pursues such cure to completion, the City shall have such additional time as may reasonably be necessary to cure such default.

EXHIBIT C

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION: RENEWABLE PRODUCER

THIS AGREEMENT made this ____ day of _____, 20__, by and between Smithville Solar Two, LLC (hereinafter referred to as the "Producer") and the City of Smithville (hereinafter referred to as the "City") is as follows:

1. **Purpose.** Producer owns or intends to own, install, and/or operate a Distributed Generation ("DG") facility and desires to interconnect and operate such installation in parallel with the City's electric distribution system. This Agreement defines the relationship between the City and the Producer with regard to the Producer's DG, including terms affecting the purchase and sale of electricity as well as reasonable conditions for interconnection and parallel operation.

2. **Producer's Certification.** The Producer certifies that Producer is using renewable resources in DG with an aggregate design capacity equal to or greater than 50 kilowatts but less than 3 MW AC.

3. **Producer's Distributed Generation Circuit.** The DG to which this Agreement applies is described below: 996 kW AC Distributed Generation solar energy delivered to the City on their distribution line via a dedicated circuit as shown in the attached stamped drawings (Schneider Engineering 3-09-2021 and Spear Commercial & Industrial, 3-27-2023).

4. **Emergency Contact:**

Name: David Cox

Address: 417 W. 5th Ave, New York, NY 10016

Phone: 512-296-5040

Email: david.cox@ugei.com

5. **Terms.** The City agrees to use reasonable diligence to provide simultaneous electric service. Interconnection, parallel operation, and sales and purchases of electricity shall be governed by the City's Power Purchase Agreement with Producer, including any and all amendments that may hereafter be approved or ordered. SAID TARIFF INCLUDING ALL SERVICE RULES, REGULATIONS AND RATES IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE CITY'S OFFICE IN SMITHVILLE, TEXAS.

6. **Interconnection.** Prior to interconnection, the Producer shall have (a) fulfilled all requisites for the provision of electric service contained in engineering plans; (b) provided an interconnection plan and other information; (c) complied with the conditions for any facility extension; (d) provided satisfactory liability insurance; (e) signed and delivered this Agreement; (f) completed construction; (g) complied with laws; (h) given notice of intent to energize; and (i) eliminated any conditions preventing interconnection. The Producer warrants to the City that the Producer's DG will be constructed and maintained in a safe and reliable manner, and shall comply with the latest applicable codes. Provider shall be responsible for any filings with ERCOT should current requirements change or production exceeds 1 MW AC.

7. **Parallel Operation.** The Producer is responsible for installation, safe operation, protection, and maintenance of all equipment and wiring at and beyond the point where the Producer's conductors contact the City's conductors. The electrical power generated shall be compatible with the City's standard distribution system at the point of delivery and of such quality that the City's system is not adversely affected. The Producer shall install and pay for a visible break disconnect switch. The City shall have access to the disconnect switch and the meter at all times.

8. **Metering.** Producer shall pay for the installation and maintenance of advanced metering system and guarantee the accuracy of the meter data. The meter shall be capable of measuring output in 15-minute intervals. The meter shall be installed and maintained to be read remotely via an MV-90 meter reading format/system. Purchaser (and/or its designees) as well as LCRA, shall have direct access to the meter data. At its own discretion the City and/or LCRA may have a separate meter or meters, and Provider will facilitate the installation and operation if requested. A separate 15-minute interval meter has been installed at the adjacent Smithville Solar One solar facility, which shall not be confused with this separate meter(s) to be installed at Smithville Solar Two.

9. **Purchases of Electricity from Producer.**

The City will pay on a monthly basis for the energy supplied by Producer to the City as specified in the Power Purchase Agreement (PPA), dated _____, between the City and the Producer. The Producer shall render to the City a monthly statement of total kWhr production from the solar facility, in accordance with the PPA.

10. **Sales of Electric Service to Producer.** The Producer agrees to pay for Electric Service provided by the City, if applicable. Accordingly, the City shall render monthly a statement to Producer who shall pay the statement in accordance with the specified rate.

11. **Term.** The acceptance of this instrument by the City shall constitute an agreement between the Producer and the City which shall continue in force from the date service is made available by the Producer and shall continue until terminated by either party.

12. **Breach.** The failure or refusal to perform any obligation contained in this Agreement by either Party shall constitute a breach of this Agreement. The Parties shall have such remedies for breach as may be provided for by law or in equity. Notwithstanding any other provision of this Agreement, the Producer and/or the City may discontinue service if either Party has breached any portion of this Agreement by failure to make timely payment or otherwise.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the Producer and the City for the service herein described. The City, its agents and employees have made no representations, promises, or made any inducements, written or verbal, which are not contained herein. The Producer agrees that it is not relying on any statements not herein contained.

14. **Assignment.** This Agreement shall not be assigned by the Producer except in accordance with the articles, bylaws, and rules and regulations of the City or as specified in the PPA.

15. **Applicable Law.** This Agreement is deemed executed in the State of Texas and will be construed under the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action for enforcement of or related to this Agreement will be commenced and heard in a District Court of Bastrop County, Texas, and Producer and the City consent and submit to the jurisdiction and venue of that Court.

City of Smithville

Producer

By: _____

By: _____

Schedule 1

Description of Premises and System

System Premises: Vacant land in or near Smithville, in Bastrop, County, Texas described as 6.55 Acres located at 669 NW Loop 230. The site plan is provided in Proposal, Schedule 2. System will connect to Bluebonnet Electric Cooperative's distribution utility line adjacent to or on property.

Anticipated Rebate or Subsidy:

- Incentive Amount = 30% U.S. Investment Tax Credit
- Property Tax Exemptions. Any exemptions are the responsibility of the Provider and are strictly subject to Provider's efforts. Purchaser cannot grant tax exemptions on behalf of other taxing entities.

System Size: 996kW

Equipment:

- Racking: Sun Action Trackers, Single Axis Tracking
- Modules: TBD
- Inverter: SOLECTRIA XGI 1500-166
- Monitoring: E-Gauge
- Metering: TBD [SEL, EATON, etc.]
- Transformer: TBD [MADDOX, etc.]

Scope:

1. Provider Responsibilities

- a) **Design Preparation:** Design, Engineer, Install and Inspect the proposed System mounting site to assure long-term safety and stability.
- b) **Rebate:** Prepare all rebate documentation and communicate with all relevant agencies, if applicable.
- c) **Design:** Produce and provide CAD single-line electrical and layout drawings of the System. Drawings will consist of a complete site plan showing the location of the array, inverters, and routing of conduits, an elevation showing panel visibility from the street, and any details necessary for the plan check and permitting.
- d) **Pre-installation Conference:** Before System installation, conduct a pre-installation conference at the project site to review procedures, schedules, safety, and coordination of the installation. Several conferences may be needed if the complexities and construction schedules so require.
- e) **Procurement, Installation:** Furnish all necessary mounting hardware, photovoltaic modules, electrical equipment, and labor for installation of the System up to the utility grid interconnection point[s] as indicated in this Agreement.
- f) **Permits:** Obtain all permits required to perform the Work.
- g) **Inspections:** Serve as the owner's representative for applicable System inspections.
- h) **Site Safety:** Jobsite safety meetings once per week during Installation Work, or upon addition of new personnel to the jobsite.

- i) **Site Access:** During construction, Provider will be responsible for the security of the system, equipment, tools and other materials related to the Provider's Work.
- j) **Acceptance Testing and System Commissioning**
 - Provider shall:**
 - i. Execute an Interconnection Agreement approved by and implemented with the utility grid operator (City of Smithville).
 - ii. Conduct an inspection, test and commissioning procedure to ensure that the System is installed in a professional manner and consistent with prudent industry practices. A record of the installation and the major components including modules, inverters, transformers, and source circuit combiners will be documented in a test and commissioning report.
 - iii. Test and verify that all non-current-carrying metal parts are solidly grounded and all equipment and System grounding is installed and functional per NEC 2008.
 - iv. Test and verify that phase sequencing, fuse continuity, and open circuit voltage are within the manufacturers recommended range at the DC disconnect. Test and verify that the inverter is operating effectively within the typical start up time and record the DC operating voltage, phase currents, and inverter power.
 - v. Provide a complete operation and maintenance manual for the System (two printed copies and one electronic copy). The manual will include: (i) as-built drawings, (ii) as-built shop drawings, (iii) a copy of any required submittals or filing, (iv) product cut sheets, (v) product operation manuals, (vi) a copy of the photo record, (vii) written Utility approval, (viii) product warranties; and (ix) supplier and installer contact information.
 - k) **Solar Monitoring System:** The System will include a solar monitoring service. The monitoring service will continuously monitor the key performance variables of the System and transmit this data to Provider and Purchaser servers through the Internet and will be accessible through a single data access including system-level and aggregated system data. Purchaser shall have access to all data and all third-party monitoring will be at the Provider's cost.

2. Purchaser Responsibilities

- a) **Interconnection:** Purchaser to provide an Interconnection Agreement for the delivery of energy services with the Provider.
- b) **System Management:** Provide a single point of contact for the project. Report any safety issues, security issues or any noticeable problems with regard to the System's overall performance.

3. Clarifications

- a) **Work Hours:** Provider's standard work hours are Monday through Friday 7am to 5:30pm unless approved by Provider's System Manager.
- b) **Included in pricing:** Performance Guarantee as provided by Provider's financing entity and to be determined. Installation of solar energy system (includes: design, engineering, permitting, installation, monitoring, rebate application and paperwork processing for solar energy system). Payment of prevailing wage labor. All system repairs and ongoing maintenance.

Schedule 2

kWh Rate

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Year	kWhr Price
1	0.0630
2	0.0630
3	0.0647
4	0.0665
5	0.0683
6	0.0702
7	0.0722
8	0.0741
9	0.0762
10	0.0783
11	0.0780
12	0.0780
13	0.0785
14	0.0785
15	0.0790
16	0.0790
17	0.0795
18	0.0795
19	0.0800
20	0.0810
21	0.0820
22	0.0830
23	0.0840
24	0.0845
25	0.0845

Schedule 3

Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be estimated as follows:

Year	Estimated Annual Production in kWhr
1	2,429,380
2	2,546,938
3	2,534,203
4	2,521,532
5	2,508,925
6	2,496,380
7	2,483,898
8	2,471,479
9	2,459,121
10	2,446,826
11	2,434,592
12	2,422,419
13	2,410,307
14	2,398,255
15	2,386,264
16	2,374,332
17	2,362,461
18	2,350,648
19	2,338,895
20	2,327,201
21	2,315,565
22	2,303,987
23	2,292,467
24	2,281,005
25	2,269,600

The values set forth in this table are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

Schedule 4

Identification of Provider's Financing Party

Provider shall provide Purchaser with notice information for any Financing Party within a reasonable time after such Financing Party assumes any interest in the System.

Schedule 5

Notice Information

Purchaser:

COMPANY: City of Smithville
ADDRESS: 317 Main Street
CITY STATE ZIP CODE: Smithville, TX 78957
PHONE: 512-237-3282
EMAIL: citymanager@ci.smithville.tx.us

With a copy to:

Provider:

COMPANY: Smithville Solar Two, LLC
ADDRESS: 417 5th Avenue, Suite 803
CITY STATE ZIP CODE: New York, NY 10016
EMAIL: legal@ugei.com

With a copy to:

Financing Party:

[To be provided by Provider if applicable and when known]

COMPANY
ADDRESS
CITY STATE ZIP CODE
PHONE
EMAIL

CityManager

From: Charlie Crossfield <[REDACTED]>
Sent: Friday, October 13, 2023 8:52 AM
To: CityManager
Subject: Re: Smithville Solar Two -- LEGAL REVIEW REQUESTED

Approved with latest changes.

Sent from my iPhone

On Oct 11, 2023, at 11:12 AM, CityManager <CityManager@ci.smithville.tx.us> wrote:

Charlie:

Good morning. One last review before this goes to Council on Monday. The only changes since your last review are in Schedule 2 (lower kWh price per year we will be paying Smithville Solar Two, LLC for purchased power) and Section 5.4 "Environmental Attributes" documenting energy tax credits going back to the provider (Section 5.4).

Let me know if you have any questions or legal issues. If not, please reply with your approval. Thank you!

Robert Tamble, CSP / CIT

<image001.jpg>
City Manager
317 Main Street
Smithville, TX 78957
(512) 237-3282 - office
(512) 423-9390 - cell

From: Seyi Adeyemi <[REDACTED]>
Sent: Wednesday, October 11, 2023 2:16 AM
To: CityManager <CityManager@ci.smithville.tx.us>
Cc: David Cox <[REDACTED]>; Salman Ali <[REDACTED]>; Annalise Reichert <[REDACTED]>; Chris Hamilton <[REDACTED]>
Subject: Re: Smithville Solar Two -- Next meeting time

Hi Robert,

Great speaking with you again today. As discussed, please find attached the updated PPA and presentation. I have also attached the standalone Interconnection Agreement (which is Exhibit C in the PPA) that we'll need to execute in parallel with the PPA. Please let me know if there's anything else you need from us prior to next week's meeting; I'm happy to schedule a separate meeting/call with any council members if they have any questions. Many thanks in advance.

Kind Regards,



City Council Meeting

Smithville Solar Two, LLC
on behalf of

City of Smithville



About Us

UGE develops, owns, and operates community & commercial solar and energy storage projects. Our systems provide communities with cheaper, cleaner, more reliable energy with no upfront cost. With over a decade and 500MW of global experience, we're working daily to democratize renewable energy.



500+ MW
Experience



700+ Projects



645k Tons
CO₂ Offset Annually

Key Clients Include:

T Mobile



WILDFLOWER LTD

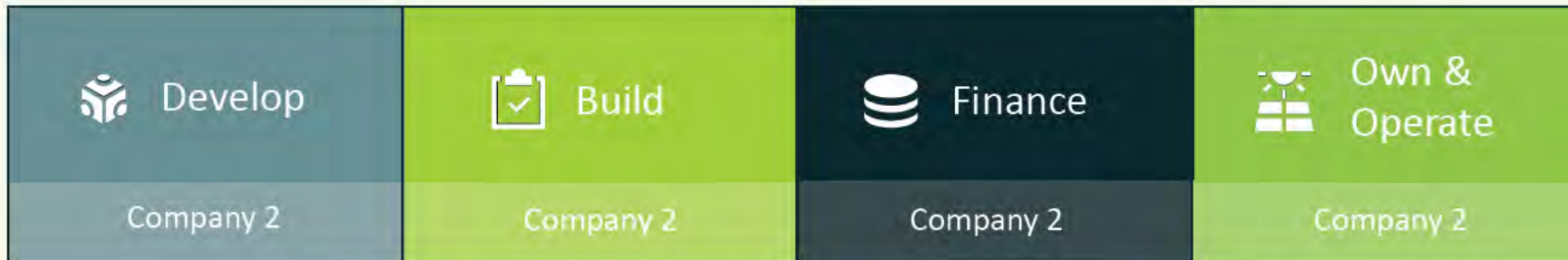


The UGE Advantage

UGE owns projects from start to finish



Versus



The Results: greater profits, efficiency, & client satisfaction

ESG Principals Guide Our Work

Environmental Responsibility

Since our founding in 2008, our mission has been to help the world transition away from energy sources that pollute our planet and deplete its resources. Each year our renewable energy projects offset 390,000 tons of CO2 and provide clean energy to communities around the world.

Economic Development

The renewable energy projects we develop do more than generate clean electricity; they create jobs, reduce electricity costs for consumers, and provide ancillary revenue for the individuals, institutions and businesses who serve as project hosts.

Social Equity & Resilience

UGE's community solar projects allow families and local businesses to enjoy the economic and environmental benefits of solar without the capital investment or the space for solar on-site. Climate change will impact low to moderate income communities disproportionately, making it even more important to increase their energy resilience with localized sources of electricity.

Human Rights & Safety

A critical element of optimizing our social impact is ensuring human rights and personal safety of our employees. UGE's Health and Safety Policy ensures a safe workplace. We are proud to say that there has never been a workplace injury or fatality on any of our projects.



