

Item #5

# PROCLAMATION

## Dr. Martin Luther King, Jr. Day 2026

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

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

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

**WHEREAS**, on the Martin Luther King, Jr. Federal Holiday, we commemorate the 40<sup>th</sup> Anniversary of the holiday, signed into law in 1983 and first observed in 1986, recognizing one of America’s greatest visionary leaders; and

**WHEREAS**, in 1963, now 63 years ago, Dr. King delivered the iconic “I Have a Dream” Speech, which reminds us to recognize that in these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless allowing us to face the challenges with the same strength, persistence, and determination exhibited by Dr. King; and

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

**WHEREAS**, all citizens are urged to join in the 37<sup>th</sup> annual Bastrop County Martin Luther King, Jr. Holiday Commission Walk for Peace, Justice and Equality on January 19, 2026, in Elgin beginning at 10:00 a.m. at Veterans Memorial Park, 109 Depot Street, and ending at about 11:00 AM at the Booker T. Washington Elementary School, 510 Martin Luther King Blvd, where the Program will be held; and

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

**WHEREAS**, the Walk’s theme is “**A Day On... Not A Day Off!**” whereby our community celebrates the life and legacy of Dr. King;

**NOW, THEREFORE**, I, Sharon Foerster, Mayor of the City of Smithville, Texas, do hereby proclaim Monday, January 19, 2026, as:

## Dr. Martin Luther King, Jr. Day

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Smithville, Texas to be affixed this 12<sup>th</sup> day of January 2026.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 12<sup>th</sup> Day of January 2026.

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Mayor, Sharon Foerster

Attest:

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Jennifer Lynch, City Secretary

**PROCLAMATION**

**IN RECOGNITION OF  
City Staff Commitment to the 2025  
It's Time Texas Community Challenge**

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

*WHEREAS*, the City of Smithville leadership recognizes the importance that employer encouragement can make in terms of employee participation in health-related activities; and

*WHEREAS*, City Staff participated with enthusiasm in the It's Time Texas Community Challenge every year since 2018; and

*WHEREAS*, the City of Smithville has won the IT'S TIME TEXAS Community Challenge for seven (7) consecutive years in the "extra small" community category (population between 1-5000) and logging over 1 million points with over 100 community participants; and

*WHEREAS*, many City employees were among the top 20 on the ITT Leaderboard for Smithville; and

*WHEREAS*, as an Employer, the City of Smithville ranked in the top 20; and

*WHEREAS*, the ITT Challenge activities led to greater team-building among the City Hall and other City Staff participants; and

*WHEREAS*, the City Team decided to continue with some of the daily activities that they had started due to the positive impact on the group throughout the day; and

*NOW THEREFORE*, the City of Smithville proclaims its support for City Staff and residents who have made this such a fun and engaging community program. Each participant is presented with a medallion for their efforts and to encourage them to continue to make their health a priority every day.

Dated this 12<sup>th</sup> Day of January, 2026, in Smithville, Texas.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 12<sup>th</sup> Day of January, 2026

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Sharon Foerster, Mayor

Attest:

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Jennifer D. Lynch, City Secretary



# Bastrop County Healthcare Workforce Collaborative

The Create a Job, Save a Job Initiative



Q1 Progress Report  
Martha Chabot

# Scholarship Distribution

At a glance: scholarships distributed to date

- **84** students have received scholarships to date
- Those 84 students have received a total of **\$105,469** in scholarship funds to date
- The average scholarship per student is **\$1,662**
- **\$269,531** remains of the \$375,000 granted in scholarship funds for year one (through June 30, 2026)
- This means **more than 125 students** will be able to benefit from these scholarship funds over the next 7 months

# Who has Received Scholarships?

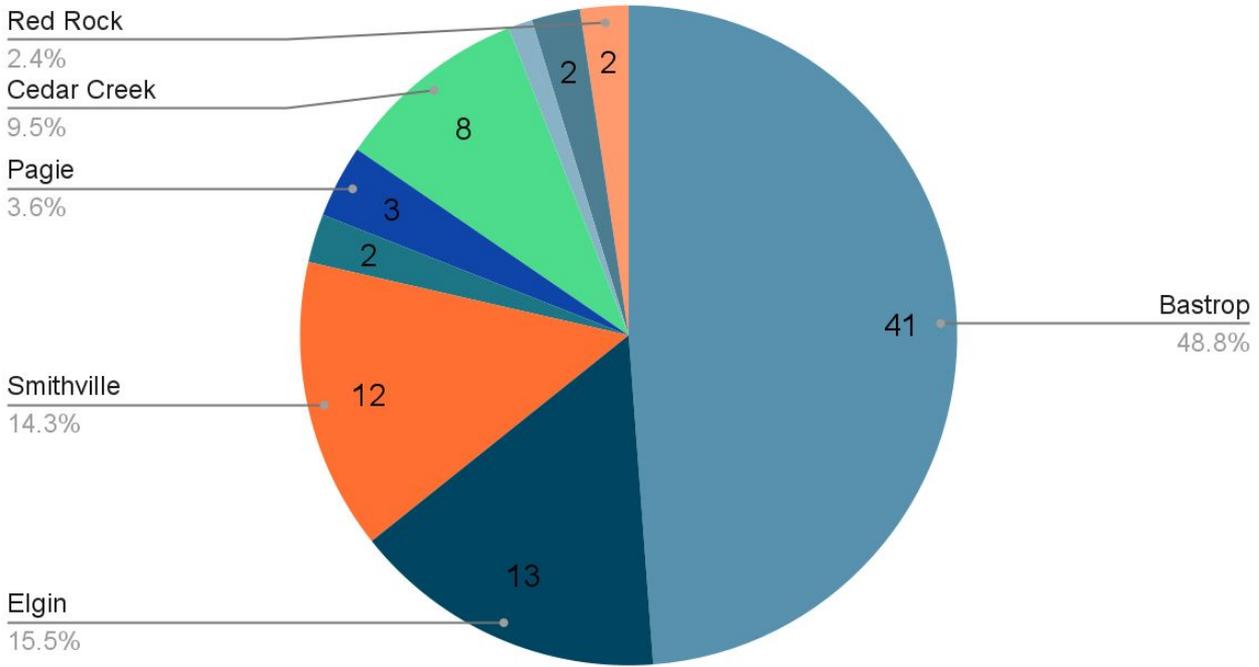
## Demographics

- **94%** have household income below the ALICE Survival Threshold
- **42%** are under age 24
- **42%** are between 25 - 39
- **16%** are over 40
- **60%** are entering the healthcare field for the first time, while **40%** are already working in the field and up-skilling
- Of the **40%** who are already working in healthcare, **24** (about half) currently work in Bastrop County

# Who's Receiving Scholarships?

Geography: Students are from across the County, with City of Bastrop leading

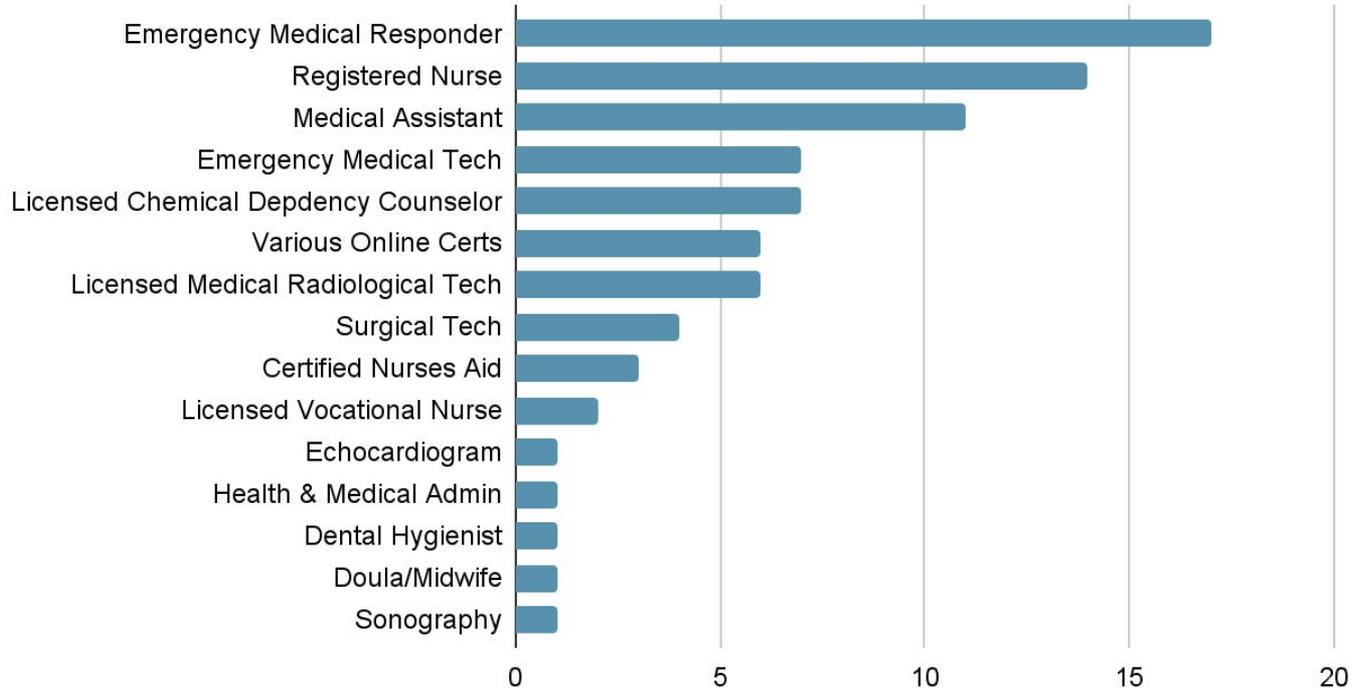
### Where Our Scholarship Recipients Live



# Scholarships by Type

What careers are students pursuing with their scholarship funds?

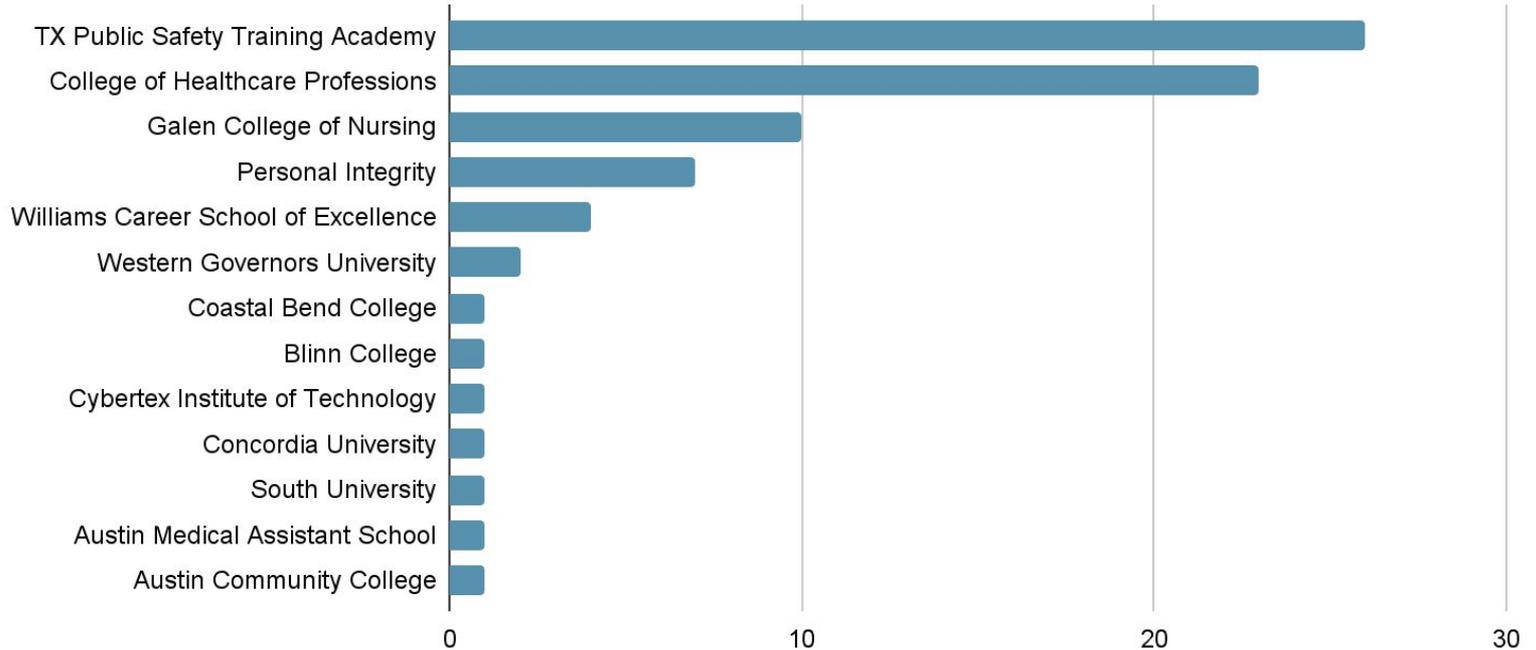
## Scholarships by Program/Career



# Scholarships by Training/Education Provider

Where are our students studying?

## Student Enrollment by Training Provider



# Local Employers Sending Staff to Upskill

Where do our 24 “Up-skilling” students work in Bastrop County?

- Argent Court
- Austin Regional Clinic
- The Last Resort
- Bluebonnet Trails
- Elgin Nursing & Rehab
- Ascension Seton Bastrop
- TX Public Safety Training Academy
- Towers Nursing Home
- Riverwood Medical Clinic
- Headway Contract Independent Home Health
- Windsor Nursing Home
- Bastrop St. David’s Emergency Center
- Personal Integrities
- Elara Caring
- CenTex Family Services
- Regency

# Emerging Challenges & Opportunities

What are we learning so far that may point to future challenges or opportunities?

## Opportunities:

What might be made possible by a “coordinated entry, referral, or information sharing system between agencies” so that the burden is not all on students to navigate a fragmented system?

This program has attracted the attention and interest of students who want to work in healthcare sector in Bastrop County, but many don't live here. How might we support these students outside of this grant?

# Emerging Challenges & Opportunities

What are we learning so far that may point to future challenges or opportunities?

## Challenges:

**Transportation is a major barrier.** Most training providers are located outside Bastrop County and meet synchronously/in-person. How can we reduce the burdens of transportation cost and access for students?

**Daytime courses are a barrier.** Most of our students need to work during the day. Programs that don't offer night/weekend coursework are less accessible.

**Limited training providers** for specific careers – for example, Dental Assistants.



# CAREER TRACKS

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Engage Empower Employ

**TEXAS TALENT CULINARY WORKS IN RURAL TEXAS**



# INTRODUCTION

- The Culinary Works in Rural Texas (CWRT) Training Program initiative is to coordinate with employers, their current employees and Career Tracks to assist in recruiting new hires if needed.
- Are you looking for skilled talent? We've got you covered.
- Partner with us to train new-hires or upskill your current employees.
- Save time. Cut recruiting costs. Hire pre-trained workers.
- Your next employee is already in training!

# EDUCATION & TRAINING

The goal is to train, prepare and provide employment opportunities for 40 Food Preparation and Serving Workers.

Food Prep students will complete a 10-week session consisting of 4 weeks of culinary training and 6 weeks of OTJ experience.

Each 4-week culinary training program will prepare participants for entry level roles in restaurant kitchens.

Week 1-2: Kitchen safety, sanitation, knife skills and introduce food handling, storage and basic nutrition.

Week 3-4: Cooking techniques - sauteing, grilling, and baking. Explore prep and line cooking for lunch and dinner service.

The last 6 weeks consists of OJT for participants to apply and refine food preparation, portion control, inventory & restocking.

A final requirement for successful completion is the attainment of the ServeSafe Food Handler or Manager certification.

**Date: January 02, 2026**

**Project Report: Texas Talent Connection/Culinary Works in Rural Texas**

**Program Manager: Brenda Hernandez**

**Budget Allocated: \$331,744**

**Project Status:**

<b>Milestone</b>	<b>Status</b>
<b>Project Kickoff - September 15, 2025, Cohort 1 &amp; 2 Secured</b>	Completed
<b>Project Kickoff Date - November 24, 2025, Cohort 3 &amp; 4 Secured-In process</b>	Completed
<b>Project Kickoff Date - February 2, 2026, Cohort 5 &amp; 6 Secured - Committed</b>	Completed
<b>Project Kickoff Date – April 13, 2026, Cohort 7 &amp; 8 – Secured 1 – 1 Open</b>	In progress
<b>Project Kickoff Date – May 11, 2026, Cohort 9 &amp; 10 - Open</b>	In progress

Task	Status
Cohort 1 & 2 – Participant Intake Forms & Required Documents	Received all documentation for all participants
Activity Milestone – submitted to TWC	Completed
Payment /Invoices for Cohort 1 & 2	Inv processed/Approved/Payments provided to Cohort 1 & 2 for 10 week program.
Participated in Restaurant Cohort Training	Participants successfully gained Servesafe Certifications.
Cohort 3 & 4 – Participant Intake Forms & Required Documents	Received all documentation for all participants
Quarterly Report – submitted to TWC	Completed

<b>Task</b>	<b>Status</b>
<b>Cohorts 3 &amp; 4 – Training Manual Review</b>	Review/Create Training Checklist
<b>Cohort 3 &amp; 4</b>	ServeSafe Certificate Completions Due by 02/02 -Completion date of 10-week Training
<b>Kintone Software - Data</b>	Cohort/Participants – Entering data in process
<b>Schedule appointment upcoming cohorts</b>	In progress
<b>Preparation – Application TTC Grant</b>	In progress

LG



TX

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19

# Jay Dee'z

**Sports Grill**

**La Grange Texas**

2001 W STATE HIGHWAY 71, UNIT E

LA GRANGE TEXAS, 78945

( 979 ) 206-2066



Jay Dee'z Sports Grill was established by John Daniel Tohill in the charming town of La Grange, Texas in 2019. Chef John Daniel began his journey in the restaurant industry at the age of 16 years old. At 22, he decided to pursue a degree in the culinary arts after realizing he had a true passion for creating amazing dishes. John Daniel later graduated from Le Cordon Bleu's Texas Culinary Academy in Austin, Texas in 2005 where he excelled in French and Modern American cuisine. He will tell you he learned the rest from his Mom. After graduating, he began cooking in kitchens from Scottsdale, Arizona to Jackson Hole, Wyoming and even in the British West Indies. His dream was always to open up a restaurant of his own where he could share his passion and love of food with family, friends, and neighbors.

# COUNTRY CONVENIENCE

TEXAS ONE STOP OF LA GRANGE



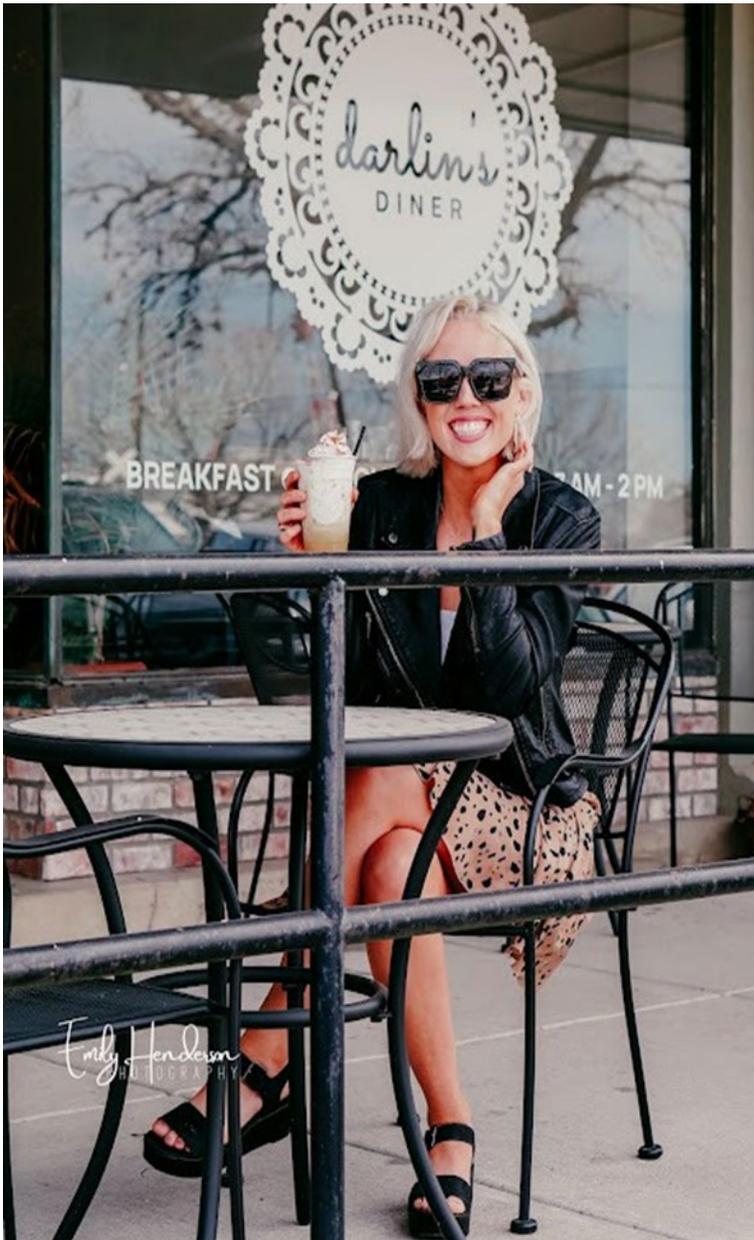


Missy Rusek / Owner/ Texas One Stop

Local Employer of Excellence in 2022, for her commitment to empowering the workforce of the Fayette County community and to continue fueling the economy. Texas One Stop of La Grange employees cite Missy's commitment to supporting staff with career pathways as major factors in their success.