Recent Projects



Project: Smithville Solar One
Status: Operating
Size: 1.4MW
Location: Smithville, TX
Commercial Operation: January 2023



Project: Bertoline
Status: Operating
Size: 0.74MW
Location: Peekskill, NY
Commercial Operation: October 2022



Project: Norway
Status: Mechanical Completion
Size: 1MW
Location: Norway, ME
Commercial Operation: October 2023

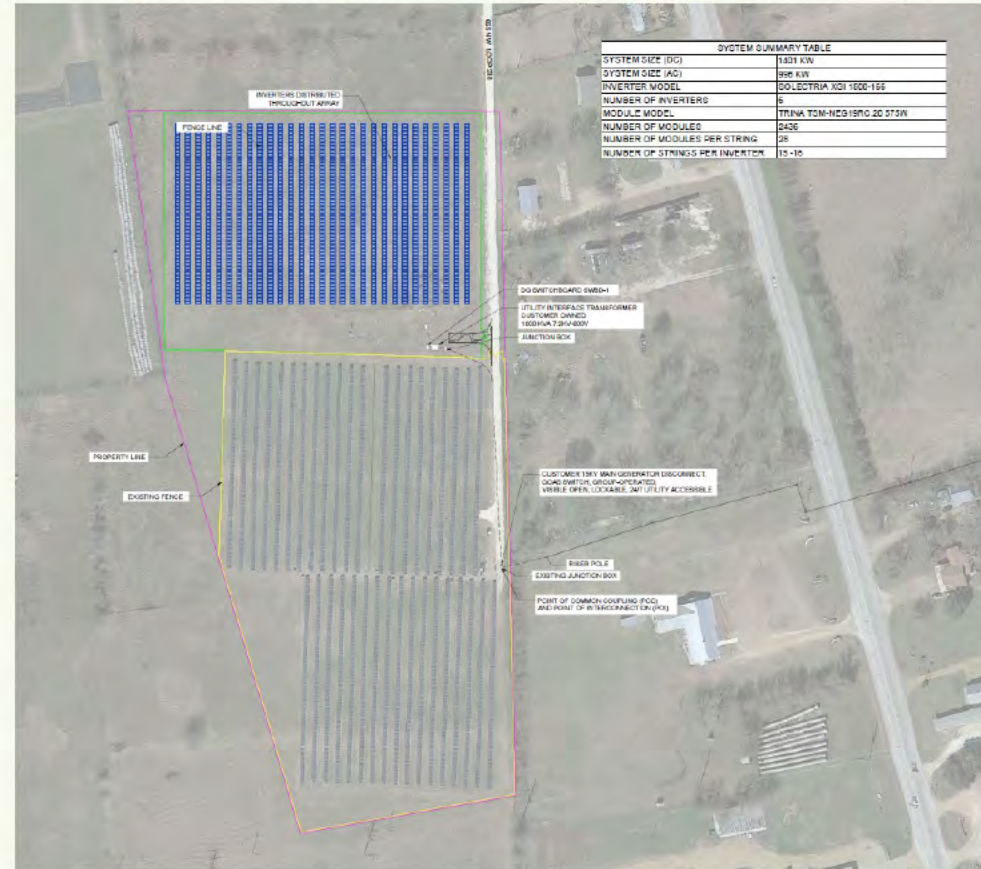
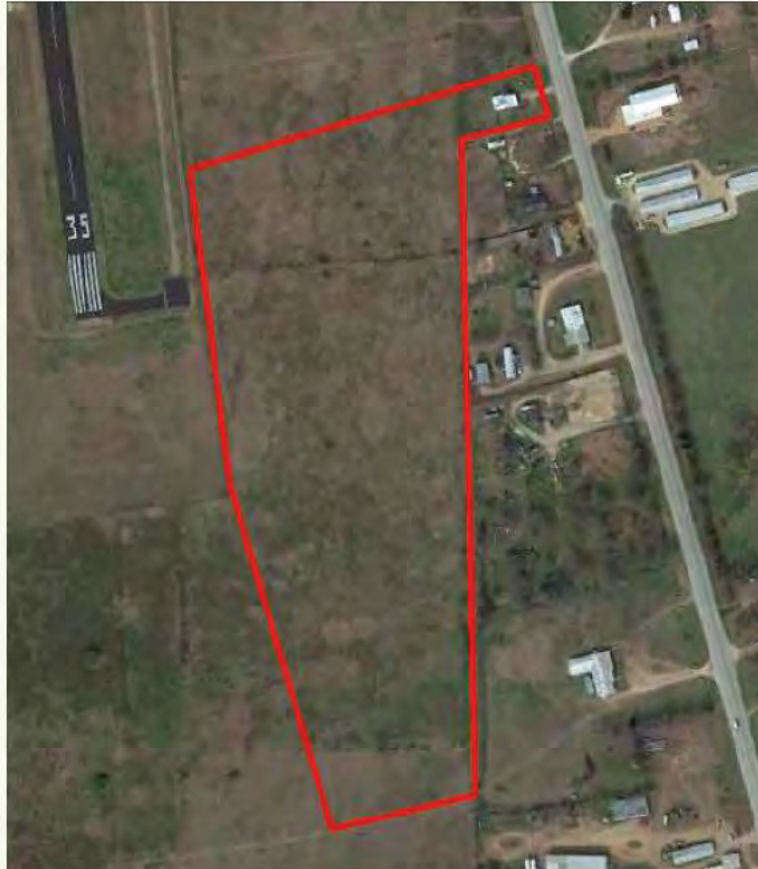
Smithville Solar Two LLC

- UGE designed 1.4 MW DC PV ground-mounted system
- Single axis tracking for optimum performance
- Within City of Smithville city limits
- Reduces the City's reliance on volatile energy prices
- Provides solar energy directly to the City's grid and to its customers
- Low, fixed long-term rate results in savings to the City

Smithville Solar Two meets LCRA standards

- Meets requirements of LCRA by providing only 6% of the City of Smithville's total adjusted metered load (maximum is 15% load in any 15-min interval)
- Smithville Solar One also provides 6% of the City's load, for a total of 12% total solar capacity for the City of Smithville
- LCRA required System Impact Study finds that the project has no adverse effects on the City's distribution line and substation
- Interconnection located on site, ties directly to City distribution grid

Smithville Solar Two LLC: Site Map & Layout



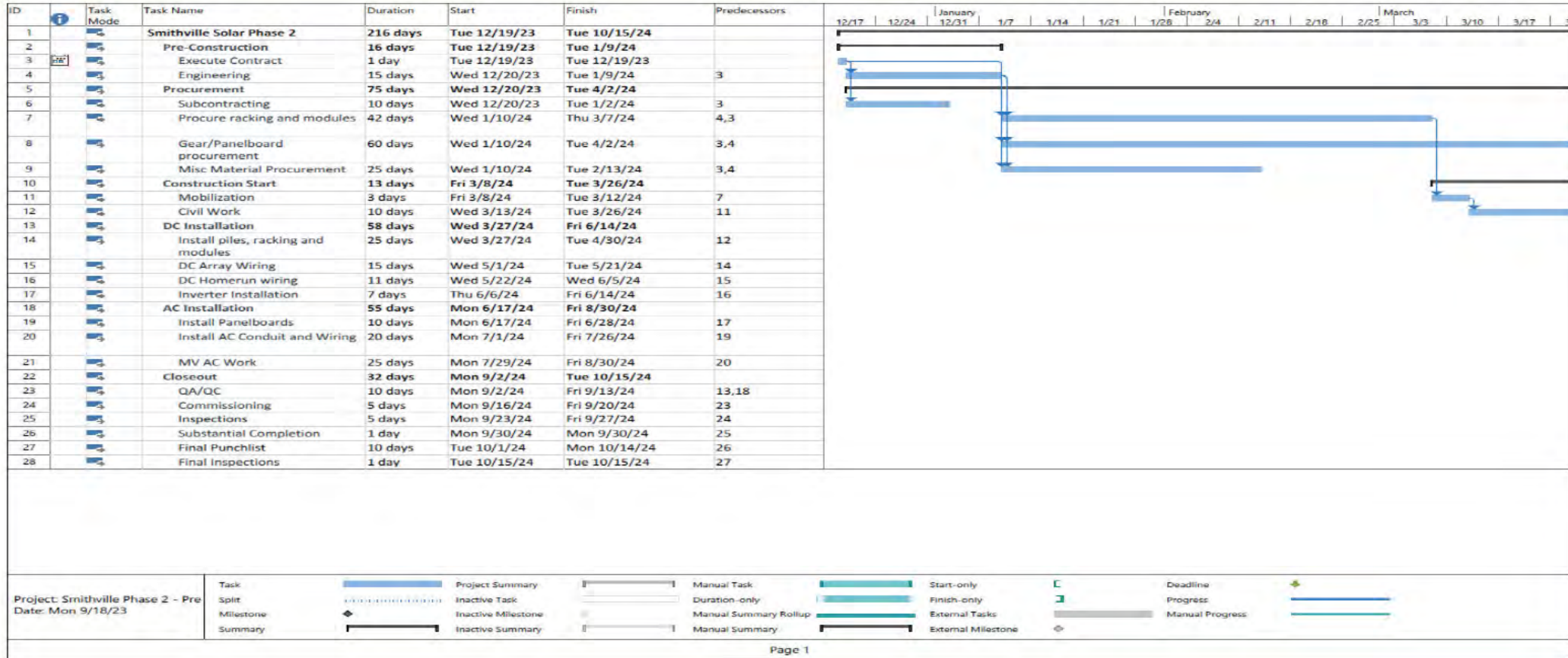
Development Status

- UGE already has site control for Smithville Solar Two
- Re-Platting is complete and is being recorded with Bastrop County Clerk's Office
- System Impact Study completed with finding of 'No Adverse Impact' on LCRA substation and distribution line
- Environmental Due diligence complete
- 3rd Party engineering review of design for construction permit
- Start of Construction on track for the end of Q1 2024

Development Timeline

Activities	Timeline
REAP Grant Award	Sep 1
System Impact Study	Sep 8
EPC Contract Finalization	Oct 6
City Council Meeting	Oct 16
Geotech Report	Oct 27
Racking/Structural Calculations/Design	Nov 17
Independent Engineer (IE) Review & Approval	Nov 27-Jan 5
Construction Permit Approval	Jan 8-Feb 2
Finance Close	Jan 8-Feb 2
Start of Construction	Q1 2024

Construction Timeline/Expected COD



Smithville Solar Two LLC: Equipment & Vendor Info

1. EPC Contractor:

- Spear has been selected as our EPC
- Spear is a local company who successfully built Smithville Solar One as well

2. Other vendors:

- System Impact Study: Schneider engineering
- Inverters: Chint Power Systems - 100kW 3Phase String - Distributed WB, 1500VDC, 1 MPPT-480Vac
- (American Made)
- PV Panels: Trina TSM-DEG 21C.20 645W
- Single Axis Tracker: Trina Tracker Vanguard 2P
- Transformers: ABB 100KVA 480/15KV

Smithville Solar One: Production Data

Year	Month	Energy Generated (kWh)
2023	January	PPA-1 Commissioning
	February	84,906
	March	104,540
	April	60,353
	May	PPA -1 Offline
	June	224,807
	July	278,315
	August	263,771
	September	202,076



Smithville Solar One: Actual Vs Goal

- Total Energy Production for Year 1, Jan to Sept 2023 = 1,218,076 kWh
- No production in part of April, all of May and part of June due to lightning strike to transformer
- Goal per PPA estimated annual production for Year 1 = 2,590,000 kWh
- On target to meet 100% of goal by end of Year 1 average monthly production

City Of Smithville PPA Cost Savings – UGE/Smithville Solar One, LLC

City of Smithville has saved **\$31,811.05** February through September 2023.



City Of Smithville PPA Cost Savings – UGE/Smithville Solar Two, LLC

- PPA rate starting at 6.30 cents/kWh in Year 1, increasing to 7.83 cents/kWh in Year 10.
- Total estimated savings of \$220,000 over PPA term assuming historical (pre-2022) increases in LCRA rates. If LCRA rates continue to rise as quickly as in the past year, the savings may be significantly greater. For example, if LCRA rates increase by an additional 0.5 cents/kWh by 2033, **the savings to the City will be > \$400,000.**



Thank you!

For more information on UGE, please visit us at
www.ugei.com

Year	COS			Year	UGE PPA-2			% Generation**	MKT Price per kWh	Savings
	kWh Purchased*	Price per kWh	Cost		kWh Production	Price per kWh	Cost			
2018	42,065,000	\$0.0650	\$2,734,225	2018	N/A			N/A		
2019	43,206,000		\$2,808,390	2019						
2020	42,432,064		\$2,758,084	2020						
2021	42,729,919		\$2,777,445	2021						
2022	44,730,634		\$2,996,952	2022						
2023	44,265,135	\$0.0750	\$3,319,885	2023						
2024	44,309,400		\$3,323,205	2024	CONSTRUCTION			COMMISSIONING		
2025	44,353,710		\$3,326,528	Year 1	2,429,380	\$0.0630	\$153,051	5.48%	\$182,204	\$29,153
2026	44,398,063		\$3,329,855	Year 2	2,546,938	\$0.0630	\$160,457	5.74%	\$191,020	\$30,563
2027	44,442,461		\$3,333,185	Year 3	2,534,203	\$0.0647	\$163,963	5.70%	\$190,065	\$26,102
2028	44,486,904		\$3,336,518	Year 4	2,521,532	\$0.0665	\$167,682	5.67%	\$189,115	\$21,433
2029	44,531,391		\$3,339,854	Year 5	2,508,925	\$0.0683	\$171,360	5.63%	\$188,169	\$16,810
2030	44,575,922		\$3,343,194	Year 6	2,496,380	\$0.0702	\$175,246	5.60%	\$187,229	\$11,983
2031	44,620,498		\$3,346,537	Year 7	2,483,898	\$0.0722	\$179,337	5.57%	\$186,292	\$6,955
2032	44,665,118		\$3,349,884	Year 8	2,471,479	\$0.0741	\$183,137	5.53%	\$185,361	\$2,224
2033	44,709,784	\$0.0800	\$3,576,783	Year 9	2,459,121	\$0.0762	\$187,385	5.50%	\$196,730	\$9,345
2034	44,754,493		\$3,580,359	Year 10	2,446,826	\$0.0783	\$191,586	5.47%	\$195,746	\$4,160
2035	44,799,248		\$3,583,940	Year 11	2,434,592	\$0.0780	\$189,898	5.43%	\$194,767	\$4,869
2036	44,844,047		\$3,587,524	Year 12	2,422,419	\$0.0780	\$188,949	5.40%	\$193,794	\$4,845
2037	44,888,891		\$3,591,111	Year 13	2,410,307	\$0.0785	\$189,209	5.37%	\$192,825	\$3,615
2038	44,933,780		\$3,594,702	Year 14	2,398,255	\$0.0785	\$188,263	5.34%	\$191,860	\$3,597
2039	44,978,714		\$3,598,297	Year 15	2,386,264	\$0.0790	\$188,515	5.31%	\$190,901	\$2,386
2040	45,023,693		\$3,601,895	Year 16	2,374,322	\$0.0790	\$187,571	5.27%	\$189,946	\$2,374
2041	45,068,716		\$3,605,497	Year 17	2,362,461	\$0.0795	\$187,816	5.24%	\$188,997	\$1,181
2042	45,113,785		\$3,609,103	Year 18	2,350,648	\$0.0795	\$186,877	5.21%	\$188,052	\$1,175
2043	45,158,899	\$0.0850	\$3,838,506	Year 19	2,338,895	\$0.0800	\$187,112	5.18%	\$198,806	\$11,694
2044	45,204,058		\$3,842,345	Year 20	2,327,301	\$0.0810	\$188,511	5.15%	\$197,821	\$9,309
2045	45,249,262		\$3,846,187	Year 21	2,315,565	\$0.0820	\$189,876	5.12%	\$196,823	\$6,947
2046	45,294,511		\$3,850,033	Year 22	2,303,987	\$0.0830	\$191,231	5.09%	\$195,839	\$4,608
2047	45,339,805		\$3,853,883	Year 23	2,292,467	\$0.0840	\$192,567	5.06%	\$194,860	\$2,292
2048	45,385,145		\$3,857,737	Year 24	2,281,005	\$0.0845	\$192,745	5.03%	\$193,885	\$1,141
2049	45,430,530		\$3,861,595	Year 25	2,269,600	\$0.0845	\$191,781	5.00%	\$192,916	\$1,135
			\$89,585,055				\$4,382,344	\$4,794,022 \$219,897		

*Assumes 1% increase demand / year due to growth

**Assumes 1/2% system performance loss (degradation) / year

***2.75% Y-O-Y kWh Escalator

Item #7

**SMITHVILLE HISTORIC PRESERVATION AND DESIGN
STANDARDS ADVISORY COMMITTEE (HPDSAC) MEETING.**

Minutes: Wednesday September 20th 2023

PRESENT: Bonny Joplin, Walter Winslett, Monica Poss, Nancy Catherman, LeRoy Beherens, Victoria Allen, Susie Cannon, Jill Strube.

ABSENT: Caroline Noya

Other non-committee members: Robert Tamble, Tom & Debbie Etheredge, Mr. & Mrs. Tommy Oates.

1. Meeting called to order at 5:00 pm
2. **Introductions:** All committee members introduced themselves.
3. **Announcements/Presentations/Proclamations/Awards:** NONE
4. **Previous Minutes:** Approved.
5. **Discussion and Actions:** Monica Poss reported that 3 drafts are ready for review to begin distribution of the door hangers for Historic Preservation Awareness. A character count, dimensions and available space below the door hanger to be provided soon.
6. **COA for Smithville Coffee House:** Discussion regarding the drive through in the alley. Mr. Oates presented a detailed plan for the restoration of the areas in the building that need repair, such as the doors, sills, jamb, casing and transom. Replace damaged glass with similar design. Repaint repairs with same or similar color. Repair stucco

with similar color and material. Mr. Oates then described his plan for creating the drive through window, which would be to the left of the current double doors. Mr. Oates also stated that they were closing on the sale of the building shortly and that he would be the contractor for the project. It was determined that the Smithville Coffee House General Store, located at 108 NE 2nd St, did not need to request a Certificate of Appropriateness for the first five items they presented, as they were proposing merely to repair and replace all damaged exterior items with similar materials without changing the appearance of the current design. Given that no changes were being proposed, no approval was necessary and no motion was made.

Susie Cannon made a motion, seconded by Walter Winslett, to recommend approval of a Certificate of Appropriateness for The Smithville Coffee House General to make a modification from the current design on the west side of the building to create a drive through window, as long as the modifications are made only within the existing opening in the wall.

For the final two items presented by SCHGS for approval, regarding paving the alley and changing their fence, Monica Poss stated that these were items for P&Z, City Council and/or City staff to decide. Therefore no motion was made.

7.COA for 209 Main Street: This is for informational purposes only and administrative approval of the changes in historical color for the building.

8. **Future Agenda and Meeting Dates:** The next meeting date will be scheduled as needed..

9. **Adjournment:** Monica Poss adjourned the meeting at 5:40pm

Submitted by Victoria Allen



Smithville Historic Preservation and Design Standards Advisory Committee (HPDS) Certificate of Appropriateness (COA)

Received by: [Signature] Date Received: 9/1/23

The HPDS meets quarterly and as needed throughout the year.

DATE SUBMITTED: 09 / 01 / 2023

APPLICANT INFORMATION: Applicant is:

Building Owner Business Owner Contractor

Applicant Signature: Tommy Oates

PRINT Applicant Name: Tommy Oates

BUILDING INFORMATION

Name of Building: Smithville Coffee House

Physical Address: 108 NE 2nd St. Smithville 78957

Year Built: 1935

Owner Name: TACC Land Holdings LLC

Owner Mailing Address: PO Box 1209

Owner Phone # [Redacted]

Owner Email: [Redacted]

Building Owner Signature: _____

Date Approved by Owner: ____/____/____

BUSINESS INFORMATION

Business Name: Smithville Coffee House General Store

Business Owner Same as Building Owner

If Different:

Bus. Owner Name: _____

(Please continue information on another sheet if necessary)

Bus. Mailing Address: _____

Bus. Phone # (____) _____

Bus. Email: _____

I certify that I have been notified about this application:

Bus. Owner Signature: _____

CONTRACTOR INFORMATION

Contractor Name: Oates and Oates Investments

Contractor Address: PO Box 1209 Smithville 78957

Contr. Phone # [Redacted]

Contr. Email: [Redacted]

Other Contractor Information: _____

COA REQUEST TO MAKE CHANGE TO:

- Signage (may also require License Agreement)
Awnings (will require License Agreement)
New Paint Color New Paint on Unpainted Brick
Windows Doors New Building-Mounted Lights
Other: Drive-thru window and driveway alley

Intended/desired starting and completion dates of alteration and/or repairs:

Start: 09 / 15 / 2023 Complete: 11 / 15 / 2023

Please describe the scope of work. Include: Materials to be used, how the project will impact the historic structure and cleaning methods. How the proposed work will be in keeping with the character of the property. Submit sufficient description and supportive documentation so that city staff and HPDS Committee members may understand the project.

Please see attached document entitled, "Certificate of Appropriateness"

(Please continue on another sheet if necessary)

Attach supporting documentation, for example:

- Proposed Paint Color
Historic and/or Current Photographs
Materials Specifications
Elevations or Other Drawings

TO BE COMPLETED BY STAFF

Application # 004-23

Bldg. Permit/License Agreement: Yes No

Eligible for Administrative Approval: Yes No

HPDS Meeting Date: 9 / 20 / 2023

Staff Recommendations/Comments to HPDS

[Redacted]

(Please continue information on another sheet if necessary)

HPDS Recommendation:

Approval Denial Not Applicable (Admin. Approval)

Recommendation Date: 9 / 20 / 2023



Mailing address:
108 NE 2nd Street
Smithville, Texas 78957
(512) 237-1064
www.smithvillecoffeehouse.com

September 1, 2023

City of Smithville – Permitting Department
317 Main Street
Smithville, Texas 78957

Re: Certificate of Appropriateness

The Smithville Coffee House General Store, located at 108 NE 2nd Street, is under new ownership TACC Land Holdings, LLC established ownership in July 2023. TACC ownership is planning to make repairs, improvements, and modifications to the property in accordance with the Architectural Design Standards of the Smithville Historic Commercial District. The following bullets will outline the specific location for consideration.

Projects that do not require a Certificate of Appropriateness:

1. Repair and replace damaged wood to the front window using similar materials without changing the appearance of the current design.
 - a. Repair and replace rotting head, jamb, casing, and sill; including picture windows, transoms, and glass glaze.
 - b. Repaint sash and framing with same or similar color.
 - c. Replace any weather stripping and other weather sealants to prevent water leakage.
(See Figure 1.1, 1.2, & 1.3)
2. Repair and replace damaged wood to the front door entry.
 - a. Replace the front door using similar materials without changing the appearance of the current design.
 - b. Repair and replace rotting head, jamb, casing, and sill, including transoms.
 - c. Replace any weather stripping and other weather sealants to prevent water leakage.
 - d. Replace any damaged glass with the same or similar design.
 - e. Repaint sash and framing with same or similar color.
(See Figure 2.1, & 2.2)
3. Repair and replace damaged windows or rotting wood located on the alley side of the building; and use similar materials without changing the appearance of the current design.
 - a. Repair and Repaint sash and framing with same or similar color.
(See Figure 3.1)
4. Replace damaged wood to the rear window using similar materials without changing the appearance of the current design.
 - a. Repair and replace rotting head, jamb, casing, and sill, including picture windows, transoms, and glass glaze.
 - b. Repaint sash and framing with same or similar color.
 - c. Replace any weather stripping and other weather sealants to prevent water leakage.

(See figure 4.1)

5. Repair and replace damaged wood to the rear door.
 - a. Replace the rear door using similar materials without changing the appearance of the current design.
 - b. Repair and replace rotting head, jamb, casing, and sill, including transoms.
 - c. Replace any weather stripping and other weather sealants to prevent water leakage.
 - d. Replace any damaged glass with the same or similar design.
 - e. Repaint sash and framing with same or similar color.
 - f. Repair stucco with similar color and material.

(See figure 5.1)

In accordance with the Architectural Design Standards of the Smithville Historic Commercial District, alleys are an important design element of the District's urban fabric. The main purpose of alleys is to provide a service entrance, egress, and access to commercial properties. Doors and windows in the alley are not typically visible to the public and should have flexibility. To maintain the historic character of the alley facades, repairs and modifications as followed:

1. Repair and replace damaged wood to the side door.
 - a. Replace the side door using similar materials.
 - b. A modification from the original design and creating a drive-thru window. The purpose of the drive thru is to add convenient service to patrons of Smithville. The modification is within the alley and according to the Architectural Design Standard, flexibility is a consideration.
 - c. Repair and replace rotting head, jamb, casing, and sill, including transoms.
 - d. Replace any weather stripping and other weather sealants to prevent water leakage.
 - e. Replace any damaged glass with the same or similar design.
 - f. Repaint sash and framing with same or similar color.

Projects that require a Certificate of Appropriateness:

1. Request and consideration to pave the current alley adjacent to the building. The considered driveway material is asphalt or similar material. The driveway will cover approximately 1870 square feet (117'x17'). The purpose is to use the alley as a drive-thru and serve customers. The current alley door will install a drive-thru window.
2. Request and consideration to add wooden fence at the rear of the property.

TACC's intent is to maintain the historical character of the building by complying with the Architectural Design Standards. TACC requests that a Certificate of Appropriateness be approved for all items listed in this document in accordance with the Architectural Design Standards. TACC will ensure that the appropriate building permits and fees are within the compliance of the Smithville Zoning Ordinance.

Sincerely,



Tommy Oates
Owner Representative

TACC Land Holdings, LLC

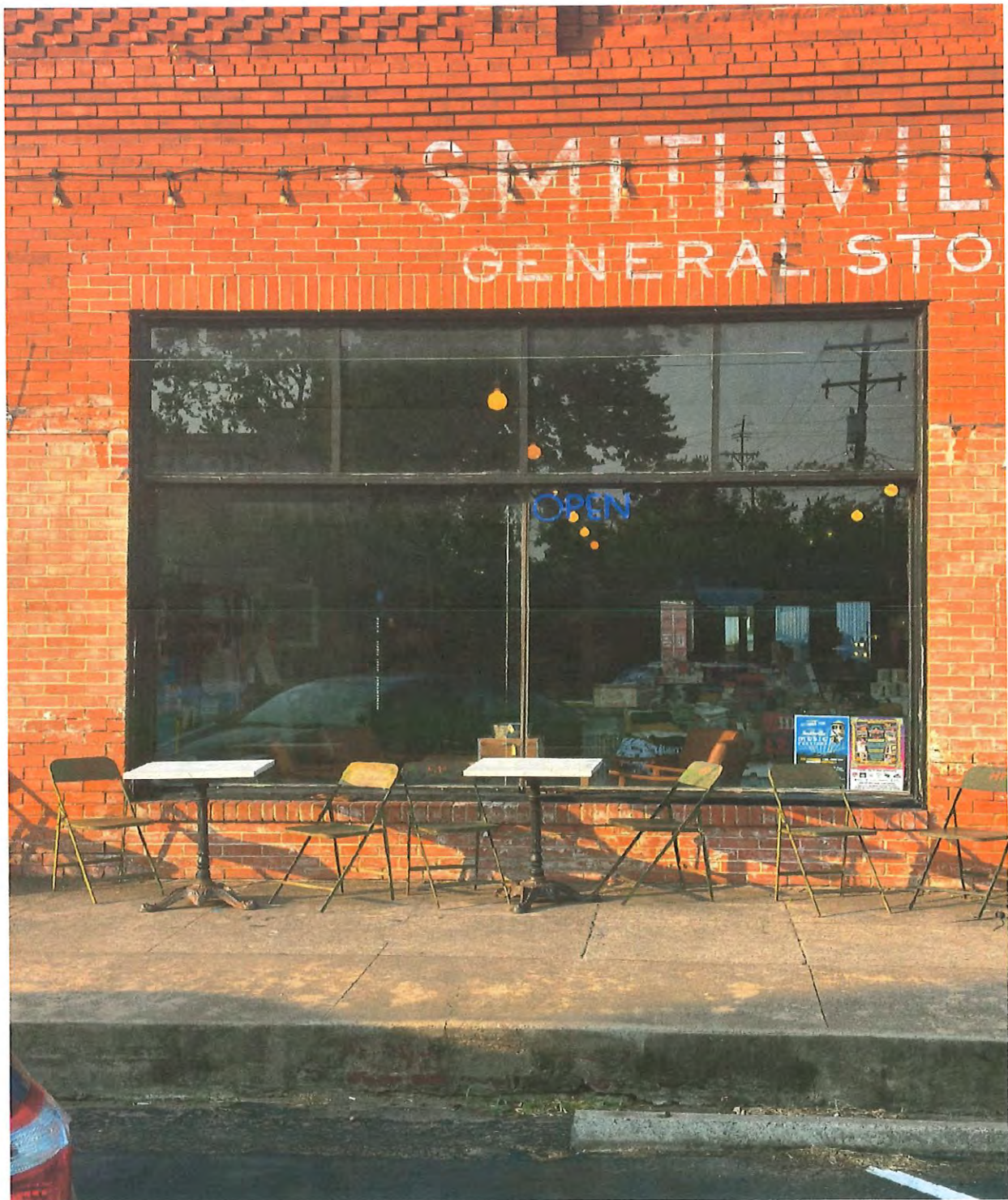


Figure 1.1. Front Window

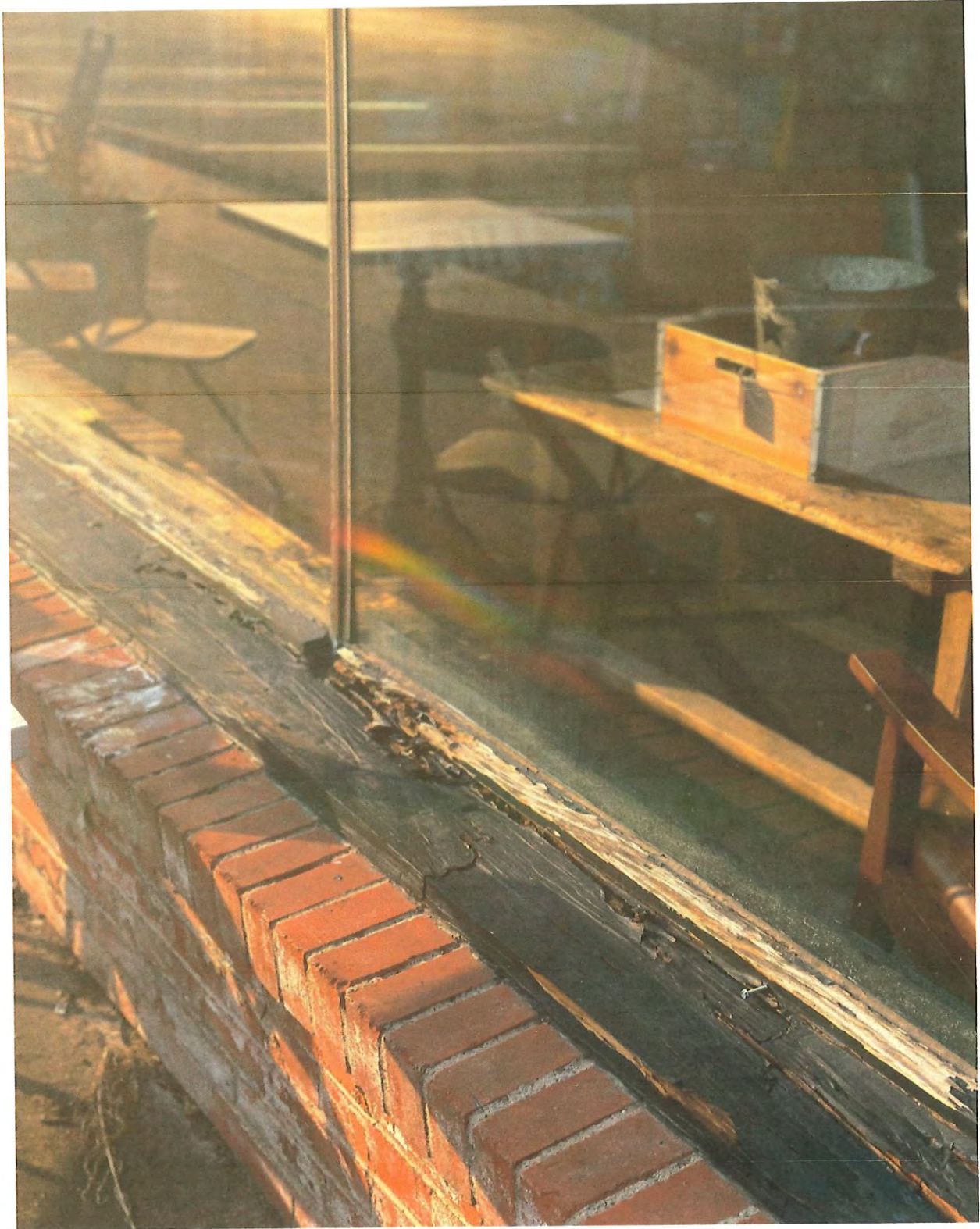


Figure 1.2. Front Window Rotting



Figure 1.3. Front Window Rotting



Figure 2.1. Front Door



Figure 2.2. Inside Front Door



Figure 3.1. Three Windows



Figure 4.1 Rear Window



Figure 5.1. Rear Door, Framing, & Stucco



Figure 6.1. Alley



Figure 6.2. Drive Thru Window

Item #8

From: [CityManager](#)
To: [Sharon Foerster](#); [Tom Etheredge](#); [Janice Bruno](#); [Jimmy Jenkins](#); [Tyrone Washington](#); [Mitch Jameson](#)
Cc: [Jennifer Lynch](#); [Edward Balusek](#); [David Repka](#); [Ashley Garrison](#); [Cynthia White](#); [Judy Bergeron](#); [Jill Strube](#)
Subject: Tax Note Update for Council Meeting
Date: Friday, October 13, 2023 8:03:12 AM
Attachments: [2023 Tax Note Expenditure List UPDATED 10-13-23.xlsx](#)
[image003.png](#)

Mayor / Council:

Good morning. During the last meeting in September, the consensus from the Council was that the PD and Utilities / Public Works Department(s) could purchase the listed capital equipment (with long lead times) against the Tax Note as planned. However, more discussion would be necessary for items identified under the "General" category (see below). There have been several puts / takes made to the list that are summarized below. Three items not previously listed are:

- 1) Purchase of a cemetery management system / customer interface (staff request);
- 2) Upgrades to our Little League / Baseball Parks (requested by Mayor Foerster); and
- 3) Weather-proofing, insulating, and replacing fans at the Show Barn at Riverbend Park (CM request).

These items are being funded by reducing the monies (\$250k) previously allocated for the purchase of playground equipment (now \$50k). This will still allow us to purchase a few smaller pieces of equipment (or make repairs) and still get the basketball courts at MLK park resurfaced / marked.

General						
Qty	Description	Unit Cost	Total	Actual	Comments	
1	Airport Lighting System	\$150,000	\$150,000	\$150,000	Upgrade runway lighting system. Est. cost = \$1.5M w/ 10% Grant Match.	
1	Security Camera Upgrade	\$350,000	\$350,000		City-wide replacement of HikVision cameras (cyber-security risk)	
1	Tanker Truck	\$275,000	\$275,000		Purchase Fire Tanker for SVFD	
1	Baseball Field / Park Upgrades	\$100,000	\$100,000		Facility upgrades at Little League / Baseball Parks (Keilberg, Riverbend, MLK)	
1	Cemetery CRM Platform	\$25,000	\$25,000		Purchase cemetery inventory management system / customer interface	
1	Playground Equipment	\$50,000	\$50,000		Playground equipment w/ weatherproof padding. MLK Park BB Court(s)	
1	Misc. City Facility Upgrades	\$175,000	\$175,000		Security doors / panic button @ City Hall. HVAC repairs @ Rec Center. Remodel / paint public restrooms. Weather-proof / insulate Show Barn.	
1	Grant Match for Infrastructure	\$275,000	\$275,000		GLO Drainage (\$130k) / TXDOT Main Street ADA Ramps & Sidewalks (\$145k)	
			\$1,400,000	\$150,000		

I know there is public concern regarding the need to replace our security cameras with a new system. However, the HikVision system and cameras we purchased years ago are now a known cyber-security risk as they can be "hacked" by the Chinese. To this end, HikVision has been banned from supplying its technology in the US after being judged an unacceptable risk to national security → [HiKVision Cyber-Security Risk](#) . Currently, we have a total of 105 cameras dispersed throughout the following city-owned facilities:

- City Hall
- Smithville Police Dept
- Smithville-Crawford Municipal Airport
- Smithville Recreation Center
- Veteran's Memorial Park
- Smithville Recycling Center
- Smithville Public Library
- Smithville VFD (Station 1)

Smithville Chamber of Commerce

The installed cameras each have an assigned IP address and require internet to operate making the cameras (and our internal servers) vulnerable. My staff and I are currently evaluating three (3) different service providers (Verkada, H&H, Avinext) and will be making a presentation / recommendation to Council at a later date.

The Tax Note closed on 10/11/23 with funding being delivered to our account. David and Edward have placed some orders for vehicles and equipment with long lead times. However, no monies have been spent against the Tax Note.

Please let me know if you have any questions or need additional information.