Congratulations on your success, Missy, and thank you for your investments in our community





It all started with a food trailer, named Donut Darlin'. In 2017, as a sophomore at Texas A&M University, studying Construction Science, I needed a life of a little more color! A retro 50's diner themed trailer had my name written all over it. The trailer was named 'Holy Crepe', but I was not an expert crepe maker. We scratched the crepe idea and landed on mini donuts and coffee. I traveled around Texas for 4 years catering large parties, weddings, Greek events and attended festivals all while going to school full time. I continued to travel the state for a year after graduation in 2019. Living in hotels and out of my donut van had me dreaming of a place to settle down! My parents had told me of a historic building across the street from their wedding venue in this little town, called Flatonia, Texas. After wrapping up a catering event with Donut Darlin', I made my way to Flatonia to check out this building.....and when I pulled up... the large sign at the top said 'The Darling Emporium' – this LITERALLY had my name written all over it. A bitter-sweet decision, turned into the biggest and best jump of my life. I sold Donut Darlin' and everything with it, bought the building and renovated with my Dad for 7 months through COVID. My boyfriend at the time (who is now my husband, Christopher) and I, moved in above the diner and we opened the doors to Darlin's Diner in September of 2020.

Since then, we have expanded by opening Loula's Loft (named after our sweet daughter) – an event rental space upstairs where we once lived for 2 years. We also opened a boutique in the building next door attached to the diner for customers to shop and enjoy mimosas while waiting for a table, called Sala de Soul.

Flatonia has our hearts. And so do our customers. I love what I do, because I went my own way!



Chabot Catering -Catering around Central Texas since 1998.

Voted Best Caterer in Bastrop Area 9 years in a row. We take pride in the level of service we give our clients and look forward to making your next event memorable and enjoyable exceeding all of your expectations!

**Chef John Chabot** has over 20 years of experience in preparing and catering events. John Chabot is also the director of food and nutrition at Ascension Seton Smithville, where he serves both staff and patients. However, 90% of business comes from customers who aren't here for a hospital visit—just a meal. Chef Chabot brings experience from training under a French chef and opening his own Italian restaurant.

Chabot said he and his staff take a personalized approach to feeding patients. Ascension Seton Smithville staff goes to each room and asks, “What do you feel like eating today?” and we prepare a customized meal to fit every person's dietary needs.

“I've got a passionate staff,” Chabot said. “Their goal is to make people happy, and there's one way of doing that, and it's with food.”

# THANK YOU

- Brenda Hernandez
- (979) 966-3414
- [brenda.hernandez@careertrackstx.org](mailto:brenda.hernandez@careertrackstx.org)

# Item #6

**CITY OF SMITHVILLE**  
**SPECIAL CALLED COUNCIL MEETING MINUTES**  
DECEMBER 19, 2025

Present: Mayor Foerster, Councilmembers Jimmy Jenkins, Cathy Meek, Brandon Dunham, Mitchell Jameson, Tyrone Washington, and Interim City Manager Jeremy Frazier.

**Open Meeting:** Call to Order at 4:00 PM

Call to Order

Citizen Comments: None

Discussion and Action on authorizing expenditures from Tax Notes per ordinance 2025-697. Cynthia White had two Union Pacific invoices to be paid from the 2023 Tax Note. Councilman Jenkins made a motion to approve the current Union Pacific Railroad invoice and any future invoices from Union Pacific. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote

Citizen Comments: None

Discussion and Action on the Enclave at Riverbend Development Agreement. Councilman Dunham expressed concerns based on a recent Public Improvement District (PID) failure in the City of Bastrop, which left the municipality with a \$3 million liability. Andrew Friedman of SAMCO Capital Markets clarified that the current agreement is structured to prevent such a financial fallback on the City of Smithville. Councilman Jameson made a motion to approve the Development Agreement with Enclave. Councilman Jenkins seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: Stacy Savage has many years of experience in recycling and gave the city some tips to include in the RFP.

Discussion and Action on the submission requirements for a Request for Proposals (RFP) for the solid waste contract going out at the end of December 2025. Councilman Jenkins wanted to add to the RFP that the trucks had to be four years old or newer, with spill kits in each truck. Jenkins also wanted to add an option for every 3 weeks of recycling pickup. Councilman Jameson wanted to make sure there was an option for customers to add a cart, and as an option, tell us what they can provide as a community benefit at no additional charge. It was suggested by Stacy Savage to add education on how to recycle to citizen and commercial customers to the RFP. Councilman Jenkins made a motion to submit the RFP with the suggested additions. Councilman Jameson seconded, and the roll-call vote was:

For: Jenkins, Jameson, Meek, Washington

Abstain: Dunham

Citizen Comments: None

Discussion and Action on the City of Smithville's recycling permit. Councilman Jenkins said that with the solid waste contract coming up for renewal, and we are getting recycling prices that he

wanted the recycling permits to be delayed for renewal for in-town customers until March 2026. Jenkins said if they already have a permit and live in town, they would not have to pay until March, and then the Council will reevaluate. Out-of-town customers will still need to purchase a new permit for 2026. The Council was in consensus; this was just a discussion, and no action was taken.

Citizen Comments: None

Discussion and Action on the Leaf and Limb. The Interim City Manager, Jeremy Frazier, presented information on the leaf and limb process, and that we are operating at a deficit. Frazier recommends we operate at no loss. He gave options on how to close the deficit by raising rates. There was discussion among the council about potentially raising rates after the new year. They wanted to bring this back in January. No action was taken.

Citizen Comments: None

Discussion and Action on the 120K department cuts. Interim City Manager Jeremy Frazier gave a presentation on how he came up with the 120K cuts, which included non-renewal of a contract, canceling unused insurance, and staff cuts. Councilman Dunham had questions about cuts to staff and wanted to go into closed session with the attorney.

**Closed Meeting: Went into Closed Session at 5:11 PM**

The City Council held an Executive Session pursuant to the Open Meetings Act, Chapter 551, Govt. Code, in accordance with the authority contained in Section 551.074, to discuss personnel (Interim City Manager's Employment Contract) and Section 551.071 consultation with an attorney (regarding the 120K cuts).

**Open Meeting: Came back into Open Session at 6:40**

Citizen Comments: None

Discussion and Action as a result of the Executive Session. No action was taken on the 120K cuts or on the Interim City Manager's contract.

Adjourn: 6:40 PM

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Sharon Foerster, Mayor

Attest:

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Jennifer Lynch, City Secretary

**CITY OF SMITHVILLE**  
**COUNCIL MEETING MINUTES**  
December 8, 2025

Present: Mayor Pro-Tem Jimmy Jenkins, Councilmembers Cathy Meek, Tyrone Washington, Mitchell Jameson, Brandon Dunham, and Interim City Manager Jeremy Frazier. Not Present Mayor Sharon Foerster

**Open Meeting:** Call to Order. Mayor Pro Tem Jenkins called the meeting to order at 6:00 p.m. Councilman Jameson gave the invocation and led the Pledge.

- a. Presentation from Bastrop County Advisory Board of Health given by Cassidy Penn.
- b. Economic Development Annual Report given by Jill Strube
- c. Update on the Smithville Recycling Center from Councilman Jenkins

Citizen Comments: None

Approval of the minutes from the November 10, 2025, Council Meeting and Public Hearing, Councilman Dunham made a motion to approve the minutes. Councilwoman Meek seconded, and the motion passed via a unanimous roll-call vote.

**Closed Session: Council went into closed session at 6:50 PM**

The City Council went into an Executive Session pursuant to the Open Meetings Act, Chapter 551, Government Code. Code, in accordance with the authority contained in Section 551.071, Consultation with the Attorney (Regarding the lease agreement with LCRA to use parkland).

**Open Session: Council came back into open session at 6:57 PM**

Citizen Comments: None

Discussion and Action on a lease agreement with LCRA to place a 100'x 100' self-supporting tower for their private LTE communications network on City property. Ryan Henry, legal Counsel, stated that per the State Park Wildlife Code, the City is required to hold public hearings before it can lease parkland. No action was taken as a result of the closed session or on this item.

Citizen Comments: None

Discussion and Action on authorizing expenditures from Tax Notes per ordinance 2025-697. Councilman Jameson made a motion to approve tub grinding at the brush dump for \$47,600 from the 2025 Tax Note. Councilman Washington seconded, and the motion passed unanimously by roll-call vote. Council chairs were already approved, the City Secretary provided options to choose from, and the Council picked the real leather chairs for \$279.99 each. Councilman Dunham made a motion to approve \$12,200 for upgrading cameras and \$63,000 for ERP System/Tyler Tech conversion from the 2023 Tax note. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Public Comment (15 minutes max): No one signed up to speak.

Hear recommendations from Planning and Zoning on:

- a. On a side yard setback for 805 Charleston, Riverdale, Block 10, Lot 3 & 4, property owner Yokubaitus Family Trust, agent Barron Homes, Inc. DBA Custom Pro Remodeling. P&Z Chair Caroline Noya said the P&Z recommends approval of the variance.
- b. On a zone change from SF-1 (Single-Family Dwelling and Duplex District) to PDD (Planned Development District) for parcel 68380, A46 Lomas, L., Acres 5.3600, and parcel 68397 A46 Lomas L. Acres 0.2700 to be rezoned from MR (Mixed Residential) to Planned Development District (PDD) property owner Roving Volunteers in Christ's Service, agent Randy Bauer. P&Z Chair Caroline Noya said the P&Z recommends approval of the zone change for the 5.3600 acres, property ID# 68380, but denies the zone change for the 0.2700 acres property ID# 68397.
- c. On an Ordinance amending sections referring to the masonry wall of the City of Smithville Code of Ordinances to allow an 8-foot double-sided wooden fence as a noise attenuating wall. P&Z Chair Caroline Noya said the P&Z recommends approval of the ordinance.
- d. On an Ordinance amending the Zoning Ordinance, Chapter 14A, Section 4.7, City of Smithville Code of Ordinances, to add regulations pertaining to Short-Term Rentals. P&Z Chair Caroline Noya said the P&Z recommends approval of the ordinance.

**Public Hearing:**

Call to order

Hear Citizen Comments on: No one signed up to speak in the public hearing on any item.

- a. On a side yard setback for 805 Charleston, Riverdale, Block 10, Lot 3 & 4, property owner Yokubaitus Family Trust, agent Barron Homes, Inc. DBA Custom Pro Remodeling.
- b. On a zone change from SF-1 (Single-Family Dwelling and Duplex District) to PDD (Planned Development District) for parcel 68380, A46 Lomas, L., Acres 5.3600, and parcel 68397 A46 Lomas L. Acres 0.2700 to be rezoned from MR (Mixed Residential) to Planned Development District (PDD) property owner Roving Volunteers in Christ's Service, agent Randy Bauer.
- c. On an Ordinance amending sections referring to the masonry wall of the City of Smithville Code of Ordinances to allow an 8-foot double-sided wooden fence as a noise attenuating wall.
- d. On an Ordinance amending the Zoning Ordinance, Chapter 14A, Section 4.7, City of Smithville Code of Ordinances, to add regulations pertaining to Short-Term Rentals.