Robert Tamble, CSP / CIT



City Manager

317 Main Street

Smithville, TX 78957

(512) 237-3282 - office

(512) 423-9390 - cell

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	\$200,000	\$200,000		Road repair / paving. Sidewalks, curbs, and gutters. Small drainage projects.
			\$1,100,000	\$0	

General					
Qty	Description	Unit Cost	Total	Actual	Comments
1	Airport Lighting System	\$150,000	\$150,000	\$150,000	Upgrade runway lighting system. Est. cost = \$1.5M w/ 10% Grant Match.
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1	Grant Match for Infrastructure	\$275,000	\$275,000		GLO Drainage (\$130k) / TXDOT Main Street ADA Ramps & Sidewalks (\$145k)
			\$1,400,000	\$150,000	

Grand Total \$3,001,250



Forbes

The Federal Communications Commission (FCC) has officially implemented the provisions of the Secure Equipment Act, signed into law last year and aimed at prohibiting communications equipment deemed to pose an unacceptable risk to national security.

"While we've flagged equipment as posing a national security risk, prohibited companies from using federal funds to purchase them, and even stood up programs to replace them, for the last several years the FCC has continued to put its stamp of approval on this equipment through its equipment authorization process," explains FCC chair Jessica Rosenworcel.

"Specifically, under the rules we adopt today pursuant to the Secure Equipment Act, the FCC will no longer authorize equipment that is on the Covered List because it poses an unacceptable risk to the national security of the United States or the safety of United States persons."

Vulnerable and exploited

CYFIRMA says Russian-speaking hacking forums often sell network entrance points relying on exploitable Hikvision cameras that can be used either for "botnetting" or lateral movement.

```

SOFT: Chrome (v102.0.5005.115-64, Profile: Default)
URL: https://www.hik-connect.com/register
USER: ██████████
PASS: ██████████

SOFT: Chrome (v102.0.5005.115-64, Profile: Default)
URL: https://www.hik-connect.com/register
USER: ██████████
PASS: ██████████

```

Sample sold on Russian forums (CYFIRMA)

Of an analyzed sample of 285,000 internet-facing Hikvision web servers, the cybersecurity firm found roughly 80,000 still vulnerable to exploitation.

Varikada (2022), Confidential

NDAAs Ban of Dahua and Hikvision Is Now US Gov Law

JH John Honovich • Published Aug 13, 2018 16:24 PM

5 PUBLIC - This article does not require an IPVM subscription. Feel free to share.

The [US President has signed the 2019 NDAA into law](#), banning the use of Dahua and Hikvision (and their OEMs) for the US government, for US government-funded contracts and possibly for 'critical infrastructure' and 'national security' usage.

Direct Impact - Stop Purchasing and Removals

The ban technically starts one year after signing into law, which will be August 13, 2019. However, since the ban includes both purchasing and using existing equipment, it effectively starts immediately since it would make little practical sense to buy equipment today to have to remove it in 12 months.

(c) EFFECTIVE DATES.—The prohibition under subsection (a)(1) shall take effect one year after the date of the enactment of this Act, and the prohibitions under sub-

The removal of Dahua and Hikvision branded equipment will be relatively straightforward since US government agencies can simply read the label on the devices. However, OEMs, which are included under the 'produced' for 'affiliates' clause, will also have to be removed.

(B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Item #9

Memorandum of Understanding

Between the City of Smithville and the Smithville Workforce Training Center for the facilities located at 404 Fawcett Street

October 16, 2023

This Memorandum of Understanding (MOU) is made between the City of Smithville (hereafter, "City"), and the Smithville Workforce Training Center (hereafter, "SWTC"), regarding the use of the building at 404 Fawcett for administrative and student interviewing purposes, and for the new building to be constructed at that site beginning in 2024. These partners enter into this agreement and establish this MOU as a framework for this cooperative program.

Project Summary

The City and the SWTC have an established relationship in the effort to provide training and student services at certain city-owned facilities. The SWTC provides educational resources within our local community that result in a skilled workforce needed for local businesses to thrive. Since October 2022, over 200 students have been trained for employment in fields that are in high demand in Smithville and the surrounding rural area. Based on the success of this project to date, the City was awarded a Texas Department of Agriculture Community Development Block Grant for Rural Economic Development. This grant (TDA CDBG CRC22-0031) for \$1 million dollars was awarded in May of 2023, specifically to expand the facilities at 404 Fawcett with additional training and business development space. The City commitment for this grant is a 10% match, and agreement to use this facility specifically for workforce training for a term of seven years, until 2030.

Responsibilities and Rights

The City will be responsible for construction of the new facilities, with design specification input from SWTC, and for paying for utilities to the existing and the new facilities.

The SWTC will be responsible for the day-to-day operations and maintenance.

Effective Date/Term/Fees

This agreement between the City and SWTC shall be valid for seven (7) years (until May, 2030) at which time the terms of this MOU will be renegotiated. The MOU can be terminated if written notice is given by any party 60 days in advance to dissolve the partnership or the SWTC ceases to exist.

A Facility Usage Fee will be waived for this seven-year period in consideration of the enhanced value to the City-owned property that will result from the construction to be done under the grant. In recognition of the relationship between the parties, the City shall have the right to appoint one (1) board member to the SWTC Board of Directors during this seven-year period, with application review and term service in accordance with the SWTC bylaws, with consideration of extension at the time the agreement is renegotiated.

Signatures

In witness whereof, the City of Smithville and the SWTC on the respective dates written below their signatures, have made, and executed this agreement.

Robert Tamble, City Manager
City of Smithville

Janice Bruno, Interim Executive Director
Smithville Workforce Training Center

Date: _____

Date: _____

Item #12

Recycling update, and more and more questions.

This has been a busy week of talks with engaged citizens, professionals who offer solid waste services, and also professionals that offer programs for solid waste services.

1. Robert Tamble is looking at recycle companies who will buy our products (cardboard, etc.), and who offer other services as well. A few of these are Balcones (who we use), Keep Texas Recycling, and others.
2. Woody Raine, and Lauren DeMates have interviewed patrons of the recycling center on a Saturday, and about half were from out of town. That does show that a lot of county residents use the center.
3. I did talk with Clara Beckett about recycling in Bastrop County, and came away with the feeling that the County did not at this time seem interested in changing their current way of dealing with solid waste recycling.
4. I had a long zoom call with Stacy Savage at O Waste Management. She has lots of good ideas and maybe we can use her as a consultant for including Keep Smithville Beautiful as a volunteer arm for recycling (composting, mulching, etc.) I plan on asking Ken May about grants for recycling education, and support.
5. At first, I thought it would only be a few people upset about recycling, but I have been approached at the Food Bank when handing out Veggie Boxes, at Brookshire brothers, even flagged down by people when I am riding around. The 50-dollar fee seems to be the big issue of course, but there are other concerns people have. Why don't we do aluminum cans, why is it closed on Monday and Tuesday, and will non-profits (Food Bank) have to pay a fee. In the last two weeks I have been approached by at least 100 people, and that does not include the emails.

The Council wanted Tyrone and I to investigate and find a solution for recycling. Everyone liked the membership idea, so we went with that. The fee has already adjusted from \$75 to \$50 dollars per household in town, and from \$150 to \$100 for out of city limits. As usual there is push back but there is many more than I thought there would be.

Moving Forward

1. Discussion in the City Council meeting, and have citizen comment. I hope Woody Raines will speak as he has considerable experience in this area.
2. We need to put up signage in the Recycle Center that change is coming, Fees for out of city limit users will start at the first of the year.
3. Find a recycling company that will give us the best rate for our recycling and help with education about plastics (keep it clean) and best practices.

This will be a changing recycling center as we learn more and find the best way forward. If we want it to stay open and not be a drain on resources, we need to make the adjustments.

Tyrone Washington, and Jimmy Jenkins

Item #13

From: [Tom Etheredge](#)
To: [Sharon Foerster](#); [Janice Bruno](#); [Mitch Jameson](#); [Tyrone Washington](#); [Jimmy Jenkins](#)
Cc: [CityManager](#); [Jennifer Lynch](#)
Subject: Update on Rock Crushing Operation
Date: Thursday, September 28, 2023 1:50:33 PM

At the upcoming council meeting we will have an agenda item for discussion and possible action related to the rock crushing operation. I have been conducting some due diligence and wanted you all to have access to that prior to the meeting. I posted this on NextDoor, but it may still be subject to limitations related to Opens Meeting Act. Accordingly, do not "reply all" to this. I present for info only. -Tom

UPDATE ON ROCK CRUSHING OPERATION NEAR SMITHVILLE

Due diligence efforts are ongoing with regards to the rock crushing operation proposed by Texas Aggregates for a location at FM 153 and Hwy. 71. The recent TCEQ public meeting focused largely on air quality but the process of Q & A at that hearing revealed a number of other factors worthy of consideration. To me and many others one of the most critical revelations was the proposed 70+ large gravel trucks expected to enter and leave the facility at its sole point of ingress and egress on FM 153.

I have attempted to gain information, to share with the public, from the various government agencies and departments that are responsible for matters related to traffic and transportation. As you might expect, the biggest is TxDOT. State representative Gerdes facilitated a connection with Tucker Ferguson, the District Engineer at TxDOT, who then connected me with Diana Schulze, the TxDOT Area Engineer for Bastrop County. She then connected me with several individuals from the engineering department at Bastrop County.

Ms. Schulze was helpful by providing a copy of the current Commercial Access Driveway Permit Packet, as well as confirming that the applicant had not yet reached out to TxDOT. She stated that if Texas Aggregates is taking access from a State facility – State Highway 71 or FM 153 - they will have to contact TxDOT and follow all the requirements for a commercial driveway permit. They will be required to have their licensed engineer look at traffic counts on the existing roadway as well as traffic generated by this site. Texas Aggregates will be required to make any necessary remediation on state facilities such as turn lanes, etc. as part of their commercial access requirements. TxDOT will not have any public hearings for this, since the State is not acquiring any additional right of way or adding capacity. Texas Aggregates will also have to work with Bastrop County, although it is unclear exactly what that means.

Critically related to this issue, and a point well made by County Commissioner Clara Beckett at the TCEQ hearing, is the lack of local controls over aggregate production operations

("APOs"). The lack of controls is a significant impediment to addressing the serious risks and impacts the proposed operation will have on our community. Despite repeated efforts by local officials in recent years to enact legislation that provides reasonable regulation of APOs, legislators have taken no action. As recently as this past legislative session, after extensive pleas from local officials, state representatives chose not to entertain or advance the recommendations proposed in the Interim Report to the 87th Texas Legislature, a report prepared by the House Interim Study Committee on Aggregate Production Operations (APOs).

Below are links to the two reports I cited – the House Interim Report on APOs and the TxDOT Commercial Access Packet. I note that the TxDOT packet has a section on numbered page 28 regarding Traffic Impact Analysis ("TIA"), as well as a phone number for the Austin office on numbered page 18. I would suggest that the proposed operation meets the criteria for TxDOT to require a full TIA, but that is in the discretion of TxDOT. Sharing concerns about traffic with TxDOT and asking them to require the full TIA might be one avenue citizens can consider. Another avenue is to contact our local state representatives (Texas State Senator Charles Schwertner and Texas State Representative Stan Gerdes) about introducing and/or supporting legislation that enacts reasonable regulations for APOs.

<https://www.dropbox.com/scl/fi/brn29kqt63f5sporvb5lt/Aggregate-Production-Operations-Committee-Interim-Report-2018.pdf?rlkey=x1vllupw4bcwc73maq7hr78rv&dl=0>

https://www.dropbox.com/scl/fi/ytsz0vgi6zyisd53gg71n/Commercial-Access-Packet___.pdf?rlkey=0rpnq35ix33klk5n0j85q89kd&dl=0

Item #14

ORDINANCE NO. 2023-639

AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING CHAPTER 3 BUILDING REGULATION, SECTION 3.02.032(b), CITY OF SMITHVILLE CODE OF ORDINANCES, TO REMOVE NO FEE FOR DEMOLITION PERMIT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend Section 3.02.032(b), Code of Ordinances, City of Smithville, Texas to remove (b) that says there shall be no fee for a demolition permit; and

WHEREAS, the city does want to charge a fee set by council provided by a resolution and is on file in the office of the city secretary.

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

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

- 1. Findings of Fact.** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- 2. Enactment.** Section 3.02.032(b), Code of Ordinances, City of Smithville, Texas is amended as set forth in Exhibit A.
- 3. Repealer.** All ordinances, resolutions, or parts thereof, that are in conflict or are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated herein.
- 4. Severability.** Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance and same are deemed severable for this purpose.
- 5. Effective Date.** This Ordinance shall be effective as of the date of adoption.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF OCTOBER 2023.

APPROVED:

ATTEST:

Sharon Foerster, Mayor

City Secretary, Jennifer Lynch

EXHIBIT A

Section 3.02.032, Code of Ordinances of the City of Smithville, Texas is amended as shown below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

§ 3.02.032 Permit fees; work not requiring permit.

- (a) No permit as required by the building code shall be issued until the fee prescribed by the city council as on file with the city secretary shall have been paid. Nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of the building or structure, shall have been paid.
- (c) Listed below are acts which do not require citizens or contractors to obtain permits, or pay fees for any routine maintenance of existing facilities:
 - (1) Repainting;
 - (2) Replacement of rotten boards on structures;
 - (3) Re-roofing or roof repairs;
 - (4) Flooring replacement.
- (d) The term “actual cost,” as used in this section, means the reasonable value of all services, labor and materials.

Item #15

MAYOR
SHARON FOERSTER

MAYOR PROTEM
TOM ETHEREDGE

COUNCIL MEMBERS
JANICE BRUNO
JIMMY 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

September 29, 2023

RE: Proposed Contract Funding for Grant Management for an "Innovation Center" per the Texas Department of Agriculture (TDA) Grant Award #CRC22-0031.

To All Interested Parties:

Attached is a copy of the City of Smithville's Request for Proposals (RFP) for **consultant/management services** for the "Innovation Center" per the Texas Department of Agriculture (TDA) Grant Award #CRC22-0031.

The submission requirements and deadline for this proposal are included on the attached Request for Proposal (RFP) form. Please submit three (3) copies of your proposal of services and statement of qualification to:

Robert Tamble
City Manager, City of Smithville
PO Box 449
317 Main Street
Smithville, TX 78957-0449

The deadline for submission of proposals is **10:00 am on Wednesday, October 11, 2023**. The City of Smithville reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

The City of Smithville is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the *Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)* as amended.

Sincerely,

A handwritten signature in blue ink that reads "Robert Tamble".

Robert Tamble
City Manager
City of Smithville

Attachment:
RFP for Consultant/Management Services

City of Smithville
Request for Proposals (RFP) for Grant Writing & Management Services
Sept/Oct 2023

The City of Smithville is soliciting proposals from a State of Texas-registered grant management firm to assist with grant management. Services will include record keeping and financial management; environmental/historic clearances; communication between project engineer, City, and state agency; project management; technical monitoring; and other duties as required by the City of Smithville for the “Innovation Center” per the Texas Department of Agriculture (TDA) Grant Award #CRC22-0031. The following outlines the Request for Proposals.

- I. Scope of Work: The management consultant or firm to be hired is to provide contract-related management services to the City of Smithville, including, but not limited to, the items listed below. Please specify actual tasks to be performed under each of these categories. A copy of the project description is attached.
 - Project Management (e.g., quarterly reports, reimbursement requests)
 - Construction/Technical Monitoring and Management (e.g., site visits, technical meetings)
 - Record-keeping and Financial Management
 - Environmental and Historic Preservation Review (EHP) and Clearance
 - Public Outreach (e.g., advertising, public meetings)
 - Equal Employment Opportunity Requirements
 - Audit/Contract Close-Out Assistance

- II. Criteria: The City of Smithville will evaluate each RFP based on the following criteria. RFPs that are not complete will not be considered for the project.
 - a. Statement of Qualifications (40 points): The City of Smithville is seeking to contract with a competent management consultant firm that has had experience in grants/contracts management. As such, please provide the following information:
 - Consultant/Firm is a TDA-Certified Administrator of TxCDBG Program
 - Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) www.Sam.gov .
 - Brief history of the proposing entity, including general background, knowledge of and experience working with the relevant agencies
 - Resumes of all employees who will or may be assigned to provide technical assistance on this project if your firm is awarded this management services contract
 - Related experience in managing federally-funded local public works construction projects
 - Work performance and experience with TDA including a list of at least 3 references from past local government clients
 - Related Experience / Background with this specific project type
 - Experience with similar type projects specifically in Smithville (NOTE: If any of the key personnel do not have experience in the City of Smithville, describe experience with similar types of projects in other small, rural Texas cities)

 - b. Past Work Performance (30 points): Provide verifiable examples of at least three (3) similar projects completed in the last five (5) years by both the Project Manager and Subconsultants to be used for references. Be sure to include:
 - Project name and location
 - Client name and contact person for reference
 - Services provided
 - Date of completion or project status

- History of meeting project schedules
- History of accomplishing services within established budget, include planned vs. actual
- If you have not worked on similar projects, list local government clients over the past five years

c. Capacity to Perform Proposed Services (20 points): The following information is expected to substantiate the service provider’s resources and ability to carry out the scope of work requested in a timely manner and a description of the service provider’s capacity to perform

- Organizational chart for personnel (including Subconsultants) who are to work on this project including licensure information to include names, roles, and resumes of key personnel proposed to work on this project and their office locations
- Staffing by areas of expertise and availability to perform services
- Copy of current certificate of insurance for professional liability
- Current workload of prime firm
- Proposed project schedule

III. Proposed Cost of Services (10 points): Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the City Smithville will not use lowest/best bid as the sole basis for entering into this contract.

IV. Evaluation Criteria: The City of Smithville will score and rank all eligible respondents. Proposals received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Experience	40
Work Performance	30
Capacity to Perform	20
<u>Proposed Cost</u>	<u>10</u>
TOTAL	100

V. Submission Requirements:

Provide a Cover Letter with Contact Information/Firm Type including:

- Legal name of firm
- Contact Persons including phone number and email address
- Legal business description (Individual, Partnership, Corporation, Joint Venture, etc.)
- Location of Office that will be conducting the work

Submit three (3) paper copies of your proposal to:

Robert Tamble, City Manager
 PO Box 449 / 317 Main Street
 Smithville, TX 78957-0449

VI. Deadline for Submission: Proposals must be received no later than **10:00 am on Wednesday, October 11, 2023**

Affirmative Action: The City of Smithville is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Attachment: Project Description

The City of Smithville has been awarded a \$1M Grant (\$100K required match) from the Texas Department of Agriculture (TDA): Grant Award #CRC22-0031. The scope of work includes the construction of an Innovation Center, the use of Façade Grants for local businesses (to be managed by the Smithville Area Chamber of Commerce), and the services of a consultant experienced in managing and ensuring the success of “incubation” projects such as the “Skilled Trades Innovation Center” we propose to construct.

The "Innovation Center" will be constructed at 400 Fawcett Street. This is new construction on a vacant lot, at the site of the existing Workforce Training Center (SWTC) office. We anticipate that the "Smithville Innovation Center" may include four bays (two for classroom space, two for "entrepreneurial rental" space), a bullpen for about 10 cubicles ("office rental" space), as well as classrooms, a conference room, and additional office space for SWTC staff. The City may construct a two-story building, to include:

First Floor:

- Two skilled trades bays for training purposes
- Two skilled trades bays for eligible entrepreneurs who will participate in "business training" courses
- Innovation Center Office Space (10 10x10 Cubicles offered for “below market” Innovation Center Rental Program

The second floor will include classroom space, SWTC office space, and a conference room.

A proposed budget revision is currently under review. Grant management/project administration may be UP TO 10% of the project cost.

Selected slides from the Public Hearing held on June 30, 2022 are provided below. You can see the entire presentation here: <https://www.ci.smithville.tx.us/our-community/news/tda-grant-program-application/344/>



TDA-GO Grant Requirements

- Two Year Grant Program
 - First Year: Primarily Construction & Planning
 - Second Year: Implementation
- 10% Match Requirement
 - \$100,000 over two years
 - May include “In-Kind” and ARPA
- City is required to maintain facilities as described for 7 years
- Low-Moderate Income Goal Required

TDA-GO Grant Proposal: Innovation Center (\$660,000)



- **Membership-Based Program**
 - Sustainability of SWTC: Paid revenue through rentals/membership
 - Membership levels starting with daily rates for basic services
 - Annual rates for higher-level services and fees associated with menu of options
 - "Rental" for eligible program participants for Skilled Trades Bays and Office
- **Skilled Trades Bays/Office Cubicles**
 - Eligible participants will enroll in "own your own business" training
 - Two bays and 10 office cubicles to be rented out at below-market rate to entrepreneurs who are ready to move out of garage/kitchens but not yet able for brick and mortar space in town
 - Rental rates to increase each year over three years to get closer to market rate
- **Classroom Space**
 - Additional space for classroom experiences, particularly in skilled trades and other fields as programs grow
- **Office Space**
 - SWTC Office Space for staffing needs
 - Office amenities available to professionals who would be available for consultation with Innovation Center Members
 - Office needs for members (conference room, copy machine, etc.)

TDA-GO Grant Proposal: Innovation Center



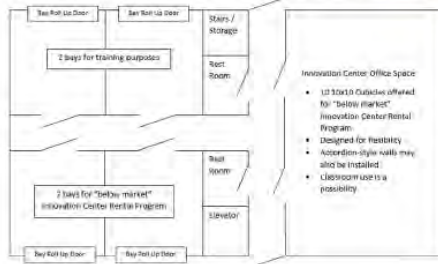
- Proposed "Innovation Center"
- Skilled Trades Bays
 - Cubical Space
 - Classroom Space
 - SWTC Office Space

PROOF OF CONCEPT
Building use will be flexible; it can be converted to office space and classrooms if the rental space concept does not work.

TDA-GO Grant Proposal: Innovation Center



Proposed 3,000-4,000 square-foot facility to be constructed at 400 Fawcett



NOTE: 20% of construction costs must be dedicated to ADA Compliance (restrooms, ramps, signage, parking spaces, elevator, etc.)

Rough Draft for first floor (second floor: office/classroom/conference room space)

TDA-GO Grant Proposal: Façade Grants



- Proposed \$20,000 from TDA Grant program
- "Downtown Revitalization" Component of Plan
- Anticipated to assist 20 applicants (10 per year)
- Façade Grant program to Business/Building Owners
 - Administered through Chamber
 - 50/50 matching program (up to an approved threshold)
 - Business/building owners will apply for grant
 - Eligible expenses to potentially include:
 - Fixing/replacing windows
 - Painting brickwork
 - New paint
 - Within Historic Commercial District, must apply for Certificate of Appropriateness with Historic Preservation/Design Standards Advisory Committee

Item #16

MAYOR
SHARON FOERSTER

MAYOR PROTEM
TOM ETHEREDGE

COUNCIL MEMBERS
JANICE BRUNO
JIMMY JENKINS
TYRONE WASHINGTON
MITCH JAMESON

CITY MANAGER
ROBERT TAMBLE



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

October 2, 2023

**Ms. Diana Schulze, P.E.
TxDOT Area Engineer
Bastrop Area Office
174 SH 21 East
Bastrop, Texas 78602**

**RE: Request for Concurrence
City of Smithville
Transportation Alternatives Program
NW 1st St. Sidewalks & Main St. Ramps
CSJ No. 0914-18-118**

Dear Ms. Schulze:

The bid opening for the City of Smithville's Transportation Alternatives Program NW 1st Street Sidewalks and Main Street ADA Ramps (CSJ No. 0914-18-118) was held on Thursday, September 14, 2023. In total, BEFCO Engineering, Inc. (Project Engineer) sent the bid advertisement for the project to 55 contractors and 13 plan rooms during the bidding process. In addition, the bid advertisement was also placed in the August 23rd and 30th editions of the Bastrop Advertiser. Of those contacted, a total of 6 contractors and 4 plan rooms requested plan sets and bid documents. At the bid opening, the City received four (4) bids for the project (see attached bid tally) ranging from \$314,492.76 to \$659,205.67 for the total base bid (Items 1-23). The low bidder for the project was WJC Constructors Services, LLC of Smithville.

BEFCO Engineering's estimate for the project was \$603,627. Thus, of the bids received, two were lower than the engineer's estimate and two were higher. Of the two bids that were lower than the estimate, one was approximately 23.5 percent lower; and the other was 47.9 percent lower. Because there was a significant difference between the low bidder's price and the engineer's estimate and between the two (2) low bidders' overall prices, BEFCO Engineering contacted William Cook, owner of WJC Constructors Services, LLC to confirm there was no mistake in his pricing and that he was comfortable constructing the project per the design plans for \$314,492.76. Per Tim Sanders, P.E. of BEFCO Engineering, he spoke with Mr. Cook on September 14th. While Mr. Cook acknowledged the difference in pricing, he confirmed his capability for constructing the project per the design plans for the pricing that was given. Further, he also indicated he has completed other sidewalk projects similar in size and scope in Cedar Park, Seguin, and Yoakum and was currently constructing a project similar in size and scope in the City of Lexington. While the City has not worked with WJC Constructors Services on any sidewalk related projects, the City has worked with the contractor on the successful completion of three drainage and utility projects within the City in the last four years.

Finally, per BEFCO Engineering's review of their bid submittal (see attached), WJC Constructors Services did provide a complete bid submittal package and was not missing any items. Based on their review of the bid submittal and WJC's confirmation of their capability to construct the project as designed for the price given; BEFCO Engineering considers WJC to have submitted the lowest, most responsive bid and would recommend the project be awarded to them in the amount of \$314,492.76.

We are submitting the attached bid tally and WJC's bid submittal for your review and to request concurrence with our findings and recommendation. Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,



Jill Strube, Grants Administrator

Attachments: Bid Tab Summary, WJC Constructors Services Bid Submittal

Cc: Robert Tamble, City Manager (via e-mail); Edward Balusek, Director of Public Works (via e-mail); Tim Sanders, Project Engineer (via e-mail); Brenda Retzlaff, Design Tech III (via e-mail)

TLS:bms

CITY OF SMITHVILLE

Transportation Alternatives Program - CSJ No. 0914-18-118 - Federal Aid Project No. STP 2022 (525) TAPS

NW 1st Street Sidewalks and Main Street ADA Ramps

BEFCO JOB NO. 21-7919

September 14, 2023

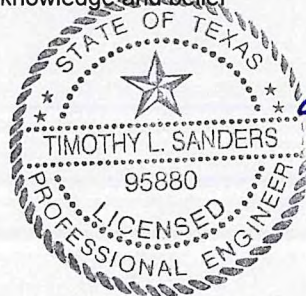
Item No.	Est. Qty.	Units	Description in Words	WJC Constructors Services, LLC PO Box 104 Smithville, TX 78957		304 Construction, LLC 1083 FM 812 Ste I-9 Cedar Creek, TX 78612		M & C Fonseca Const. Co., Inc. 1901 Prairie Creek Rd. Granite Shoals, TX 78654		Myers Concrete 2301 FM 3237 Wimberley, TX 78676	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1940.3	SY	REMOVING CONC (MISC)	\$9.00	\$17,462.70	\$27.00	\$52,388.10	\$40.00	\$77,612.00	\$33.00	\$64,029.90
2	2	EA	REMOVE STR (INLET)	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00	\$4,452.00	\$8,904.00
3	127	LF	REMOVE STR (PIPE)	\$20.00	\$2,540.00	\$20.00	\$2,540.00	\$37.00	\$4,699.00	\$46.88	\$5,953.76
4	1036.6	SY	CONC SIDEWALKS (5")	\$63.00	\$65,305.80	\$125.00	\$129,575.00	\$78.00	\$80,854.80	\$104.63	\$108,459.46
5	393.5	SY	CURB RAMPS	\$60.00	\$23,610.00	\$150.00	\$59,025.00	\$310.00	\$121,985.00	\$234.38	\$92,228.53
6	145.8	SY	REMOVE AND RELAY PAVERS	\$45.00	\$6,561.00	\$120.00	\$17,496.00	\$162.00	\$23,619.60	\$187.70	\$27,366.66
7	615.3	SY	DRIVEWAYS (CONC)	\$60.00	\$36,918.00	\$125.00	\$76,912.50	\$135.00	\$83,065.50	\$126.02	\$77,540.11
8	1108	LF	CONC CURB & GUTTER (TYII)	\$27.00	\$29,916.00	\$30.00	\$33,240.00	\$55.00	\$60,940.00	\$42.85	\$47,477.80
9	410.9	SY	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	\$55.00	\$22,599.50	\$30.00	\$12,327.00	\$63.00	\$25,886.70	\$85.43	\$35,103.19
10	29.7	LF	CAST-IN-PLACE TRENCH DRAIN (SIDEWALK DRAIN)	\$140.00	\$4,158.00	\$120.00	\$3,564.00	\$150.00	\$4,455.00	\$646.17	\$19,191.25
11	250.3	LF	CAST-IN-PLACE TRENCH DRAIN (CONCRETE TROUGH)	\$150.00	\$37,545.00	\$25.00	\$6,257.50	\$225.00	\$56,317.50	\$127.14	\$31,823.14
12	1	EA	JCTBOX(COMPL)(PJB)(4FTX4FT)	\$4,743.00	\$4,743.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$7,385.96	\$7,385.96
13	2	EA	INLET (COMPL)(PCO)(5FT)(NONE)	\$5,435.00	\$10,870.00	\$2,000.00	\$4,000.00	\$12,000.00	\$24,000.00	\$8,888.74	\$17,777.48
14	46	LF	THERMOPLASTIC PIPE (12-INCH)(PP)	\$90.50	\$4,163.00	\$100.00	\$4,600.00	\$75.00	\$3,450.00	\$97.68	\$4,493.28
15	49	LF	THERMOPLASTIC PIPE (18-INCH)(PP)	\$106.24	\$5,205.76	\$100.00	\$4,900.00	\$95.00	\$4,655.00	\$105.19	\$5,154.31
16	20	LF	THERMOPLASTIC PIPE (24-INCH)(PP)	\$161.00	\$3,220.00	\$120.00	\$2,400.00	\$130.00	\$2,600.00	\$112.71	\$2,254.20
17	1	EA	WATER SERVICE RPL & RECON (1")	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,548.79	\$3,548.79

Item No.	Est. Qty.	Units	Description in Words	WJC Constructors Services, LLC PO Box 104 Smithville, TX 78957		304 Construction, LLC 1083 FM 812 Ste I-9 Cedar Creek, TX 78612		M & C Fonseca Const. Co., Inc. 1901 Prairie Creek Rd. Granite Shoals, TX 78654		Myers Concrete 2301 FM 3237 Wimberley, TX 78676	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
18	1	EA	FIRE HYDRANT RELOCATE & RECONNECT	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$15,092.78	\$15,092.78
19	6	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$2,000.00	\$12,000.00	\$500.00	\$3,000.00	\$3,000.00	\$18,000.00	\$3,756.95	\$22,541.70
20	1	LS	MOBILIZATION	\$14,950.00	\$14,950.00		\$29,991.90		\$25,000.00		\$53,734.52
21	50	EA	SANDBAGS FOR EROSION CONTROL	\$20.00	\$1,000.00	\$5.00	\$250.00	\$50.00	\$2,500.00	\$37.57	\$1,878.50
22	200	SY	BLOCK SODDING	\$8.90	\$1,780.00	\$20.00	\$4,000.00	\$23.00	\$4,600.00	\$22.54	\$4,508.00
23	15	MG	VEGETATIVE WATERING	\$183.00	\$2,745.00	\$200.00	\$3,000.00	\$675.00	\$10,125.00	\$183.89	\$2,758.35
TOTAL BASE BID (ITEM NOS. 1-23)					<u>\$314,492.76</u>		<u>\$461,967.00</u>		<u>\$649,765.10</u>		<u>\$659,205.67</u>

I certify that this is correct and true to the best of my knowledge and belief
BEFCO Engineering, Inc. (F-2011)



Timothy Sanders, P.E.
Registration No. 95880
September 14, 2023



9-14-23

Notes:

1. For 304 Construction LLC, the unit price quoted by written words did not match the unit price quoted by numerical value for Line Item No. 3. In the event of discrepancies in unit prices quoted by written words or by numerical value, the written words will prevail and the total bid amount will be adjusted based on written words. Total was adjusted accordingly.

2. For Myers Concrete, addition error in base bid on submitted bid proposal. Base bid shown is the corrected amount (increase of \$2.01).

Item #17

Ordinance No: 2023-640

ORDINANCE AMENDING THE 2022-2023 BUDGET OF THE CITY OF SMITHVILLE, TEXAS.

WHEREAS, The City of Smithville adopted a budget for the 2022/2023 Budget Year beginning October 1, 2022; and

WHEREAS, The City of Smithville has experienced unusual and unforeseen conditions since the adoption of the budget; and

WHEREAS, it is declared by the City Council that grave public necessities have taken place since the adoption of the budget.

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

SECTION 1:

The amendment to the budget be adopted to include the following revisions to the General Fund as per the attached schedule (Exhibit A);

SECTION 2:

The amendment to the budget is adopted to include in the following revisions to the Utility Fund as per the attached schedule (Exhibit B).

SECTION 3:

The amendment to the budget is adopted to include in the following revisions to the Debt Services Fund as per the attached schedule (Exhibit C).

PASSED, this 16th Day of October 2023, at the Council meeting of the City Council of the City of Smithville, there being a quorum present, by __ yeas, __ nays, and __ absent

Approved:

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

EXHIBIT A

**CITY OF SMITHVILLE
GENERAL FUND
SUMMARY BUDGET REVISIONS
FOR YEAR ENDED 9/30/2023**

	Original Budget	Adjustments	Revised Budget
REVENUES:			
Taxes	2,719,714	33,900	2,753,614
Licenses & Permits	120,522	(24,310)	96,212
Services	1,357,667	65,663	1,423,330
Court	60,450	(9,778)	50,672
Miscellaneous	238,400	79,958	318,358
Contributions	177,223	18,941	196,164
Utility Transfer	1,264,325	0	1,264,325
Total Revenues	5,938,301	164,374	6,102,675
EXPENSES:			
Administration	469,292	(23,535)	445,757
Finance	84,059	216	84,275
Police	1,480,386	(111,793)	1,368,593
Animal Control	66,515	(2,015)	64,500
Court	86,938	(12,473)	74,465
Fire	91,778	(9,925)	81,853
Library	421,917	(31,207)	390,710
Parks & Recreation	383,196	43,274	426,470
Recreation Center	366,433	9,807	376,240
Community Service	87,460	(5,950)	81,510
Street & Alley	603,303	54,427	657,730
Solid Waste	1,322,199	(20,756)	1,301,443
Enforcement/Inspection	130,674	(16,555)	114,120
Cemetery	124,725	(65)	124,660
Airport	53,955	49,827	103,782
Economic Development	165,471	(11,911)	153,560
Total Expenses	5,938,301	(88,634)	5,849,667
REVENUE OVER/(UNDER) EXPENSES:	-	253,008	253,008