Adjourn

**Open Meeting:**

Discussion and Action from Council on:

- a. On a side yard setback for 805 Charleston, Riverdale, Block 10, Lot 3 & 4, property owner Yokubaitus Family Trust, agent Barron Homes, Inc. DBA Custom Pro Remodeling. Councilman Dunham made a motion to approve the 2' side yard setback with the following findings, the variance will not be contrary to the public interest, and there are special conditions affecting the applicant's property; and because of the special conditions, literal enforcement of the ordinance would result in the unnecessary hardship; and the variance observes the spirit of the ordinance and substantial justice is done by granting the variance. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.
- b. On a zone change from SF-1 (Single-Family Dwelling and Duplex District) to PDD (Planned Development District) for parcel 68380, A46 Lomas, L., Acres 5.3600, and parcel 68397 A46 Lomas L. Acres 0.2700 to be rezoned from MR (Mixed Residential) to Planned Development District (PDD) property owner Roving Volunteers in Christ's Service, agent Randy Bauer. Councilman Dunham made a motion to approve the zone change from SF-1 to PDD for property ID 68380 (5.3600 acres). Councilwoman Meek seconded, and the motion passed unanimously by roll-call vote. Councilman Dunham made a motion to deny the zone change from MR to PDD for property ID# 68397 (0.2700 acres). Councilman Jameson seconded, and the motion passed via a unanimous roll-call vote.
- c. On an Ordinance amending sections referring to the masonry wall of the City of Smithville Code of Ordinances to allow an 8-foot double-sided wooden fence as a noise attenuating wall. Councilman Dunham didn't want a blanket exception for the masonry wall and thought Industrial zoned properties should still be required to have the masonry wall. Ryan Henry (legal counsel) will fix the ordinance to make Industrial zoned properties have the masonry wall and bring it back to the Council for approval. No action was taken on this item.
- d. On an Ordinance amending the Zoning Ordinance, Chapter 14A, Section 4.7, City of Smithville Code of Ordinances, to add regulations pertaining to Short-Term Rentals. Councilman Jameson made a motion to approve the ordinance amendment. Councilwoman Meek seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on a Public Improvement District (PID) Agreement with Enclave at Riverbend. Bond Counsel and Legal Counsel still need to review the document; this item will come back to Council at a later date. No action was taken on this item.

Citizen Comments: None

Discussion and Action on a letter of approval for Bastrop County ESD #3 to be the EMS Agency for the City of Smithville. Councilman Jameson made a motion to approve the letter of approval for Bastrop County ESD #3. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on the Avenu Insights and Analytics, LLC contract, and bringing it back in-house, and collecting Hotel Occupancy Tax (HOT) and processing Short-Term Rental permits in-house, and how far back we want to collect past due HOT Tax. There was discussion on how far back the council wanted to collect, and Ryan Henry told the council he would bring council options of enforcement to pick from at a later Council meeting. Councilwoman Meek made a motion to bring the Hot Tax collection and the STR permits back in-house and to non-renew the contract with Avenu Insights and Analytics. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

This item was moved up on the agenda.

Citizen Comments: Cody Wilson, Brandy Royster, Sara Hickman, and Carolyn Noya all spoke in support of the non-profit entities.

Discussion and Action on Memorandum of Understanding (MOU) with non-profits waiving rent and the utility fees per Resolution 2025-09-555 and council action at the September 8, 2025, council meeting for:

- a. Smithville Fire Department
- b. Smithville Area Chamber of Commerce
- c. Lost Pines Artisan Alliance
- d. Smithville Community Gardens
- e. Smithville Workforce Training Center Career Tracks.

Councilman Dunham made a motion regarding the LPAA and Community Gardens, to direct the City Manager to begin negotiating with the non-profits to determine the public good they provide to determine relevant metrics based off of the report that he saw from LPAA today that includes SMART Goals, that include projections of increasing impact at a pace similar to the impacts they have already demonstrated, in exchange for that there will be a 3 year MOU abatement of rent and utilities and requirement to demonstrate those metrics and performances of those metrics and report back to Council every 6 months. Councilman Jameson seconded, and the motion passed

unanimously by roll-call vote. Councilman Dunham said he wanted to restate his previous motion, but for the Smithville Chamber. Councilman Washington seconded, and the roll-call vote was:

For: Dunham, Jenkins, Jameson, Washington

Abstain: Meek

The MOU for the Fire Department was not voted on. Council will hold off on this until they hear back from Ryan.

Citizen Comments: Rachael Tolbert spoke on this item and wanted clarification on what Mr. Millspaugh was doing to the property.

### **Closed Session: Council went into closed session at 9:17 PM**

The City Council went into an Executive Session pursuant to the Open Meetings Act, Chapter 551, Government Code. Code, in accordance with the authority contained in Section 551.071, Consultation with the Attorney (Regarding the Certificate of Appropriateness).

### **Open Session: Came back into open session at 9:30 PM**

Discussion and Action on a Certificate of Appropriateness (COA) to install a 2-3-foot-high split rail fence at 100 Main St, owner Sid Millspaugh. Monica Poss from the Historical Preservation and Design Standards Committee recommended that the Council approve the COA. Councilman Jameson said on the advice of Legal Counsel, the City is denying the COA. Councilman Washington seconded the motion, and it passed unanimously via a roll-call vote.

Citizen Comments: None

Discussion and Action on awarding a contract from the submitted Request for Qualifications (RFQ) Bids for Engineering and Design Services for the Smithville-Crawford Airport (84R). The RFQ ran in the Bastrop Advertiser on November 5<sup>th</sup> and November 12<sup>th</sup>. The bid opening and scoring were on December 3, 2025. Sandy Meyerson, the Airport Operations Manager, said they received 5 detailed packets from engineering firms, and the committee, comprised of three Airport Advisory Board members, determined through review and scoring of all qualification statements that Woolpert, Inc., would be awarded the engineering and design services contract. Councilman Jameson made a motion to award Woolpert, Inc., the contract. Councilman Washington seconded, and the motion passed unanimously via roll-call vote.

Citizen Comments: None

Discussion and Action on an Interlocal Agreement (ILA) with Bastrop County for the Bastrop County Healthcare collaborative “Create a Job, Save a Job”. This Interlocal Agreement (ILA) establishes the partnership between the City and the Bastrop County Health Department in co-leading the Bastrop County Healthcare Collaborative, which was established to carry out the “Create a Job, save a Job” initiative funded by the two-year St. David’s Foundation \$2M grant. The City’s designee will provide leadership and administrative support for this project from July 2025 to June 2027. For this work, the city will receive \$10,000 each year (total of \$20,000). The County is the lead agency – the County will manage disbursement of all funds and will be the

primary grant manager. The city will designate a staff member to assist in this work. Councilman Dunham made a motion to approve the ILA pending review by Ryan Henry. Councilman Jameson seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on a License Agreement for Joint Use of Pole between the City of Smithville and Spectrum Gulf Coast, LLC. No Action was taken on this item.

Citizen Comments: None

Discussion and Action on an appointment to replace/reappoint members of the Smithville Housing Authority Board. The Smithville Housing Authority Board consists of five (5) members recommended by the mayor. Board members serve 2-year terms with two (2) members appointed in even-numbered years and two (2) members appointed in odd-numbered years. The resident board member will serve a 1-year term. The following positions are being recommended for your consideration: (Doris, Troy, and Novalee)

Kim Roberts - Place 1 (Even Years) – Term expires Dec 2026- (FYI ONLY)

Michael Murphy – Place 2 (Even Years) –Term expires Dec 2026- (FYI ONLY)

Doris Weaver – Place 3 (Odd Years) – New Appointment (Term expires Dec 2027)

Troy Streuer – Place 4 (Odd Years) – Reappointment – (Term expires Dec 2027)

Novalee Wolfe – Place 5 (Resident) – Reappointment (Term expires Dec 2026)

Councilman Jameson made a motion to appoint Troy Streuer, Doris Weaver, and Novalee Wolfe to the Smithville Housing Authority Board. Councilwoman Meek seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on an appointment to replace Garrett Gutierrez on the Planning and Zoning Commission. The City Manager has reviewed the applications and recommends Brian Wells, a civil engineer, to be placed on the Planning and Zoning Commission. Councilman Jameson made a motion to appoint Brian Wells to the Planning and Zoning Commission. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on appointment to the Parks and Rec Board, Places 1, 2, 3, 4, and 5. No action was taken on this item.

Citizen Comments: None

Discussion and Action on an updated Resolution supporting the application to the Texas Department of Transportation's 2025 Transportation Alternatives Set-Aside (TA) Call for Projects and authorizing the City Manager as the signatory responsible for the amended advanced funding agreement with the Texas Department of Transportation and related contracts. Councilwoman

Meek made a motion to approve the Resolution. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on the Approval of the Financial Report. Councilman Washington made a motion to approve the financial report. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

Adjourn: 10:03 PM

---

Sharon Foerster, Mayor

Attest:

---

Jennifer Lynch, City Secretary

# Item #8

# Item 5: Teague COA



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

Received by: [Signature]  
Date Received: 12/2/2025

The HPDS meets quarterly and as needed throughout the year.

DATE SUBMITTED: 12/01/2025

APPLICANT INFORMATION: Applicant is:

Building Owner  Business Owner  Contractor

Applicant Signature: Hannah Teague

PRINT Applicant Name: Hannah Teague

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

### \*BUILDING INFORMATION

Name of Building: \_\_\_\_\_

Physical Address: 117 Main St 78957

Year Built: \_\_\_\_\_

Owner Name: Robert & Janet Remlinger

Owner Mailing Address: \_\_\_\_\_

Owner Phone # (\_\_\_\_\_) \_\_\_\_\_

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

Building Owner Signature: [Signature]

Date Approved by Owner: 12/2/2025

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

Start:    /    /    Complete:    /    /   

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.

Painting black letters onto brick building and hang wooden sign under awning in front of door. All black and white letters/signage.  
*(Please continue on another sheet if necessary)*

### BUSINESS INFORMATION

Business Name: XO By Hannah Boutique & Salon

Business Owner Same as Building Owner

If Different:

Bus. Owner Name: Hannah Teague

*(Please continue information on another sheet if necessary)*

Bus. Mailing Address: 117 main St. Smithville Tx 78957

Bus. Phone # (\_\_\_\_\_) \_\_\_\_\_

Bus. Email: \_\_\_\_\_

I certify that I have been notified about this application:

Bus. Owner Signature: Hannah Teague

### Attach supporting documentation, for example:

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

### CONTRACTOR INFORMATION

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

Contractor Address: \_\_\_\_\_

Contr. Phone # (\_\_\_\_\_) \_\_\_\_\_

Contr. Email: \_\_\_\_\_

Other Contractor Information: \_\_\_\_\_

### TO BE COMPLETED BY STAFF

Application # 002-25

Bldg. Permit/License Agreement:  Yes  No

Eligible for Administrative Approval:  Yes  No

HPDS Meeting Date: 12 / 17 / 2025

### Staff Recommendations/Comments to HPDS

\_\_\_\_\_

*(Please continue information on another sheet if necessary)*

### HPDS Recommendation:

Approval  Denial  Not Applicable (Admin. Approval)

Recommendation Date:    /    /

XO *By Hannah*

Boutique & Salon

SWEET LIFE

OPEN

**Sidewalk sign**  
**Wooden sign painted**  
**white with black**  
**letters**



**XO**

*By Hannah*

**Boutique & Salon**

Building Scope of work:

XO By Hannah

◇ Boutique & Salon ◇ ◇

Awning Scope of work:

XO  
By Hannah  
Boutique & Salon

Item #9

# Item 6: Tolbert COA



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

Received by: [Signature]  
Date Received: 12/8/2025\*

The HPDS meets quarterly and as needed throughout the year.

*Deadline pushed  
due to mis info*

DATE SUBMITTED: 12/8/2025

APPLICANT INFORMATION: Applicant is:

Building Owner  Business Owner  Contractor

Applicant Signature: [Signature]

PRINT Applicant Name: Rachael Tolbert

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: \_\_\_\_\_

BUILDING INFORMATION

Name of Building: Faire La Noubia

Physical Address: 110 Main Street

Year Built: 1935

Owner Name: Rachael Tolbert

Owner Mailing Address: [Redacted]

Owner Phone #: [Redacted]

Owner Email: [Redacted]

Building Owner Signature: [Signature]

Date Approved by Owner: 11/25/2025

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

Start: 12/8/25 Complete: 1/23/26

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.

Replace broken, Plexiglas windows. Remove A/C unit and replace with window. Repair window and door frames. Paint front of building. Add new business signage and new front door lighting.

*(Please continue on another sheet if necessary)*

BUSINESS INFORMATION

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

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: \_\_\_\_\_

Attach supporting documentation, for example:

- Proposed Paint Color Kelly Moore KMA81
- Historic and/or Current Photographs Evening Cityscape
- Materials Specifications
- Elevations or Other Drawings

TO BE COMPLETED BY STAFF

Application # \_\_\_\_\_

Bldg. Permit/License Agreement:  Yes  No

Eligible for Administrative Approval:  Yes  No

HPDS Meeting Date: \_\_\_\_\_ / 003-25 / \_\_\_\_\_

Staff Recommendations/Comments to HPDS

12 17 2025

*(Please continue information on another sheet if necessary)*

HPDS Recommendation:

Approval  Denial  Not Applicable (Admin. Approval)

Recommendation Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

CONTRACTOR INFORMATION

Contractor Name: Scott Bolz, Turquoise Moon

Contractor Address: [Redacted]

Contr. Phone #: [Redacted]

Contr. Email: [Redacted]

Other Contractor Information: \_\_\_\_\_

X  
X

## Order Details

Order placed November 18, 2025

Order # 114-5349716-8453055

Invoice 

<b>Ship to</b> Rachael Tolbert [Redacted] United States	<b>Payment method</b> [Redacted] <a href="#">View related transactions</a>	<b>Order Summary</b> Item(s) Subtotal: \$190.99 Shipping & Handling: \$0.00 Total before tax: \$190.99 Estimated tax to be collected: \$12.89 <b>Grand Total: \$203.88</b>
<b>Placed by</b>	Rachael Tolbert	

**Arriving Monday**



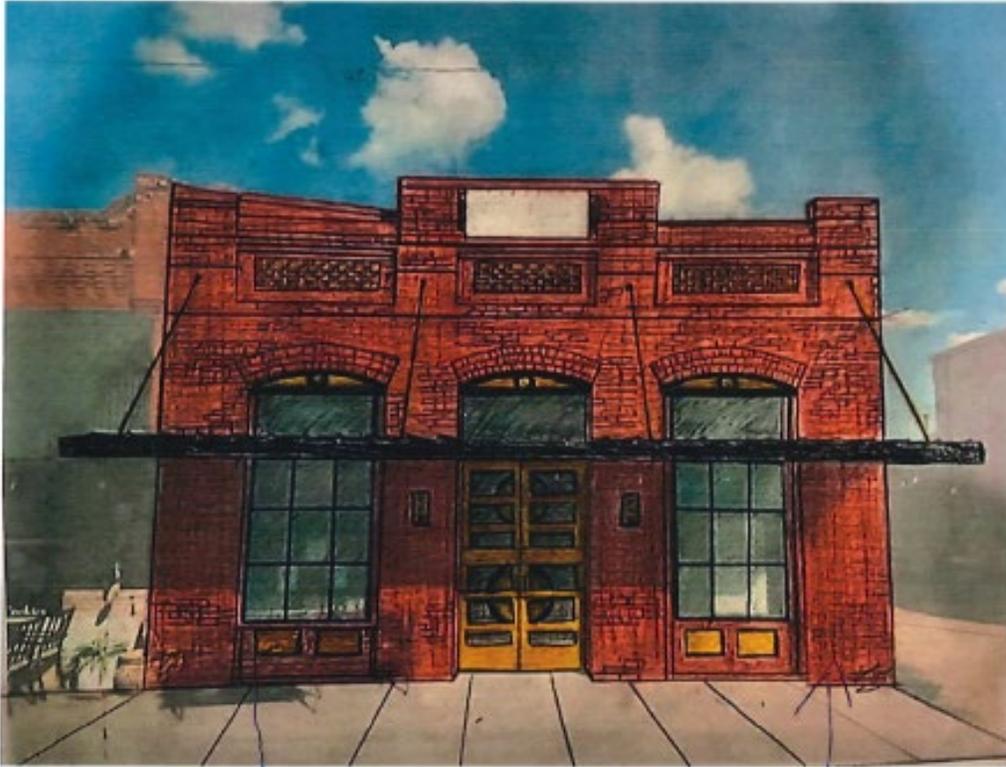
24" Dusk to Dawn Outdoor Wall Light Fixture 2 Pack-Black Extra Large Modern Porch Lantern 3-Light, Waterproof Exterior Lighting Sconce Wall Mount, Outside Lamp for Entryway Garage Coach E12 Base  
Sold by: SIAPAVOI  
Supplied by: Other  
\$190.99

[Buy it again](#)

- [Track package](#)
- [Cancel items](#)
- [Ask Product Question](#)
- [Write a product review](#)
- [Change Payment Method](#)

Sign Design (Black + White only)

**Faire**  
**LA NOUBA**



Black window trim

Paint Color  
Kelly Moore  
KMA81  
Evening  
Cityscape



(Deep grey-blue)

The entire building will be painted with Kelly Moore KMA81 “Evening Cityscape” – one of the approved historic colors. The window trim will be painted black. The yellow screen doors will be removed, and the existing main doors will be repaired.

Item #10

## Boards and Commissions Applications

<u>Submitted</u>	<u>Name</u>	<u>P&amp;Z</u>	<u>HPDS</u>	<u>Hospital</u>	<u>Housing</u>	<u>Airport</u>	<u>Library</u>	<u>Parks &amp; Rec</u>	<u>Other</u>
12/01/2025	Tom Medlin	X							
11/26/2025	Leslie DeGraffenried	X	X		X			X	
11/25/2025	Christi Wagner	X							
11/22/2025	Mary Cartwright	X	X						
11/22/2025	Chris Wilkey		X	X				X	
11/24/2025	Annemieke Pot	X	X			X	X		X
11/24/2025	Kristin Barrow	X							X
11/16/2025	Brian Wells	X							
11/16/2025	Mark Bunte			X				X	
12/01/2025	Mike Reynolds	X	X						
11/16/2025	Troy Streuer				X				
11/16/2025	Novalee Wolfe				X				
	Jimmy Trousdale			X					
11/20/2025	Doris Weaver				X				
12/05/2025	Lisa Rinehart	X							
12/05/2025	Ginny Lewis Ford		X						
12/09/2025	Brian Burkitt	X	X						
12/09/2025	Erin Cornett		X						
12/12/2025	Betty McBryar								X
12/12/2025	Kaila Smith								X
12/15/2025	Doug Leyendecker							X	
12/29/2025	Cynthia Burton				X				
01/06/2026	Leslie Mellenbruch		X						

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Wednesday, November 26, 2025 5:11:50 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Leslie
Middle	S
Last Name	deGraffenried
Street Address:	[REDACTED]
City	Smithville
State:	Texas
Zip Code:	78957
Home email	[REDACTED]
Work Email:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
Cell Phone:	[REDACTED]
Please indicate how you wish to be contacted:	Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING

Historic Preservation Design, Planning and Zoning, Housing Authority Board

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

**Page Two**

---

Demographics

---

Education

Graduate School

---

Age Range:

60+

---

Years in Smithville

5-9

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

---

2. How did you hear about this Board and/or vacancy?

Smithville News

---

3. Please list experience and background relevant to the Board for which you are applying:

I am an attorney, practiced 10 years in Austin. I am a retired U.S. Diplomat. I served in the U.S. State Department for 30 years, managing and running international relationships and projects around the globe. I retired 4 years ago, and returned home to Central Texas.

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name:

Leslie "Les" deGraffenried

---

Date

11/26/2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Saturday, November 22, 2025 4:05:35 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Mary
Middle	J
Last Name	Cartwright
Street Address:	[REDACTED]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[REDACTED]
Work Email:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
Cell Phone:	[REDACTED]
Please indicate how you wish to be contacted:	Phone, Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING

Historic Preservation Design, Planning and Zoning

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

**Page Two**

---

Demographics

---

Education

Graduate School

---

Age Range:

35-59

---

Years in Smithville

<>

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

no

---

2. How did you hear about this Board and/or vacancy?

PSA

---

3. Please list experience and background relevant to the Board for which you are applying:

As an undergraduate, I minored in interior design. Ultimately, I started my first career in human resources, with my last HR job being for an architecture firm. I have had some college-level courses in architecture and the history of interiors and furnishings. My second career was as a classical teacher. I have an interest in and have taught world history and American history. I moved to Smithville to fulfill the dream of owning a historic home in a protected historic district. Our last home was in

The Woodlands, where we enjoyed the benefits of raising our children in a planned community. Niche magazine now rates The Woodlands as the best place to buy a home in America. I can bring an appreciation for historic charm together with an understanding of what thoughtful restrictions on growth, signage, and lighting can do for a community. I grew up in Houston and would not like to see Smithville become anything like Houston.