CITY OF SMITHVILLE						
GENERAL FUND						
BUDGET AMENDMENTS - REVENUES						
FOR YEAR ENDING 9/30/2023						
	2022-2023	2022-2023	ORIGINAL	2022-2023	2022-2023	
	ACTUAL YTD	ORIGINAL	% OF BUDGET	BUDGET	FINAL	
	at 9/30/23	BUDGET	USED/COLLECTED	ADJUSTMENT	BUDGET	EXPLANATION
COURT REVENUES						
Fines	31,685	40,000	79.21%	(8,315)	31,685	
Admin Fees	454	950	47.78%	(496)	454	
CJP Arrest Fees	2,748	3,500	78.52%	(752)	2,748	
Court Costs	12,821	15,500	82.72%	(2,679)	12,821	
Remedies	1,744	500	348.78%	1,244	1,744	
Court Technology	1,220	0	0.00%	1,220	1,220	
Total Court Revs	50,672	60,450	83.82%	(9,778)	50,672	
MISC. SALES & REVS						
Cemetery Plots	21,750	20,000	108.75%	1,750	21,750	
Franchise Fee - Utility	175,000	175,000	100.00%	(0)	175,000	
Interest Income	35,502	6,400	554.73%	29,102	35,502	interest rate income greater than anticipated
Rents	5,000	0	0.00%	5,000	5,000	for ACC's use of Riverbend Show Barn (Workforce Training Center)
Credit Card Usage Fee	6,184	5,000	123.68%	1,184	6,184	
Misc Rev/Ins Recovery	50,532	27,000	187.15%	23,532	50,532	TMLIRP workers comp audit refund, misc items sold at GovDeals auction, unused HRA funds of terminated employees, property lien past due interest and filing fees
Sale of Fixed Assets	24,390	5,000	487.80%	19,390	24,390	police, streets, & solid waste units sold at auction
Transfer in from Utility	1,264,325	1,264,325	100.00%	0	1,264,325	
Other Rev-Lease Purchase	0	0	0.00%	0	0	
Total Misc. Revs	1,582,683	1,502,725	105.32%	79,958	1,582,683	
CONTRIBUTIONS						
Public Sources	105,432	143,064	73.70%	(31,632)	111,432	St David's Foundation Libraries for Health & Community Engagement Coordinator grant (revenue moved to unearned)
Private Sources	7,028	1,500	468.52%	(472)	1,028	
Grants	50,070	3,459	1447.54%	46,611	50,070	RAMP grant (airport)
Volunteer Fire Dept	22,634	22,200	101.96%	434	22,634	
B. Hewatt	11,000	7,000	157.14%	4,000	11,000	
Tocker Foundation	0	0	0.00%	0	0	
Total Contributions	196,164	177,223	110.69%	18,941	196,164	
TOTAL REVENUES	6,104,615	5,938,301	102.80%	164,374	6,102,675	

CITY OF SMITHVILLE						
GENERAL FUND						
BUDGET AMENDMENTS - EXPENSES						
FOR YEAR ENDING 9/30/2023						
	2022-2023	2022-2023	ORIGINAL	2022-2023	2022-2023	
	ACTUAL YTD	ORIGINAL	% OF BUDGET	BUDGET	FINAL	
	at 9/30/23	BUDGET	USED/COLLECTED	ADJUSTMENT	BUDGET	EXPLANATION
ADMINISTRATION						
Personnel	205,595	247,179	83.18%	(41,584)	205,595	employee turnover
Services	146,339	136,908	106.89%	19,431	156,339	advertising fees, legal fees
Supplies & Materials	26,797	44,610	60.07%	(11,813)	32,797	building maintenance savings
	51,025	40,595	125.69%	10,430	51,025	Waste Management garbage service for HOME grant (city match); layout and stripe school crosswalks
Capital	0	0	0.00%	0	0	
Transfer to Sidewalk Grants	0	0	0.00%	0	0	
Total Admin Expense	429,757	469,292	91.58%	(23,535)	445,757	
FINANCE						
Personnel	57,307	54,829	104.52%	2,478	57,307	
Services	25,442	27,530	92.41%	(2,088)	25,442	
Supplies & Materials	1,523	1,700	89.57%	(173)	1,527	
Other	0	0	0.00%	0	0	
Total Finance Expense	84,271	84,059	100.25%	216	84,275	
POLICE						
Personnel	1,162,090	1,272,120	91.35%	(110,030)	1,162,090	employee turnover - police officer positions not filled part of the year
Services	38,696	37,074	104.38%	1,622	38,696	
Supplies & Materials	113,476	112,180	101.16%	1,496	113,676	
Other	52,130	59,012	88.34%	(4,882)	54,130	
Capital Expenditures	0	0	0.00%	0	0	
Total Police Expense	1,366,393	1,480,386	92.30%	(111,793)	1,368,593	
ANIMAL CONTROL						
Personnel	50,743	50,765	99.96%	(22)	50,743	
Services	9,229	9,850	93.69%	(621)	9,229	
Supplies & Materials	4,127	5,500	75.03%	(1,372)	4,128	
Other	398	400	99.47%	0	400	
Capital Expenditures	0	0	0.00%	0	0	
Total Animal Control Exp	64,497	66,515	96.97%	(2,015)	64,500	
COURT						
Personnel	56,450	63,905	88.33%	(7,453)	56,452	
Services	17,838	22,388	79.68%	(4,550)	17,838	legal fees
Supplies & Materials	130	600	21.65%	(470)	130	
Other	44	45	97.24%	0	45	
Total Court Exp	74,462	86,938	85.65%	(12,473)	74,465	

CITY OF SMITHVILLE						
GENERAL FUND						
BUDGET AMENDMENTS - EXPENSES						
FOR YEAR ENDING 9/30/2023						
	2022-2023	2022-2023	ORIGINAL	2022-2023	2022-2023	
	ACTUAL YTD	ORIGINAL	% OF BUDGET	BUDGET	FINAL	
	at 9/30/23	BUDGET	USED/COLLECTED	ADJUSTMENT	BUDGET	EXPLANATION
FIRE						
Personnel	1,808	1,808	100.00%	0	1,808	
Services	9,431	12,695	74.29%	(3,264)	9,431	
Supplies & Materials	34,179	39,650	86.20%	(4,471)	35,179	
Other	35,435	37,625	94.18%	(2,190)	35,435	
Capital Expenditures	0	0	0.00%	0	0	
Total Fire Expense	80,853	91,778	88.10%	(9,925)	81,853	
LIBRARY						
Personnel	302,831	302,698	100.04%	133	302,831	
Services	15,093	16,584	91.01%	(1,491)	15,093	
Supplies (includes Donation/Grant exp)	68,263	98,110	69.58%	(29,847)	68,263	St David's Foundation Libraries for Health grant
Other	4,523	4,525	99.96%	(2)	4,523	
Capital Expenditures	0	0	0.00%	0	0	
Total Library Expense	390,710	421,917	92.60%	(31,207)	390,710	
COMMUNITY SERVICE						
Allocated Support	81,509	87,460	93.20%	(5,950)	81,510	electricity and water savings
Total Community Svc Exp	81,509	87,460	93.20%	(5,950)	81,510	
PARKS & RECREATION						
Personnel	271,637	263,181	103.21%	8,456	271,637	
Services	30,621	31,025	98.70%	(404)	30,621	
Supplies & Materials	104,565	70,650	148.00%	33,915	104,565	Splash Pad repairs, Little League concession stand roof repair, porta potty rental for Keilberg Park, playground surfacing, automotive & machinery
Other	8,858	18,340	48.30%	(9,483)	8,857	entrance sign at Riverbend Park not installed
Capital Expenditures	10,791	0	0.00%	10,791	10,791	construction of Railroad Park Pavilion
Total Parks & Recr Exp	426,471	383,196	111.29%	43,274	426,470	
RECREATION CENTER						
Personnel	230,338	237,999	96.78%	(7,662)	230,337	
Services	89,509	82,234	108.85%	7,275	89,509	electricity
Supplies & Materials	46,975	36,800	127.65%	10,175	46,975	repair A/C, service basket goals in gym
Other-Special Projects	9,420	9,400	100.21%	20	9,420	
Capital Expenditures	0	0	0.00%	0	0	
Total Recreation Center Exp	376,241	366,433	102.68%	9,807	376,240	

CITY OF SMITHVILLE						
GENERAL FUND						
BUDGET AMENDMENTS - EXPENSES						
FOR YEAR ENDING 9/30/2023						
	2022-2023	2022-2023	ORIGINAL	2022-2023	2022-2023	
	ACTUAL YTD	ORIGINAL	% OF BUDGET	BUDGET	FINAL	
	at 9/30/23	BUDGET	USED/COLLECTED	ADJUSTMENT	BUDGET	EXPLANATION
AIRPORT						
Services	38,123	39,635	96.19%	(1,512)	38,123	
Supplies & Materials	6,447	5,600	115.13%	847	6,447	
Other	59,211	8,720	679.02%	50,491	59,211	RAMP grant expenditures - runway rehabilitation, crackseal, sealcoat ramp & taxiways, restripe, paving around B19 hangar
Capital Expenditures	0	0	0.00%	0	0	
Total Airport Expense	103,782	53,955	192.35%	49,827	103,782	
GRANTS & ECO DEVELOPMENT						
Personnel	101,128	101,988	99.16%	(860)	101,128	
Services	13,646	16,270	83.87%	(2,624)	13,646	
Supplies & Materials	145	500	29.10%	(355)	145	
Other	38,641	46,713	82.72%	(8,072)	38,641	Facade grant, St David's Foundation Community Engagement Coordinator
Capital Expenditures	0	0	0.00%	0	0	
Total Grant & Eco Development Exp	153,560	165,471	92.80%	(11,911)	153,560	
TOTAL EXPENSES						
	5,828,958	5,938,301	98.16%	(88,634)	5,849,667	

EXHIBIT B

**CITY OF SMITHVILLE
UTILITY FUND
SUMMARY BUDGET REVISIONS
FOR YEAR ENDED 9/30/2023**

	Original Budget	Adjustments	Revised Budget
REVENUES:			
Electrical	5,516,265	178,566	5,694,831
Water	1,076,000	31,544	1,107,544
Wastewater	824,500	94,478	918,978
Miscellaneous	612,302	29,108	641,410
Total Revenues	8,029,067	333,695	8,362,762
EXPENSES:			
Administration	3,102,993	75,900	3,178,893
Electrical	3,674,766	245,630	3,920,396
Recycling	67,009	(5,484)	61,525
Water	352,231	73,383	425,614
Wastewater	832,068	35,726	867,794
Total Expenses	8,029,067	425,155	8,454,222
REVENUE OVER/(UNDER) EXPENSES:			
	-	(91,460)	(91,460)

CITY OF SMITHVILLE						
UTILITY FUND						
BUDGET AMENDMENTS - REVENUES						
FOR YEAR ENDING 9/30/2023						
	2022-2023	2022-2023	ORIGINAL	2022-2023	2022-2023	
	ACTUAL YTD	ORIGINAL	% OF BUDGET	BUDGET	FINAL	
	at 9/30/23	BUDGET	USED/COLLECTED	ADJUSTMENT	BUDGET	EXPLANATION
ELECTRIC						
Residential Electric	3,435,791	3,333,960	103.05%	101,831	3,435,791	
Small Genl Electric	561,690	496,000	113.24%	65,690	561,690	
Large Genl Electric	1,387,424	1,440,300	96.33%	(52,876)	1,387,424	
Public Lighting	13,944	14,000	99.60%	(56)	13,944	
Interdepartmental	166,436	173,725	95.80%	(7,289)	166,436	
Electric Opt Out Fees	2,100	2,280	92.11%	(180)	2,100	
Charge for Svcs - Electric	127,445	56,000	227.58%	71,445	127,445	underground services for Creekside RV & Family Dollar
Total Electric Revs	5,694,831	5,516,265	103.24%	178,566	5,694,831	
WATER						
Metered Sales	1,049,817	1,014,500	103.48%	35,317	1,049,817	
Unmetered Sales	1,227	1,500	81.77%	(274)	1,227	
Water Taps	56,500	60,000	94.17%	(3,500)	56,500	
Total Water Revs	1,107,544	1,076,000	102.93%	31,544	1,107,544	
WASTEWATER						
Flat Rate Charge	841,978	779,500	108.02%	62,478	841,978	
Sewer Taps	77,000	45,000	171.11%	32,000	77,000	
Total WasteW Revs	918,978	824,500	111.46%	94,478	918,978	
MISC. SALES & REVS						
Utility Svc Transfer Fee	750	825	90.91%	(75)	750	
Rents	25,300	25,275	100.10%	25	25,300	
Grants	0	0	0.00%	-	-	
W/WW Imp Fee - '19 CO's	147,160	147,500	99.77%	(340)	147,160	
Drainage/System Imp Fee	144,471	142,250	101.56%	2,221	144,471	
Utility Penalties	171,474	175,000	97.98%	(3,526)	171,474	
Interest Income	42,491	10,500	404.68%	31,991	42,491	interest rate income greater than anticipated
Credit Card Usage Fee	29,060	24,750	117.41%	4,310	29,060	
Misc Income/Ins Recovery	15,976	10,175	157.01%	5,801	15,976	
QECB Treasury Subsidy	55,272	51,027	108.32%	4,245	55,272	
Sale of Fixed Assets	0	3,000	0.00%	(3,000)	-	no fixed assets sold
Sale of Recyclables	9,456	22,000	42.98%	(12,544)	9,456	
Total Misc. Revs	641,410	612,302	104.75%	29,108	641,410	
TOTAL REVENUES	8,362,762	8,029,067	104.16%	333,695	8,362,762	

EXHIBIT C

**CITY OF SMITHVILLE
DEBT SERVICE FUND
SUMMARY BUDGET REVISIONS
FOR YEAR ENDED 9/30/2023**

	2022-2023 Actual YTD @ 9/30/23	2022-2023 Original Budget	Adjustments	2022-2023 Revised Budget
REVENUES:				
Property Taxes	659,881	659,968	(87)	659,881
Drainage/System Imp Utility Fees	87,000	87,000	0	87,000
Transfer In	0	0	0	0
Interest	18,059	0	18,059	18,059
Total Revenues	764,940	746,968	17,972	764,940
EXPENSES:				
Bond P&I Pymts '18 C of O's (refin '09)	318,171	318,171	0	318,171
Bond P&I Pymts '19 C of O's	26,675	26,675	0	26,675
Tax Note, Series 2021	106,385	106,384	1	106,385
Tax Note, Series 2022	295,807	295,738	69	295,807
Total Expenses	747,038	746,968	70	747,038
REVENUE OVER (UNDER) EXPENSES:	17,902	0	17,902	17,902

Item #18

RTA America, Inc.
ENCROACHMENT AND POLE ATTACHMENT AGREEMENT

THIS ENCROACHMENT AND POLE ATATCHMENT AGREEMENT (“Agreement”) is made by and between the City of Smithville, TX (“City”) and RTA America, Inc., (RTA) RTA to set forth the terms and conditions under which the City will permit RTA to build, maintain, and use certain improvements within the City property and right-of-way AND USE City-owned utility poles. Subject to the following terms and conditions of this agreement, RTA shall have the right to construct and maintain conduit, handholds, manholes, and other equipment necessary to provide fiber optic broadband internet services (“Fiber Equipment”) within the City right of way as well as on and adjacent to City-owned utility poles.

1. RTA may attach its Fiber Equipment to City-owned utility poles both directly and via over-lashing at a cost of \$14.00/per pole/year increase by \$1.00 per pole per year until reaching \$18.00/per pole/year with the following year increase by \$0.50. RTA shall provide City with an annual report detailing the number of poles and pay accordingly with payments made at the beginning of each Agreement year base on previous years inventory report. RTA will provide a baseline inventory at the time of agreement execution and pay accordingly for the base year on the inventory count at the time of execution.
2. RTA shall have the right to attach non-current carrying fiber drops to drop poles to provide Services to customers.
3. RTA shall carry and keep in force, while this Agreement is in effect, insurance contracts, policies and protection in a reliance company or companies satisfactory to City for amounts or coverage meeting the following minimum requirements:

A. Comprehensive general liability insurance and independent contractors insurance, with minimum limits of \$500,000 each occurrence for bodily injury, and \$250,000 each occurrence and \$500,000 aggregate for property damage, including coverage for damage caused by blasting, collapse of structural injury, and/or damage to underground facilities, protecting City against and in respect to all matters, liabilities, contingencies, and responsibilities created, referred to or touched upon in this Agreement, including, without limiting the foregoing, contractual liability insurance covering RTA’s obligations under this Agreement with minimum limits of \$500,000 each occurrence for bodily injury, and \$250,000

each occurrence and \$500,000 aggregate for property damage to indemnify and to so hold City harmless.

B. RTA shall also carry and keep in force, while this Agreement is in effect, Workers' Compensation insurance in compliance with the laws of Texas and employer's liability insurance with minimum limits of \$500,000.

C. RTA shall furnish City with certificates of insurance showing that such insurance is in force and will not be cancelled or modified without thirty (30) days' prior written notice.

4. RTA agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of RTA's use of the right of way for private purposes, or from the failure of the RTA's improvements.
5. This agreement shall be in effect for five (5) years beginning on execution of this document and automatically renewing it monthly thereafter.
6. Notifications under this Agreement shall be sent to the following:

City:

Smithville, Texas
City Manager
City of Smithville
P.O. Box 449
Smithville, TX 78957

RTA:

RTA Tower Manager

RTA America, Inc.
P.O. Box 940623
Houston, TX 77094

7. The parties agree to conduct themselves reasonably and in good faith in implementing the terms of this Agreement.
8. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

9. The license and conditions as stated in the agreement, are binding on the successors in title or interest of RTA.
10. This Agreement, , embodies the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties.
11. This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the United States and the State of Texas.
12. Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.
13. Neither party shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, governmental regulations, embargoes, work stoppages, epidemics/pandemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers.

IN WITNESS WHEREOF, the parties hereto have their respective officers who are duly authorized to execute this Agreement below.

City of Smithville

RTA



Signature

Signature

Name, Title

Randall Schwartz
Name, Title

Exhibit A

Base Inventory as of October 2023: 518 Poles

Item #19

RTA America, Inc.
WATER TOWER LEASE AGREEMENT

This agreement made and entered into as of the ____ day of _____ 202__ by and between the WATER TOWER OWNER the City of Smithville, TX, a municipal corporation organized and existing under the laws of the State of Texas, (hereafter referred to as "Owner"), and RTA America, Inc. (RTA), an internet Service Provider organized and existing under the laws of the State of Texas, (hereinafter referred to as "RTA").