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Mary J. Cartwright

---

Date 12/22/25

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [Jennifer Lynch](#)  
**To:** [CityManager](#)  
**Subject:** FW: Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Monday, November 24, 2025 9:30:00 AM

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Saturday, November 22, 2025 11:34 AM  
**To:** Jill Strube <JStrube@ci.smithville.tx.us>; Jennifer Lynch <JDLynch@ci.smithville.tx.us>  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Chris
Middle	<i>Field not completed.</i>
Last Name	Wilkey
Street Address:	████████████████████
City	Smithville
State:	Texas
Zip Code:	78957
Home email	████████████████████
Work Email:	████████████████████
Home Phone:	██████████
Work Phone:	██████████
Cell Phone:	██████████
Please indicate how you	Email

wish to be contacted:

---

## CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

---

## ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, Hospital Authority Board , Standards Advisory Committee, Other  
COMMISSION, AND/OR  
COMMITTEE FOR WHICH  
YOU ARE APPLYING

---

STATUS New Applicant

---

If you are a current Board member, type years in service: *Field not completed.*

---

### Page Two

---

#### Demographics

---

Education College Degree

---

Age Range: 60+

---

Years in Smithville 5-9

---

#### Qualifications

---

1. have you previously been a member of a City No

of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

---

2. How did you hear about this Board and/or vacancy? PSA

---

3. Please list experience and background relevant to the Board for which you are applying: As an HR professional and Recruiter, I have over 10 years of experience in building relationships with a wide variety of clinical and medical professional staff as well as Director and Managers building relationships with them and successfully reaching out to potential qualified candidates for open opportunities at our facility. Additionally, I have deep interest in the future Economic Development of Smithville

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

#### DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Robert Chrisman Wilkey

---

Date 11-21-2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [Jill Strube](#)  
**To:** [Jennifer Lynch](#)  
**Subject:** FW: Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Monday, November 24, 2025 10:02:24 AM

---

Annemieke Pot's form.

*Please note that any correspondence, such as e-mails or letters to City Officials or Staff may become a public record and be made available for Public/Media view.*

Jill Strube, Ph.D.  
Director, Economic Development/Grants Administrator  
Direct: 512 237 3282 x 2109  
[jstrube@ci.smithville.tx.us](mailto:jstrube@ci.smithville.tx.us)

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Saturday, August 23, 2025 9:18 PM  
**To:** Jill Strube <JStrube@ci.smithville.tx.us>; Jennifer Lynch <JDLynch@ci.smithville.tx.us>  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Annemieke
Middle	<i>Field not completed.</i>
Last Name	Pot
Street Address:	██████████
City	Smithville
State:	TX
Zip Code:	78957
Home email	████████████████████
Work Email:	████████████████████
	██████████

Home Phone:

---

Work Phone:



Cell Phone:



Please indicate how you wish to be contacted: Phone, Email

---

#### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

---

#### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
  - Applicant cannot be an elected official, officer, or employee of the City of Smithville.
  - Members are expected to be able to complete their term.
- 

CITY ADVISORY BOARD,  
COMMISSION, AND/OR  
COMMITTEE FOR WHICH  
YOU ARE APPLYING

Airport Advisory Board, Historic Preservation Design, Standards Advisory Committee, Library Advisory Board, Planning and Zoning, Other

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

#### Page Two

---

Demographics

---

Education

College Degree

---

Age Range:

35-59

---

Years in Smithville

<>

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

---

2. How did you hear about this Board and/or vacancy?

City Website

---

3. Please list experience and background relevant to the Board for which you are applying:

I grew up in a small town in the Netherlands, so I've always appreciated the power of tight-knit communities. After spending years working in fast-paced jobs around the world and living in Houston, my wife and I moved to Smithville to enjoy a quieter life and feel more connected to the people around us. We were drawn to the town's friendly atmosphere, strong character, and the chance to be part of something meaningful. That feeling of belonging is what inspires me to serve on a Board.

My career has taken me to many places around the world, helping me learn how to solve problems, understand different cultures, and plan with everyone in mind. I've worked in business development and marketing for over 20 years, and I bring a mix of strategic thinking, strong leadership, and community values to the table. I've spent my career building partnerships, launching new ideas, and using data to find smart opportunities—skills that can help Smithville grow in a thoughtful and sustainable way.

What I Bring to the Board:

- Planning & Execution - At my current job with Cisco, I've led big projects worth millions of dollars. I know how to turn long-term goals into real results.
- Using Data to Make Smart Choices - I've built tools to track progress and done research to guide decisions. I believe in being clear and honest when making choices that affect others.
- Team Leadership Across Departments - I've worked in sales, marketing, operations, and business development. I know how to bring different people together and help them work as a team.
- Managing Budgets & Finding Funding - I've handled large budgets and helped raise money for important programs. I understand how to manage resources wisely.

My Commitment to Smithville: I care deeply about Smithville's future. I want to help the town grow in a way that includes everyone, protects our history, and meets the needs of all residents. I hope to bring new ideas to a Board while staying true to the values that make Smithville special.

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Anneimeke Pot

---

Date 8/23/2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Tuesday, December 2, 2025 2:37:00 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name Mike

Middle M

Last Name Reynolds

Street Address: [REDACTED]

City Smithville

State: TX

Zip Code: 78957

Home email [REDACTED]

Work Email: [REDACTED]

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Cell Phone: [REDACTED]

Please indicate how you wish to be contacted: Phone, Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Historic Preservation Design, Planning and Zoning
--	---

---

STATUS	New Applicant
--------	---------------

---

If you are a current Board member, type years in service:	<i>Field not completed.</i>
---	-----------------------------

---

**Page Two**

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Demographics

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Education	HS/GED
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---

Age Range:	60+
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---

Years in Smithville	<>
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---

Qualifications

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1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.	No
---	----

---

2. How did you hear about this Board and/or vacancy?	Online
--	--------

---

3. Please list experience and background relevant to the Board for which you are applying:	I have 40+years commercial and residential construction background. I've worked with TxDoT, FAA as well as hospitals, universities and industrial properties. I have remodeled historical homes in Nacogdoches, Lufkin and Timpson Texas. I just moved here a few weeks ago and looking to see if my experience could be a benefit for this town that is now my forever home. I could give much more info in person or by phone or email if needed.
--	---

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name:

Mike Reynolds

---

Date

12/2/2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Friday, December 5, 2025 3:40:33 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Ginny
Middle	<i>Field not completed.</i>
Last Name	Lewis Ford
Street Address:	██████████
City	Smithville
State:	Texas
Zip Code:	78957
Home email	██████████
Work Email:	██████████
Home Phone:	██████████
Work Phone:	██████████
Cell Phone:	██████████
Please indicate how you wish to be contacted:	Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Historic Preservation Design
--	------------------------------

---

STATUS	New Applicant
--------	---------------

---

If you are a current Board member, type years in service:	<i>Field not completed.</i>
---	-----------------------------

---

**Page Two**

---

Demographics

---

Education	Graduate School
-----------	-----------------

---

Age Range:	35-59
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---

Years in Smithville	2-4
---------------------	-----

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.	No
---	----

---

2. How did you hear about this Board and/or vacancy?	Online
--	--------

---

3. Please list experience and background relevant to the Board for which you are applying:	I am an attorney who has a deep family history in Smithville and recently invested in saving a historic home on Main Street for personal use. Smithville is a heartbeat for me and I truly care about its historic charm and the future of historic downtown.
--	---

For 20 years I worked at the Texas Association of Regional Councils, most recently as Executive Director. Not only do I have experience in policy but also in grant and foundation funding.

It would be an honor to help the council make informed decisions about its future combined with its past.

---

**Note**

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name:

Ginny Lewis Ford

---

Date

12/5/25

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Tuesday, December 9, 2025 11:47:58 AM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Brian
Middle	<i>Field not completed.</i>
Last Name	Burkitt
Street Address:	██████████
City	Smithville
State:	TX
Zip Code:	78957
Home email	██████████
Work Email:	██████████
Home Phone:	██████████
Work Phone:	██████████
Cell Phone:	██████████
Please indicate how you wish to be contacted:	Phone

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING

Standards Advisory Committee, Planning and Zoning

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

**Page Two**

---

Demographics

---

Education

College Degree

---

Age Range:

18-34

---

Years in Smithville

<>

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

---

2. How did you hear about this Board and/or vacancy?

Youtube Ad

---

3. Please list experience and background relevant to the Board for which you are applying:

Civil engineer

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Brian Burkitt

---

Date 12/9/2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Tuesday, December 9, 2025 1:59:32 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Erin
Middle	K
Last Name	Cornett
Street Address:	[REDACTED]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[REDACTED]
Work Email:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
Cell Phone:	[REDACTED]
Please indicate how you wish to be contacted:	Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING

Historic Preservation Design

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

**Page Two**

---

Demographics

---

Education

Graduate School

---

Age Range:

35-59

---

Years in Smithville

<>

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

---

2. How did you hear about this Board and/or vacancy?

Monica Poss

---

3. Please list experience and background relevant to the Board for which you are applying:

I have a BA and an MA in US cultural history, which included some coursework in architecture. I am also a volunteer with the Smithville Heritage Society, where I'm learning more about the history of Smithville and its historical architecture. I would love the opportunity to help preserve the historical nature of parts of Smithville.

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Erin Cornett

---

Date 12/9/25

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Monday, January 5, 2026 6:16:21 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Leslie
Middle	<i>Field not completed.</i>
Last Name	Mellenbruch
Street Address:	██████████
City	Smithville
State:	TX
Zip Code:	78957
Home email	████████████████████
Work Email:	████████████████████
Home Phone:	██████████
Work Phone:	██████████
Cell Phone:	██████████
Please indicate how you wish to be contacted:	Phone, Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING

Historic Preservation Design

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

**Page Two**

---

Demographics

---

Education

Graduate School

---

Age Range:

35-59

---

Years in Smithville

<>

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

no

---

2. How did you hear about this Board and/or vacancy?

city council member

---

3. Please list experience and background relevant to the Board for which you are applying:

I have been a Realtor for 8+ years, frequently remodeled homes, own a residential and commercial historic building in Smithville. Lived in Bastrop County 20+ years

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Leslie Mellenbruch

---

Date 01/5/2025

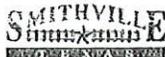
---

Email not displaying correctly? [View it in your browser.](#)

Item #11

## Boards and Commissions Applications

<u>Submitted</u>	<u>Name</u>	<u>P&amp;Z</u>	<u>HPDS</u>	<u>Hospital</u>	<u>Housing</u>	<u>Airport</u>	<u>Library</u>	<u>Parks &amp; Rec</u>	<u>Other</u>
12/01/2025	Tom Medlin	X							
11/26/2025	Leslie DeGraffenried	X	X		X			X	
11/25/2025	Christi Wagner	X							
11/22/2025	Mary Cartwright	X	X						
11/22/2025	Chris Wilkey		X	X				X	
11/24/2025	Annemieke Pot	X	X			X	X		X
11/24/2025	Kristin Barrow	X							X
11/16/2025	Brian Wells	X							
11/16/2025	Mark Bunte			X				X	
12/01/2025	Mike Reynolds	X	X						
11/16/2025	Troy Streuer				X				
11/16/2025	Novalee Wolfe				X				
	Jimmy Trousdale			X					
11/20/2025	Doris Weaver				X				
12/05/2025	Lisa Rinehart	X							
12/05/2025	Ginny Lewis Ford		X						
12/09/2025	Brian Burkitt	X	X						
12/09/2025	Erin Cornett		X						
12/12/2025	Betty McBryar								X
12/12/2025	Kaila Smith								X
12/15/2025	Doug Leyendecker							X	
12/29/2025	Cynthia Burton				X				
01/06/2026	Leslie Mellenbruch		X						
01/08/2026	Ken Peck					X			
01/08/2026	Travis Hill					X			
01/08/2026	James Sterling					X			



# APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

### Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary  
317 Main St  
Smithville, TX 78957  
[jdlynch@ci.smithville.tx.us](mailto:jdlynch@ci.smithville.tx.us)

### APPLICANT INFORMATION

Name: <b>JAMES STERLING</b>			
Street Address: [REDACTED]			
City: <b>Smithville</b>	State: <b>TX</b>	Zip Code: <b>78957</b>	
Home email: [REDACTED]		Work email: <b>same</b>	
Home Phone: [REDACTED]	Work Phone: [REDACTED]	[REDACTED]	

Please indicate how you wish to be contacted: Phone  Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.  
All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input checked="" type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Current Board Member Years of Service: <b>4</b>
--	--

DEMOGRAPHICS				
<b>Education:</b>				
<input type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input checked="" type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
<b>Age Range:</b>				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
<b>Years in Smithville:</b>				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input checked="" type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input type="checkbox"/> 20+

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

*4 years Airport*

2. How did you hear about this Board and/or vacancy?

*ACTIVE WITH AIRPORT FOR PAST 10 YEARS*

3. Please list experience and background relevant to the Board for which you are applying:

*HAVING SERVED AS BOARD SECRETARY PAST 4 YEARS.*

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

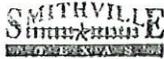
I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE

*[Handwritten Signature]*

DATE

*1-7-2026*



APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE
ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Name: TRAVIS Hill
Street Address: [Redacted]
City: Smithville State: TX Zip Code: 78957
Home email: [Redacted] Work email:
Home Phone: [Redacted] Work Phone: Cell Phone:

Please indicate how you wish to be contacted: Phone [checked] Email [ ]

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.
All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
Applicant cannot be an elected official, officer, or employee of the City of Smithville.
Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING
[X] AIRPORT ADVISORY BOARD [ ] LIBRARY ADVISORY BOARD
[ ] HOSPITAL AUTHORITY BOARD [ ] PLANNING AND ZONING
[ ] HISTORIC PRESERVATION DESIGN [ ] HOUSING AUTHORITY BOARD
STANDARDS ADVISORY COMMITTEE [ ] OTHER

[ ] New Applicant [X] Current Board Member
Years of Service: 4

DEMOGRAPHICS				
<b>Education:</b>				
<input type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input checked="" type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
<b>Age Range:</b>				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input checked="" type="checkbox"/> 35-59	<input type="checkbox"/> 60+	
<b>Years in Smithville:</b>				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input checked="" type="checkbox"/> 10-19	<input type="checkbox"/> 20+

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

4 years Airport Advisory Board

2. How did you hear about this Board and/or vacancy?

Active member of 84R Airport - my wife and I hangar an airplane there

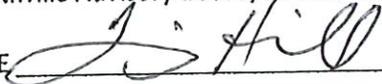
3. Please list experience and background relevant to the Board for which you are applying:

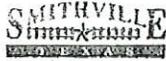
13 years flying out of 84R. Active members/business owners in Smithville

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE  DATE 1-5-26



# APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

### Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary  
317 Main St  
Smithville, TX 78957  
[jdlynch@ci.smithville.tx.us](mailto:jdlynch@ci.smithville.tx.us)

### APPLICANT INFORMATION

Name: <i>Kenneth Peck</i>		
Street Address: [REDACTED]		
City: <i>Smithville</i>	State: <i>TX</i>	Zip Code: <i>78957</i>
Home email: [REDACTED]	Work email: [REDACTED]	
Home Phone: [REDACTED]	Work Phone: [REDACTED]	Cell Phone: [REDACTED]

Please indicate how you wish to be contacted: Phone \_\_\_ Email X

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.  
All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input checked="" type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Current Board Member Years of Service: <u>11</u>
--	---

DEMOGRAPHICS				
<b>Education:</b>				
<input type="checkbox"/> HS/GED	<input checked="" type="checkbox"/> Some College	<input type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
<b>Age Range:</b>				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
<b>Years in Smithville:</b>				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input checked="" type="checkbox"/> 20+

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

Airport Advisory Board - 2 yrs.

2. How did you hear about this Board and/or vacancy?

Attending board meeting

3. Please list experience and background relevant to the Board for which you are applying:

I have been a licensed pilot since 1967.  
My full time occupation was flying for a living from 1979 - 2011.  
I have based my airplane at Smithville since 1996.  
I have owned a hangar at Smithville Airport since 2009.

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE Kenneth Z. Reed DATE 1-6-2016

**From:** [Jill Strube](#)  
**To:** [Jennifer Lynch](#)  
**Subject:** FW: Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Monday, November 24, 2025 10:02:24 AM

---

Annemieke Pot's form.

*Please note that any correspondence, such as e-mails or letters to City Officials or Staff may become a public record and be made available for Public/Media view.*

Jill Strube, Ph.D.  
Director, Economic Development/Grants Administrator  
Direct: 512 237 3282 x 2109  
[jstrube@ci.smithville.tx.us](mailto:jstrube@ci.smithville.tx.us)

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Saturday, August 23, 2025 9:18 PM  
**To:** Jill Strube <JStrube@ci.smithville.tx.us>; Jennifer Lynch <JDLynch@ci.smithville.tx.us>  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Annemieke
Middle	<i>Field not completed.</i>
Last Name	Pot
Street Address:	██████████
City	Smithville
State:	TX
Zip Code:	78957
Home email	████████████████████
Work Email:	████████████████████
	██████████

Home Phone:

---

Work Phone:

██████████

---

Cell Phone:

██████████

---

Please indicate how you wish to be contacted:

Phone, Email

---

## CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

---

## ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
  - Applicant cannot be an elected official, officer, or employee of the City of Smithville.
  - Members are expected to be able to complete their term.
- 

CITY ADVISORY BOARD,  
COMMISSION, AND/OR  
COMMITTEE FOR WHICH  
YOU ARE APPLYING

---

Airport Advisory Board, Historic Preservation Design, Standards Advisory Committee, Library Advisory Board, Planning and Zoning, Other

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

---

*Field not completed.*

---

## Page Two

---

Demographics

---

Education

College Degree

---

Age Range:

35-59

---

Years in Smithville

<>

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

---

2. How did you hear about this Board and/or vacancy?

City Website

---

3. Please list experience and background relevant to the Board for which you are applying:

I grew up in a small town in the Netherlands, so I've always appreciated the power of tight-knit communities. After spending years working in fast-paced jobs around the world and living in Houston, my wife and I moved to Smithville to enjoy a quieter life and feel more connected to the people around us. We were drawn to the town's friendly atmosphere, strong character, and the chance to be part of something meaningful. That feeling of belonging is what inspires me to serve on a Board.

My career has taken me to many places around the world, helping me learn how to solve problems, understand different cultures, and plan with everyone in mind. I've worked in business development and marketing for over 20 years, and I bring a mix of strategic thinking, strong leadership, and community values to the table. I've spent my career building partnerships, launching new ideas, and using data to find smart opportunities—skills that can help Smithville grow in a thoughtful and sustainable way.

What I Bring to the Board:

- Planning & Execution - At my current job with Cisco, I've led big projects worth millions of dollars. I know how to turn long-term goals into real results.
- Using Data to Make Smart Choices - I've built tools to track progress and done research to guide decisions. I believe in being clear and honest when making choices that affect others.
- Team Leadership Across Departments - I've worked in sales, marketing, operations, and business development. I know how to bring different people together and help them work as a team.
- Managing Budgets & Finding Funding - I've handled large budgets and helped raise money for important programs. I understand how to manage resources wisely.

My Commitment to Smithville: I care deeply about Smithville's future. I want to help the town grow in a way that includes everyone, protects our history, and meets the needs of all residents. I hope to bring new ideas to a Board while staying true to the values that make Smithville special.

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Anneimeke Pot

---

Date 8/23/2025

---

Email not displaying correctly? [View it in your browser.](#)

Item #12

## Boards and Commissions Applications

<u>Submitted</u>	<u>Name</u>	<u>P&amp;Z</u>	<u>HPDS</u>	<u>Hospital</u>	<u>Housing</u>	<u>Airport</u>	<u>Library</u>	<u>Parks &amp; Rec</u>	<u>Other</u>
12/01/2025	Tom Medlin	X							
11/26/2025	Leslie DeGraffenried	X	X		X			X	
11/25/2025	Christi Wagner	X							
11/22/2025	Mary Cartwright	X	X						
11/22/2025	Chris Wilkey		X	X				X	
11/24/2025	Annemieke Pot	X	X			X	X		X
11/24/2025	Kristin Barrow	X							X
11/16/2025	Brian Wells	X							
11/16/2025	Mark Bunte			X				X	
12/01/2025	Mike Reynolds	X	X						
11/16/2025	Troy Streuer				X				
11/16/2025	Novalee Wolfe				X				
	Jimmy Trousdale			X					
11/20/2025	Doris Weaver				X				
12/05/2025	Lisa Rinehart	X							
12/05/2025	Ginny Lewis Ford		X						
12/09/2025	Brian Burkitt	X	X						
12/09/2025	Erin Cornett		X						
12/12/2025	Betty McBryar								X
12/12/2025	Kaila Smith								X
12/15/2025	Doug Leyendecker							X	
12/29/2025	Cynthia Burton				X				
01/06/2026	Leslie Mellenbruch		X						
01/08/2026	Ken Peck					X			
01/08/2026	Travis Hill					X			
01/08/2026	James Sterling					X			
04/08/2025	Ann Fulcher			X					



## APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

### Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary  
317 Main St  
Smithville, TX 78957  
[jdlynch@ci.smithville.tx.us](mailto:jdlynch@ci.smithville.tx.us)

### APPLICANT INFORMATION

Name: Jimmy Trousdale		
Street Address: [REDACTED]		
City: Smithville	State: TX	Zip Code: 78957
Home email: [REDACTED]	Work email:	
Home Phone:	Work Phone:	Cell Phone: [REDACTED]

Please indicate how you wish to be contacted: Phone  Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.  
All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input checked="" type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Current Board Member Years of Service: <u>4 yrs.</u>
--	---

DEMOGRAPHICS				
<b>Education:</b>				
<input type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input type="checkbox"/> College Degree	<input checked="" type="checkbox"/> Graduate School	
<b>Age Range:</b>				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
<b>Years in Smithville:</b>				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input checked="" type="checkbox"/> 20+

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

Yes.

Hospital Authority Board

4 years

2. How did you hear about this Board and/or vacancy?

I currently serve on this board.

3. Please list experience and background relevant to the Board for which you are applying:

Retired public school campus and district administrator. One of my areas of responsibility was as the administrator in charge of the district's School Health Advisory Committee.

I am also currently vice-president of the Smithville Food Pantry Board.