WITNESSETH:

WHEREAS, the Owner owns water towers located on 452 NW 5th St., and 106 Royston St. and 800 E. Hwy 71 in Smithville, Texas; and

WHEREAS, RTA desired to install, remove, replace, maintain, and operate at its expense, a wireless broadband service system facility, including antennae to be mounted on top of the water tower on each site listed above, and a weather utility service housing for the communications service system fixtures and equipment, and necessary appurtenances; and in consideration of the provisions, terms, conditions and covenants contained herein, the Owner and RTA do mutually covenant and agree as follows:

1. Rented Space. Owner hereby leases nonexclusive space on top of its water tower for antennae and mounts at locations to be selected by RTA so long as they do not interfere with service provided by antennae currently located on said tower and do not interfere with the openings to the tower, the ladders, braces, paint removal, or painting of the tower and is in full compliance with all state and/or federal laws or the rules and regulations of any agency or instrumentality thereof. The Owner also hereby rents to RTA an area of land near the base of the tank (tower) on which to install one utility box.
2. Term. The term of this agreement (the "Initial Term") is five (5) years, commencing on the date RTA signs. This agreement shall be automatically renewed for an additional five (5) year period ("Renewal Term"), unless RTA or Owner provides notice of intention not to renew not less than six months days prior to the expiration of the Initial Term or any Renewal Term.
3. Rent. Rent to be paid annually beginning on the commencement date and on each anniversary of it. The annual rent for each site will be:

\$1500 for 800 E. Hwy 71

\$1500 for 106 Royston St.

\$300 for 452 NW 5th St.

For a total of **\$3,300.**

4. Title and Quiet Possession. The Owner represents and agrees (a) that it is the owner of the site, (b) that it has the right to enter into this agreement, (c) that the person signing this agreement has the authority to sign, (d) that RTA is entitled to access the site, including inside any security fence or area, at all times through out the terms of the agreement so long as RTA is not in default of this agreement.
5. Installation. In no event shall RTA pierce or drill into the exterior of the water tank. RTA agrees that it will provide the Owner a written proposal addressing the installation of antenna and that such proposal shall be approved by the Owner Council prior to installation.
6. Interference. RTA will resolve technical problems with other equipment located at the site on the commencement date.
7. Utilities. The Owner will furnish 120-volt AC power at the utility box at the base of the water tower. There is not an additional fee for the use of the power. Power consumption will be minimal with use in the range of 1 amp at less than 30 watts DC.
8. Maintenance of Area. RTA shall make no alterations to the water tower or related facilities which will compromise or impair the integrity of the structure. RTA shall exercise special precautions to avoid damaging the facilities of the Owner, and RTA hereby assumes all responsibility for any and all loss or such damage created by RTA, its employees or agents. RTA agrees to make an immediate report to the Owner of any installation/maintenance of RTA's facilities and occurrence of damage. Water tower maintenance is the responsibility of the Owner. The Owner shall not move, disconnect or adjust, in any way, RTA's equipment without the supervision of a RTA representative on site. RTA acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the water tower and the Owner shall incur no liability to RTA for any injury, expense, or claim incurred by RTA during any such repair or renovation.
9. Insurance. RTA shall maintain, at its sole cost during the terms of this Lease, commercial general liability insurance insuring RTA against liability for personal injury, death or damage to personal property arising out of the use of the Leased Premises. Such insurance shall provide coverage in an amount not less than one million (\$1,000,000.00) for property damage.
10. Indemnity. RTA shall carry insurance to indemnify, protect, and save harmless the Owner from any and all claims and demands for damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of RTA antennas, cable, equipment and necessary appurtenances at the water tower site. RTA shall also indemnify, protect, and save harmless the Owner from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of RTA's facilities, including by not limited to taxes, special charges by others, claims and demands for damages or less for infringement of copyrights, libel and slander, unauthorized use of frequencies, etc.

11. TRANSFER. In the event of the sale, assignment or conveyance of the Premises, the building or area, LESSOR agrees that purchaser will recognize the validity of this lease and the RTA continuing interest here. RTA will have the right to transfer this Agreement with LESSOR's consent. LESSOR will have the right to sell its property, structures and improvements without any ongoing obligation to RTA, however, LESSOR will have no right to transfer this Agreement without RTA's prior written consent.
12. Termination. Either party may terminate this lease upon six months' notice in writing without liability for further rent or damages at any time. Notifications under this Agreement shall be sent to the following:

City:

City Manager
City of Smithville
P.O. Box 449
Smithville, TX 78957

RTA:

RTA Tower Manager
RTA America, Inc.
P.O. Box 940623
Houston, TX 77094

13. Hazardous Substance. RTA shall not introduce or use any such substance on the site in violation of any applicable law. RTA understands that if the Owner needs to remove the old paint and repaint the water tower and the old paint contains sufficient levels of lead that it will require special handling and containment in its removal. RTA agrees to cooperate fully with the Owner in whatever steps are necessary for the removal of the old paint and the repainting of the water tower. RTA agrees to hold the Owner harmless of any interruption of service or possible damage of their equipment during this process.
14. Default. If RTA fails to make any payment of any sum due under this Lease Agreement within thirty (30) days after its due date, or fails to cure a breach of any other provision of this Lease Agreement within thirty (30) days after receipt of written notice from Owner, Owner may terminate this Lease Agreement and shall be entitled to any other rights or remedies available at law or in equity. Should Owner fail to cure any breach by Owner of any provision of this Lease Agreement within thirty (30) days after receipt of written notice and demand, RTA shall be entitled to avail itself of all rights and remedies available at law or in equity, including, but not limited to, terminating this Lease Agreement.
15. Miscellaneous. (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed by

the laws of the State of Texas; (c) this agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law; (e) Each party represents and warrants that it has full authority to enter into and sign this Lease; (f) RTA shall peaceably and quietly have, hold and enjoy the Leased Premises.

Owner:

RTA

By: _____

By: Randall Schwartz, CEO

Name, Title

Name, Title

Item #20

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: October 13, 2023
RE: September Financial Reports

Please find attached the Financial Report for September. Keep in mind these are only **preliminary** figures. The Finance Department is still in the process of receiving and paying invoices for September and making fiscal year end accrual and adjusting entries. Major expenditures included:

- ❖ purchase of recycled road base materials and the delivery fee - \$19,544
- ❖ purchase of pump to repair Gazley Wastewater Treatment Plant - \$23,502
- ❖ installation of new control panel at Gazley Wastewater Treatment Plant - \$7,859
- ❖ repair of Hardeman Lift Station mission controls - \$3,380
- ❖ repairs to Willows Wastewater Treatment Plant - \$3,211
- ❖ purchase of Autobahn Series LED roadway fixtures, transformers, & various other electrical supplies - \$16,003
- ❖ purchase of electricity from Smithville Solar One (June to August) - \$41,695
- ❖ payment to Hewett's Lawn for tree services and removal of trees near utility lines - \$13,850
- ❖ advertising costs for P&Z meeting, TxDOT sidewalk grant, and to publish budget and property tax notices in newspaper - \$4,198
- ❖ and the monthly payments for fuel, city employee benefits, LCRA purchased power, and garbage services.

Certificate of Obligations, Series 2019 expenses included: none

Tax Note, Series 2022 expenses included:

- ❖ Miscellaneous Tools from Techline - \$1,069

Grant expenditures included:

- ❖ St David's Foundation Community Engagement Coordinator: program expenses - \$1,875
- ❖ 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
- ❖ HOME Grant: construction and Langford Management services (4 homes) - \$581,937

Have a great weekend,

Cynthia

ESTIMATED FUND BALANCES

@ September 30, 2023

General Fund

Total Expenditures divided by 12 times 3 equals Recommended Fund Balance

Note: the recommended fund balance for fiscal year 2022-2023 based on the

General Fund's budgeted expenditures is:

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

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

Statement of Rev & Exp (YTD) @ September 30, 2023
Revenues Over/Under Expenditures \$359,721

Estimated Fund Balance @ September 30, 2023 \$1,678,147

Estimated Fund Balance Over/Under Recommended \$193,572

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) @ September 30, 2023
Revenues Over/Under Expenditures (\$91,460)

Estimated Fund Balance @ September 30, 2023 \$1,792,482

Estimated Fund Balance Over/Under Recommended (\$214,785)

CITY OF SMITHVILLE
CASH BALANCES & RESERVES @ 09/30/23 @ 09/30/22

CASH OPERATING ACCOUNTS:

General Fund	60,976	179,127
Utility Fund	70,540	237,352
Credit Card Pmts	621,603	586,061
Fireman's Pension	27,030	27,697
HOMES Grant Fund	27,135	241
HRA Trust Fund	26,903	38,051
Library Contributions Fund	203,248	194,816
Railroad Park	848	809
TxCDBG Project	61	61
COPS Hiring Grant	0	0
Grants Account	35,125	0
HMGP Grants	0	0
TxDOT Sidewalk Grants	0	0
Police Seized Assets	6,750	6,438
Smithville Tx Veterans Memorial Park	8,955	14,494
Friends of Smithville	1,707	3,780
Independence Park	6,284	5,994
Coronavirus Local Fiscal Recovery Fd	240,363	582,766
GLO CDBG-MIT	220	65
Total Cash on Hand	1,337,748	1,877,751

INVESTED FUNDS

		Matures	
CERTIFICATES OF DEPOSIT:			
General - Operations	53,944	Aug-24	53,275
General - Library Contributions	138,867	Dec-23	132,817
General - Library Contributions	114,804	Nov-23	114,289
Utility - Operations	137,507	Oct-23	134,372
Utility - Operations #2	110,679	Aug-24	109,798
Utility - Designated Customer Dep	97,687	Apr-24	97,249
Utility - Customer Deposits	34,179	Mar-24	34,025
Economic Development (IDF)	55,360	Dec-23	55,112
Utility-'01 CO/SWS FNMA	122,998	Oct-23	122,447
INVESTMENT POOL ACCOUNTS			
General - Operations	1,306		1,111
Utility - Operations	63,932		64,649
Capital Replacement Fund	544,391		134,576
Interest & Sinking	413,425		401,194
'07 CoFo Project Funds	80		76
'19 CoFo Project Funds	1,032,497		1,097,512
SAVINGS ACCOUNT			
Airport Fly-In	9,539		8,526
PEG Capital	19,286		18,394
TOTAL INVESTED FUNDS:	2,950,481		2,579,420

ACCOUNTS RECEIVABLE

Genl/Util - Miscellaneous	215,688	200,683
Utility Billings - Current	979,722	751,742
Utility Billings - Delinquent	151,992	166,665
Total Accounts Receivable	1,347,403	1,119,090

TOTAL CASH & RECEIVABLES

5,635,632 **5,576,261**

RESERVE AMOUNTS

Res Bond Debt Service	413,425	401,194
Res Bond Project Funds	1,032,577	1,097,588
Res Customer Deposits	117,732	114,282
Res Economic Development	55,360	55,112
Res Firemen's Pension	27,030	27,697
Designated Court Technology	0	0
Designated Library	456,918	441,921
Designated Police Ed/Op	0	0
Designated VFD Donations	0	0
Designated COPS Hiring Grant	0	0
Designated Grants Account	35,125	0
Designated HMGP Grants	0	0
Designated TxDOT Sidewalk Grants	0	0
Designated Police Seized Assets	6,750	6,438
Designated Veterans Memorial Park	8,955	14,494
Designated Smithville Cares	1,707	3,780
Designated Independence Park	6,284	5,994
Designated-CLFRF	240,363	582,766
Designated GLO CDBG_MIT	220	65
Total Reserve Amounts	2,402,446	2,751,330

ACCOUNTS PAYABLE

General	198,655	355,320
Utility	423,456	517,787
Total Accts Payable	622,111	873,107

TOTAL RESERVES & PAYABLES

3,024,557 **3,624,437**

UNRESTRICTED CASH & RECEIVABLES

2,611,075 **1,951,823**

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

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 @ 09/30	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
REVENUES:						
General Fund	6,104,615	5,938,301	102.80%	6,010,691	6,010,691	100.00%
Utility Fund	8,362,762	8,029,067	104.16%	8,037,693	8,037,693	100.00%
Maintenance Fund	121,355	117,868	102.96%	122,362	104,252	117.37%
Int & Sinking Fund	764,940	746,968	102.41%	519,767	519,767	100.00%
TOTAL REVENUES	15,353,672	14,832,204	103.52%	14,690,513	14,672,403	100.12%
Unassigned Fund Balance						
for Chamber Rebuild	0	0		0	0	
EXPENSES:						
General Fund	5,744,895	5,938,301	96.74%	5,961,955	5,967,951	99.90%
Utility Fund	8,454,222	8,029,067	105.30%	7,788,293	7,788,293	100.00%
Maintenance Fund	121,355	117,868	102.96%	122,362	104,252	117.37%
Int & Sinking Fund	747,038	746,968	100.01%	519,511	519,511	100.00%
TOTAL EXPENSES	15,067,510	14,832,204	101.59%	14,392,121	14,380,007	100.08%
Revenues Over/(Under) Expenses						
M&O Funds	268,260			298,137		
I&S Fund	17,902			256		
Total Over(Under)	286,162	0		298,392	292,396	

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

FOR MONTH OF: September

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/2022 9/30	AMENDED 2021/2022 BUDGET	2021/2022 % OF BUDGET USED/COLLECTED
REVENUES:						
Taxes	2,753,614	2,719,714	101.25%	2,582,694	2,582,694	100.00%
Licenses & Permits	96,212	120,522	79.83%	140,461	140,461	100.00%
Services	1,425,270	1,357,667	104.98%	1,356,689	1,356,688	100.00%
Court	50,672	60,450	83.82%	66,960	66,960	100.00%
Miscellaneous	1,582,683	1,502,725	105.32%	1,629,223	1,629,223	100.00%
Contributions	196,164	177,223	110.69%	234,664	234,665	100.00%
TOTAL REVENUES	6,104,615	5,938,301	102.80%	6,010,691	6,010,691	100.00%
EXPENSES:						
Administration	429,757	469,292	91.58%	477,268	481,146	99.19%
Finance	84,271	84,059	100.25%	72,457	72,457	100.00%
Police	1,366,393	1,480,386	92.30%	1,335,389	1,335,789	99.97%
Animal Control	64,497	66,515	96.97%	62,352	62,352	100.00%
Court	74,462	86,938	85.65%	79,153	80,652	98.14%
Fire	80,853	91,778	88.10%	96,398	96,431	99.97%
Library	390,710	421,917	92.60%	336,678	336,678	100.00%
Community Service	81,509	87,460	93.20%	68,248	68,248	100.00%
Parks & Recreation	426,471	383,196	111.29%	428,726	428,726	100.00%
Recreation Center	376,241	366,433	102.68%	368,718	368,902	99.95%
Street & Alley	656,730	603,303	108.86%	851,539	851,540	100.00%
Solid Waste	1,216,879	1,322,199	92.03%	1,274,705	1,274,705	100.00%
Enforcement/Insp	114,121	130,674	87.33%	138,264	138,264	100.00%
Cemetery	124,659	124,725	99.95%	113,804	113,805	100.00%
Airport	103,782	53,955	192.35%	126,597	126,597	100.00%
Economic Development	153,560	165,471	92.80%	131,661	131,659	100.00%
TOTAL EXPENSES	5,744,895	5,938,301	96.74%	5,961,955	5,967,951	99.90%
Revenues Over/(Under)	359,721	0		48,737	42,740	

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

FOR MONTH OF: September

	2022/2023	2022/2023	2022/2023	2021/2022	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@ 09/30	BUDGET	% OF BUDGET USED/COLLECTED
REVENUES:						
TAXES						
Property Taxes	1,597,895	1,615,814	98.89%	1,457,420	1,457,420	100.00%
Franchise Taxes	144,526	137,900	104.81%	123,405	123,405	100.00%
Sales Taxes	955,387	915,000	104.41%	950,635	950,635	100.00%
Hotel/Motel Taxes	45,523	40,000	113.81%	40,043	40,043	100.00%
Mixed Beverage Tax	10,284	11,000	93.49%	11,191	11,191	100.00%
Total Tax Revenues	2,753,614	2,719,714	101.25%	2,582,694	2,582,694	100.00%
LICENSES & PERMITS						
Misc. Licenses	315	500	63.00%	250	250	100.00%
Alcohol Permits	2,895	4,100	70.60%	1,935	1,935	99.97%
Building Permits	69,040	65,000	106.22%	58,464	58,464	100.00%
Electrical Permits	6,823	15,000	45.48%	9,853	9,853	99.99%
Plumbing Permits	12,505	15,000	83.36%	15,118	15,118	100.00%
Misc. Permits/Film Permi	4,635	20,922	22.15%	54,842	54,841	100.00%
Total L/P Revenues	96,212	120,522	79.83%	140,461	140,461	100.00%
SERVICES						
Inspections	100	750	13.33%	400	400	100.00%
Cemetery	3,820	3,850	99.22%	4,200	4,200	100.00%
Police	420	1,500	28.02%	870	870	100.00%
Code Enforcement	22,845	1,000	2284.45%	970	970	100.00%
Streets	1,600	1,000	160.00%	0	0	0.00%
Leaf & Limb	900	750	120.00%	775	775	100.00%
Sanitation	1,169,000	1,151,000	101.56%	1,139,613	1,139,613	100.00%
Warehouse	9,285	10,500	88.43%	10,865	10,865	100.00%
Parks & Recreation	25,940	30,000	86.47%	31,353	31,353	100.00%
Library	6,304	4,750	132.72%	5,279	5,279	100.01%
Airport	65,573	57,567	113.91%	53,551	53,551	100.00%
Recreation Center	119,484	95,000	125.77%	108,812	108,812	100.00%
Total Svc Revenues	1,425,270	1,357,667	104.98%	1,356,689	1,356,688	100.00%
COURT REVENUES						
Fines	31,685	40,000	79.21%	41,391	41,391	100.00%
Admin Fees	454	950	47.78%	1,066	1,066	99.97%
CJP Arrest Fees	2,748	3,500	78.52%	3,307	3,307	100.01%
Court Costs	12,821	15,500	82.72%	18,658	18,658	100.00%
Remedies	1,744	500	348.78%	800	800	100.00%
Court Technology	1,220	0	0.00%	1,738	1,738	100.02%
Total Court Revs	50,672	60,450	83.82%	66,960	66,960	100.00%
MISC. SALES & REVS						
Cemetery Plots	21,750	20,000	108.75%	38,250	38,250	100.00%
Franchise Fee - Utility	175,000	175,000	100.00%	175,000	175,000	100.00%
Interest Income	35,502	6,400	554.73%	7,724	7,724	100.00%
Rents	5,000	0	0.00%	0	0	0.00%
Credit Card Usage Fee	6,184	5,000	123.68%	6,187	6,187	100.00%
Misc Rev/Ins Recovery	50,532	27,000	187.15%	69,562	69,562	100.00%
Sale of Fixed Assets	24,390	5,000	487.80%	8,500	8,500	100.00%
Transfer in from Utility	1,264,325	1,264,325	100.00%	1,324,000	1,324,000	100.00%
Other Rev-Lease Purcha	0	0	0.00%	0	0	0.00%
Total Misc. Revs	1,582,683	1,502,725	105.32%	1,629,223	1,629,223	100.00%
CONTRIBUTIONS						
Public Sources	105,432	143,064	73.70%	121,899	121,899	100.00%
Private Sources	7,028	1,500	468.52%	3,317	3,317	100.00%
Grants	50,070	3,459	1447.54%	76,660	76,660	100.00%
Volunteer Fire Dept	22,634	22,200	101.96%	22,425	22,425	100.00%
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	196,164	177,223	110.69%	234,664	234,665	100.00%
TOTAL REVENUES	6,104,615	5,938,301	102.80%	6,010,691	6,010,691	100.00%

**CITY OF SMITHVILLE
GENERAL FUND EXPENSE RECAP
2022-23**

FOR MONTH OF: September

	2022/2023	2022/2023	2022/2023	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET	2021/2022	% OF BUDGET
			USED/COLLECTED	@ 09/30	USED/COLLECTED
ADMINISTRATION					
Personnel	205,595	247,179	83.18%	216,652	100.00%
Services	146,339	136,908	106.89%	142,242	97.50%
Supplies & Materials	26,797	44,610	60.07%	36,505	99.38%
Other	51,025	40,595	125.69%	81,868	100.00%
Capital	0	0	0.00%	0	0.00%
Transfer to TxDOT Sidewalk Gran	0	0	0.00%	0	0.00%
Total Admin Expense	429,757	469,292	91.58%	477,268	99.19%
FINANCE					
Personnel	57,307	54,829	104.52%	48,040	100.00%
Services	25,442	27,530	92.41%	22,043	100.00%
Supplies & Materials	1,523	1,700	89.57%	2,374	99.98%
Other	0	0	0.00%	0	0.00%
Total Finance Expense	84,271	84,059	100.25%	72,457	100.00%
POLICE					
Personnel	1,162,090	1,272,120	91.35%	1,143,039	100.00%
Services	38,696	37,074	104.38%	34,432	98.85%
Supplies & Materials	113,476	112,180	101.16%	103,611	100.00%
Other	52,130	59,012	88.34%	54,307	100.00%
Capital Expenditures	0	0	0.00%	0	0.00%
Total Police Expense	1,366,393	1,480,386	92.30%	1,335,389	99.97%
ANIMAL CONTROL					
Personnel	50,743	50,765	99.96%	48,353	100.00%
Services	9,229	9,850	93.69%	9,197	100.00%
Supplies & Materials	4,127	5,500	75.03%	4,417	99.99%
Other	398	400	99.47%	385	100.04%
Capital Expenditures	0	0	0.00%	0	0.00%
Total Animal Control Exp	64,497	66,515	96.97%	62,352	100.00%
COURT					
Personnel	56,450	63,905	88.33%	56,809	100.00%
Services	17,838	22,388	79.68%	22,225	93.68%
Supplies & Materials	130	600	21.65%	74	100.00%
Other	44	45	97.24%	44	100.00%
Total Court Exp	74,462	86,938	85.65%	79,153	98.14%
FIRE					
Personnel	1,808	1,808	100.00%	2,034	100.00%
Services	9,431	12,695	74.29%	9,919	99.66%
Supplies & Materials	34,179	39,650	86.20%	52,591	100.00%
Other	35,435	37,625	94.18%	31,854	100.00%
Capital Expenditures	0	0	0.00%	0	0.00%
Total Fire Expense	80,853	91,778	88.10%	96,398	99.97%
LIBRARY					
Personnel	302,831	302,698	100.04%	268,888	100.00%
Services	15,093	16,584	91.01%	14,885	100.00%
Supplies (includes Donation/Grant exp)	68,263	98,110	69.58%	48,949	100.00%
Other	4,523	4,525	99.96%	3,956	100.00%
Capital Expenditures	0	0	0.00%	0	0.00%
Total Library Expense	390,710	421,917	92.60%	336,678	100.00%
COMMUNITY SERVICE					
Allocated Support	81,509	87,460	93.20%	68,248	100.00%
Total Community Svc Exp	81,509	87,460	93.20%	68,248	100.00%
PARKS & RECREATION					
Personnel	271,637	263,181	103.21%	264,417	100.00%
Services	30,621	31,025	98.70%	35,735	100.00%
Supplies & Materials	104,565	70,650	148.00%	120,856	100.00%
Other-Special Projects	8,858	18,340	48.30%	7,718	100.00%
Capital Expenditures	10,791	0	0.00%	0	0.00%
Total Parks & Recr Exp	426,471	383,196	111.29%	428,726	100.00%

**CITY OF SMITHVILLE
GENERAL FUND EXPENSE RECAP
2022-23**

FOR MONTH OF: September

	2022/2023	2022/2023	2022/2023	2021/2022	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@ 09/30	2021/2022 BUDGET	% OF BUDGET USED/COLLECTED
RECREATION CENTER						
Personnel	230,338	237,999	96.78%	217,372	217,372	100.00%
Services	89,509	82,234	108.85%	87,807	87,807	100.00%
Supplies & Materials	46,975	36,800	127.65%	41,439	41,623	99.56%
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	376,241	366,433	102.68%	368,718	368,902	99.95%
STREET & ALLEY						
Personnel	195,668	210,969	92.75%	175,802	175,802	100.00%
Services	186,576	147,050	126.88%	244,127	244,127	100.00%
Supplies & Materials	244,634	220,550	110.92%	336,282	336,282	100.00%
Other-Special Projects	25,232	24,734	102.02%	26,127	26,127	100.00%
Capital Expenditures	4,620	0	0.00%	69,202	69,202	100.00%
Transfer to HMPG Grant	0	0	0.00%	0	0	0.00%
Total Street & Alley Exp	656,730	603,303	108.86%	851,539	851,540	100.00%
SOLID WASTE						
Personnel	219,634	263,380	83.39%	196,020	196,020	100.00%
Services	908,624	983,450	92.39%	941,273	941,273	100.00%
Supplies & Materials	56,904	44,650	127.44%	99,964	99,964	100.00%
Other-Special Projects	31,718	30,719	103.25%	37,448	37,448	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Solid Waste Exp	1,216,879	1,322,199	92.03%	1,274,705	1,274,705	100.00%
ENFORCEMENT & INSPEC						
Personnel	77,180	84,494	91.34%	88,210	88,210	100.00%
Services	30,223	37,055	81.56%	38,370	38,370	100.00%
Supplies & Materials	6,262	8,690	72.06%	11,223	11,223	100.00%
Other	455	435	104.68%	461	461	100.05%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Enforcement/Insp Exp	114,121	130,674	87.33%	138,264	138,264	100.00%
CEMETERY						
Personnel	101,452	101,715	99.74%	78,854	78,854	100.00%
Services	9,135	8,745	104.46%	10,334	10,334	100.00%
Supplies & Materials	13,883	9,075	152.98%	8,765	8,765	100.00%
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	124,659	124,725	99.95%	113,804	113,805	100.00%
AIRPORT						
Services	38,123	39,635	96.19%	38,511	38,511	100.00%
Supplies & Materials	6,447	5,600	115.13%	6,942	6,942	100.00%
Other	59,211	8,720	679.02%	81,144	81,144	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Airport Expense	103,782	53,955	192.35%	126,597	126,597	100.00%
GRANT & ECONOMIC DEVELOPMENT						
Personnel	101,128	101,988	99.16%	91,063	91,062	100.00%
Services	13,646	16,270	83.87%	6,164	6,164	100.00%
Supplies & Materials	145	500	29.10%	115	115	100.29%
Other	38,641	46,713	82.72%	34,318	34,318	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Grant & Eco Development Exp	153,560	165,471	92.80%	131,661	131,659	100.00%
TOTAL EXPENSES	5,744,895	5,938,301	96.74%	5,961,955	5,967,951	99.90%
TOTAL REVENUES	6,104,615	5,938,301	102.80%	6,010,691	6,010,691	100.00%
<i>Revenues Over/Under Expenses</i>	359,721	0		48,737	42,740	

**CITY OF SMITHVILLE
GENERAL FUND EXPENSE RECAP
2022-23**

FOR MONTH OF: September

	2022/2023	2022/2023	2022/2023	2021/2022	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@ 09/30	2021/2022 BUDGET	% OF BUDGET USED/COLLECTED
Maintenance Fund						
Revenues	121,355	117,868	102.96%	122,362	104,252	117.37%
Personnel Expense	77,529	75,108	103.22%	71,381	71,457	99.89%
Services Expense	4,036	4,245	95.08%	3,844	4,375	87.87%
Supplies Expense	39,556	38,280	103.33%	46,897	28,180	166.42%
Other Expense	234	235	99.67%	239	240	99.63%
Capital Expense	0	0	0.00%	0	0	0.00%
Total Maint Fund Exp	121,355	117,868	102.96%	122,362	104,252	117.37%
<i>Revenues Over/Under Expenses</i>	<i>0</i>	<i>0</i>		<i>0</i>	<i>0</i>	

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

FOR MONTH OF: September

	2022/2023 Y-T-D	2022/2023 BUDGET	2022/2023 % OF BUDGET USED/COLLECTED	2021/22 @ 09/30	AMENDED 2021/22 BUDGET	2021/22 % OF BUDGET USED/COLLECTED
REVENUES:						
Electric	5,694,831	5,516,265	103.24%	5,497,032	5,497,032	100.00%
Water	1,107,544	1,076,000	102.93%	1,004,803	1,004,803	100.00%
Wastewater	918,978	824,500	111.46%	893,459	893,458	100.00%
Miscellaneous	641,410	612,302	104.75%	642,400	642,400	100.00%
TOTAL REVENUES	8,362,762	8,029,067	104.16%	8,037,693	8,037,693	100.00%
EXPENSES:						
Administration	1,827,567	1,751,668	104.33%	1,475,068	1,475,068	100.00%
Electric	3,920,396	3,674,766	106.68%	3,627,706	3,627,705	100.00%
Recycle	61,525	67,009	91.82%	63,338	63,339	100.00%
Water	425,614	352,231	120.83%	477,315	477,314	100.00%
Wastewater	867,794	832,068	104.29%	733,866	733,867	100.00%
Transfers	1,351,325	1,351,325	100.00%	1,411,000	1,411,000	100.00%
TOTAL EXPENSES	8,454,222	8,029,067	105.30%	7,788,293	7,788,293	100.00%
Revenues Over/(Under)						
Expenses:	(91,460)	0		249,400	249,400	

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

	2022/2023	2022/2023	2022/2023	2021/2022	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@09/30	BUDGET	% OF BUDGET USED/COLLECTED
REVENUES:						
ELECTRIC						
Residential Electric	3,435,791	3,333,960	103.05%	3,307,684	3,307,684	100.00%
Small Commercial Electric	561,690	496,000	113.24%	512,387	512,387	100.00%
Large Commercial Electric	1,387,424	1,440,300	96.33%	1,353,046	1,353,046	100.00%
Public Lighting	13,944	14,000	99.60%	14,019	14,019	100.00%
Interdepartmental	166,436	173,725	95.80%	164,665	164,665	100.00%
Electric Opt Out Fees	2,100	2,280	92.11%	2,450	2,450	100.00%
Charge for Svcs - Electric	127,445	56,000	227.58%	142,781	142,781	100.00%
Total Electric Revs	5,694,831	5,516,265	103.24%	5,497,032	5,497,032	100.00%
WATER						
Metered Sales	1,049,817	1,014,500	103.48%	934,233	934,233	100.00%
Unmetered Sales	1,227	1,500	81.77%	2,570	2,570	100.00%
Water Taps	56,500	60,000	94.17%	68,000	68,000	100.00%
Total Water Revs	1,107,544	1,076,000	102.93%	1,004,803	1,004,803	100.00%
WASTEWATER						
Flat Rate Charge	841,978	779,500	108.02%	826,209	826,208	100.00%
Sewer Taps	77,000	45,000	171.11%	67,250	67,250	100.00%
Total WasteW Revs	918,978	824,500	111.46%	893,459	893,458	100.00%
MISC. SALES & REVS						
Utility Service Transfer Fee	750	825	90.91%	1,150	1,150	100.00%
Rents	25,300	25,275	100.10%	23,757	23,757	100.00%
Grants	0	0	0.00%	0	0	0.00%
W/WW Imp Fee - '19 CO's	147,160	147,500	99.77%	147,849	147,849	100.00%
Drainage/System Imp Fees	144,471	142,250	101.56%	143,441	143,441	100.00%
Utility Penalties	171,474	175,000	97.98%	186,604	186,604	100.00%
Interest Income	42,491	10,500	404.68%	13,093	13,093	100.00%
Credit Card Usage Fee	29,060	24,750	117.41%	25,816	25,816	100.00%
Misc Income/Ins Recovery	15,976	10,175	157.01%	9,079	9,079	100.00%
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	9,456	22,000	42.98%	35,317	35,316	100.00%
Total Misc. Revs	641,410	612,302	104.75%	642,400	642,400	100.00%
TOTAL REVENUES	8,362,762	8,029,067	104.16%	8,037,693	8,037,693	100.00%

**CITY OF SMITHVILLE
UTILITY FUND EXPENSE RECAP**

2022-2023

FOR MONTH OF: September

	2022/2023	2022/2023	2022/2023	AMENDED	2021/2022	2021/2022
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@09/30	BUDGET	% OF BUDGET USED/COLLECTED
REVENUES	8,362,762	8,029,067	104.16%	8,037,693	8,037,693	100.00%
EXPENSES						
ADMINISTRATION						
Personnel	846,985	835,684	101.35%	793,171	793,171	100.00%
Services	227,949	223,242	102.11%	195,632	195,632	100.00%
Supplies & Mats	17,468	16,825	103.82%	20,139	20,139	100.00%
Other	735,165	675,917	108.77%	466,126	466,126	100.00%
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	87,000	87,000	100.00%	87,000	87,000	100.00%
Transfer to General	1,264,325	1,264,325	100.00%	1,324,000	1,324,000	100.00%
Total Admin Exp	3,178,893	3,102,993	102.45%	2,886,068	2,886,068	100.00%
ELECTRIC						
Personnel	301,980	303,356	99.55%	257,892	257,892	100.00%
Services	135,182	119,693	112.94%	87,275	87,275	100.00%
Supplies & Mats	3,387,550	3,221,725	105.15%	3,190,985	3,190,985	100.00%
Other	95,685	29,992	319.03%	91,553	91,553	100.00%
Capital	0	0	0.00%	0	0	0.00%
Total Electric Exp	3,920,396	3,674,766	106.68%	3,627,706	3,627,705	100.00%
RECYCLE						
Personnel	45,645	53,619	85.13%	45,646	45,646	100.00%
Services	2,169	2,525	85.92%	3,212	3,212	99.99%
Supplies&Mats	9,267	6,420	144.35%	6,078	6,078	99.99%
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	61,525	67,009	91.82%	63,338	63,339	100.00%
WATER						
Personnel	149,236	144,068	103.59%	134,322	134,322	100.00%
Services	59,327	50,850	116.67%	104,436	104,436	100.00%
Supplies & Mats	143,101	83,140	172.12%	169,568	169,568	100.00%
Other	73,950	74,173	99.70%	68,988	68,988	100.00%
Capital	0	0	0.00%	0	0	0.00%
Transfer to CDBG	0	0	0.00%	0	0	0.00%
Total Water Exp	425,614	352,231	120.83%	477,315	477,314	100.00%
WASTEWATER						
Personnel	148,056	160,143	92.45%	144,707	144,707	100.00%
Services	238,512	201,050	118.63%	271,433	271,433	100.00%
Supplies & Mats	120,931	107,020	113.00%	217,433	217,433	100.00%
Other	360,295	363,855	99.02%	100,294	100,294	100.00%
Capital	0	0	0.00%	0	0	0.00%
Total WWater Exp	867,794	832,068	104.29%	733,866	733,867	100.00%
TOTAL EXPENSES	8,454,222	8,029,067	105.30%	7,788,293	7,788,293	100.00%
REVENUES OVER/(UNDER)						
EXPENSES:	(91,460)	0		249,400	249,400	
	(before depreciation)					

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	September 2023
Number Of Electric Customers:	2309
Number Of New Customers:	33
Number Of Customers Leaving The City:	35
Number Of Customers Penalized:	473
Number of Customers "Cut-Off" For Non-Payment:	23 (17 reconnected)

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

	2022/2023	2022/2023	2022/2023	2021/2022	AMENDED	2021/2022
	Y-T-D	BUDGET	% OF BUDGET	Y-T-D	2021/2022	% OF BUDGET
			USED/COLLECTED		BUDGET	USED/COLLECTED
REVENUES:						
Property Taxes *	659,881	659,968	99.99%	429,322	429,322	100.00%
Drainage/System Imp Utility Fees	87,000	87,000	100.00%	87,000	87,000	100.00%
Transfer In/ Miscellaneous	0	0	0.00%	569	569	100.00%
Interest	18,059	0	0.00%	2,876	2,876	100.00%
Total Revenues	764,940	746,968	102.41%	519,767	519,767	100.00%
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	26,675	26,675	100.00%	27,175	27,175	100.00%
Tax Note, Series 2021	106,385	106,384	100.00%	176,136	176,136	100.00%
Tax Note, Series 2022	295,807	295,738	100.02%	0	0	0.00%
Total Expenses	747,038	746,968	100.01%	519,511	519,511	100.00%
NET OF REVENUES OVER (UNDER) EXPENSES	17,902	0		256	256	

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

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