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE Jimmy Trousdale DATE April 7, 2025



## APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

### Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary  
317 Main St  
Smithville, TX 78957  
[jdlynch@ci.smithville.tx.us](mailto:jdlynch@ci.smithville.tx.us)

### APPLICANT INFORMATION

Name: <u>MARK A. Bunte</u>		
Street Address: [REDACTED]		
City: <u>Smithville</u>	State: <u>Texas</u>	Zip Code: <u>78957</u>
Home email: [REDACTED]	Work email: <u>N/A</u>	
Home Phone: <u>N/A</u>	Work Phone: <u>N/A</u>	Cell Phone: [REDACTED]

Please indicate how you wish to be contacted: Phone  Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee.  
All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
<input type="checkbox"/> AIRPORT ADVISORY BOARD	<input type="checkbox"/> LIBRARY ADVISORY BOARD
<input checked="" type="checkbox"/> HOSPITAL AUTHORITY BOARD	<input type="checkbox"/> PLANNING AND ZONING
<input type="checkbox"/> HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	<input type="checkbox"/> HOUSING AUTHORITY BOARD
	<input type="checkbox"/> OTHER _____

<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Current Board Member Years of Service: _____
--	---

DEMOGRAPHICS				
<b>Education:</b>				
<input checked="" type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
<b>Age Range:</b>				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
<b>Years in Smithville:</b>				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input checked="" type="checkbox"/> 20+ ✓

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

*Yes, for several years - Hospital Advisory Board*

2. How did you hear about this Board and/or vacancy?

*Know about it for years*

3. Please list experience and background relevant to the Board for which you are applying:

*Former City Councilmember 1989-2006  
Former Mayor of Smithville 2006-2016.*

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE *Mark A. Burt* DATE *4-7-25*



APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE
ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Name: Ann Fulcher
Street Address: [Redacted]
City: Smithville State: TX Zip Code: 78957
Home email: [Redacted] Work email:
Home Phone: Work Phone: Cell Phone: [Redacted]

Please indicate how you wish to be contacted: Phone [checked] Email [ ]

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
Applicant cannot be an elected official, officer, or employee of the City of Smithville.
Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING
[ ] AIRPORT ADVISORY BOARD [ ] LIBRARY ADVISORY BOARD
[ ] HOSPITAL AUTHORITY BOARD [ ] PLANNING AND ZONING
[ ] HISTORIC PRESERVATION DESIGN [ ] HOUSING AUTHORITY BOARD
STANDARDS ADVISORY COMMITTEE [ ] OTHER \_\_\_\_\_

[ ] New Applicant [checked] Current Board Member
Years of Service: 10

DEMOGRAPHICS				
<b>Education:</b>				
<input type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input checked="" type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
<b>Age Range:</b>				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
<b>Years in Smithville:</b>				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input type="checkbox"/> 10-19	<input checked="" type="checkbox"/> 20+

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

Hospital Authority Board - five two-year terms.

2. How did you hear about this Board and/or vacancy?

The city-appointed board members serve for two years. In 2025, the city-appointed members begin a new two-year term.

3. Please list experience and background relevant to the Board for which you are applying:

I have served on the Smithville Hospital Authority Board of Directors for ten years. This Board has several committees that serve in different areas. I am currently on the Nomination Committee and Finance Committee. I am the Chair of the Real Estate Development Committee. I serve as the Board Secretary as well. The Board is proud to work together to provide resources and support for healthcare providers and partners. I would like to continue to serve on the board to work to continue to be a strong healthcare presence in our community.

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE

*Ann Fulcher*

DATE

*4-8-25*

*By Elizabeth Rubin*

# Item #13

This item will be moved to the February agenda

Item #14

**LICENSE AGREEMENT  
FOR  
JOINT USE OF POLES**

BETWEEN

**City of Smithville**

AND

**Spectrum Gulf Coast, LLC**

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## LICENSE AGREEMENT FOR JOINT USE OF POLES

THIS AGREEMENT made and effective upon the latest date of execution below by and between the City of Smithville, a municipality of the State of Texas (hereinafter called "Licensor"), and Spectrum Gulf Coast, LLC (hereinafter called "Licensee"), a limited liability company organized under the laws of the State of Delaware, and which is a subsidiary of Charter Communications, Inc.

### WITNESSETH:

WHEREAS, Licensor owns, operates, and maintains poles and power lines in the City of Smithville, Texas.

WHEREAS, Licensee desires to place certain lines, attachments, and appurtenances on certain poles of Licensor for the limited purpose of providing any lawful communications services in compliance with any and all local, state, or federal regulations; provided that such transmission of signals does not interfere or compete with the core electric utility services of Licensor and where safety will not be adversely affected.

WHEREAS, Licensor is willing to issue Licensee a non-exclusive license, to the extent it may lawfully do so and subject to applicable law, to place, replace, relocate, modify, repair, maintain and remove said lines, attachments, and appurtenances on Licensor's Poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

### SECTION 1. DEFINITIONS

- 1.1 **"Agreement"** shall mean this License Agreement for Joint Use of Poles between Licensor and Licensee.
- 1.2 **"Attachment"** is defined as all facilities, including but not limited to lines, cables, equipment, or associated appurtenances, which are owned or utilized by Licensee and attached to Licensor's Pole, excluding warning signs, bonds, and MGN grounding connections. A single billable Attachment consists of one (1) foot of vertical space on a Licensor Pole that includes Licensee's support cable and messenger, as well as other appropriate communications facilities located within such one (1) foot of space. For purposes of calculating the attachment fee, over-lashing, risers, vertical ground wires, and strand mounted facilities shall not be regarded as separate Attachments, nor shall a service drop so long the service drop is contained within the same one (1) foot of space occupied by a permitted Attachment.
- 1.3 **"Joint Use"** shall mean using for Attachments or maintaining

Attachments of both Licensor and Licensee on Licensor's Pole.

- 1.4 **"Over-lashing"** shall mean the affixing of a cable or wire onto an existing, permitted Attachment.
- 1.5 **"Permit Application"** is the written request from Licensee to place, replace, relocate, modify or remove its Attachments on Licensor's Pole, and is identified as Exhibit "A" of this Agreement.
- 1.6 **"Pole"** shall mean a wood, concrete, metal, fiberglass or other pole, which is owned by Licensor.     ".
- 1.8 A **"Service Drop"** is a line from the main distribution cable which provides service to a single customer.
- 1.9 A **"Third Party Attacher"** is any person or entity other than Licensor or Licensee that has or is placing Attachments on Licensor's Pole.
- 1.10 The singular of a word shall also refer to the plural and vice versa, unless the context requires otherwise.
- 1.11 Wherever "days" are referred to it shall mean calendar days.

## **SECTION 2.     LICENSOR'S GRANT OF PRIVILEGE TO LICENSEE TO ATTACH TO LICENSOR'S POLE**

- 2.1 Nothing in this Agreement shall be construed as requiring Licensor to give Licensee permission to use any particular Pole. Subject to Section 4, in accordance with applicable law, Licensor may refuse to grant Licensee permission to use any Pole on a non-discriminatory basis where there is insufficient capacity and for reasons of safety, reliability, generally applicable engineering purposes or space is required to provide for Licensor's core electric utility services or may require Licensee, as a condition to initial installation of Licensor's Attachment, to modify or perform other reasonable work with respect to Licensee's Attachment where required to meet the technical requirements addressed in Section 3 of this Agreement, safety reasons or, where necessary, to accommodate Licensor's core electric utility service. However, Licensor may not deny access to a Pole if the basis for such denial may be remedied by rearranging facilities on the Pole through reasonable make-ready activities
- 2.2 No use, however extended, of Poles under this Agreement shall create or vest in Licensee any ownership or property right in said poles, but Licensee's rights in such Poles shall be and remain a mere license terminable at any time as provided herein.
- 2.3 The license granted to Licensee hereunder with respect to any Pole shall be non-exclusive in that Licensor reserves the right, on a nondiscriminatory basis, to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles, subject to Licensee's use of any Attachment spaces licensed hereunder, for any lawful purpose.

- 2.4 EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.5 Licensee agrees to operate all Attachments on Poles in a manner which will not cause or create interference with Licensor's existing electric distribution operations (or communications operations related thereto) or the existing equipment of any Third Party Attacher sharing the Pole prior to Licensee's use of the Pole.

### **SECTION 3. TECHNICAL REQUIREMENTS**

- 3.1 The Joint Use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), National Electric Code (NEC) and Occupational Safety and Health Code (OSHA) in effect at the time of original construction or major change to Attachments. NESC grandfathering rules shall apply and Licensee shall in no event be required to upgrade or retrofit any existing attachments that are compliant with the standards in effect at the time of installation unless Licensee relocates the Attachment, the Pole structure is replaced, or Licensee is required to do so under applicable law.
- 3.2 Prior to Licensee placing an Attachment on Licensor's Pole, Licensee shall determine the strength of the Pole to ensure its sufficiency for Licensee's intended use based on the transverse and vertical loads imposed upon them under the storm loading conditions of the NESC assumed for the area in which they are located. These loading calculations will be required prior to submitting an application to attach.
- 3.3 All anchors and guys shall be in place and in full effect prior to the placement of Licensee's Attachments. Any unbalanced loading of Licensor's Poles, which is caused solely by the placement of Licensee's Attachments, shall be properly guyed and anchored by Licensee, and Licensee shall be solely responsible for all expense associated therewith. Licensee shall not attach any of its Attachments to any guy or anchor of Licensor.
- 3.4 Licensee's cable will be tagged at maximum intervals of 400 feet so as to identify Licensee as owner of said cable. Tags shall be of sufficient size and lettering as to be easily read from ground level. Cables shall be tagged on a going forward basis and Licensee shall tag all existing non-tagged cables as Licensee is performing any service work on existing non-tagged cables.

### **SECTION 4. ESTABLISHING JOINT USE OF POLES**

- 4.1 Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place or relocate or modify any Attachment. Each such designation shall be made by Licensee by submitting to Licensor a Permit Application in such manner as prescribed in the form of "Exhibit A" to this Agreement, signed by a duly authorized representative of Licensee, and specifying in the appropriate spaces thereon, the type of work Licensee desires to perform and the Pole or Poles on which such work is to be performed. Licensee shall not place any Attachment on Licensee's Pole prior to receiving

an approved Permit Application. Notwithstanding the foregoing and anything else in this Agreement, Licensee may place, replace, or modify a service drop on any Pole without prior written notice to Licensor and without first submitting a Permit Application. Licensee shall provide to Licensor written notice of the location of any service drops on a quarterly basis. Licensee shall be permitted to perform over-lashing without submitting a Permit Application, provided that Licensee provides Licensor with five (5) days' prior written notice. The Parties agree that routine maintenance work such as the replacement of cables shall not be considered modification that requires the submission of a Permit Application.

- 4.2 Licensor shall approve, conditionally approve or deny each Permit Application for the placement, relocation or modification of Licensee's Attachment by returning, within thirty (30) days, one copy of the Permit Application to Licensee reflecting its approval, conditional approval or denial in the appropriate space.
- 4.3 Licensor may deny any Permit Application in accordance with Section 2.1 of this Agreement.
- 4.4 Licensor may conditionally approve a Permit Application for the placement or relocation of Licensee's Attachment on the condition that Licensee modifies the Permit Application in any reasonable, lawful, and non-discriminatory respect. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the required modifications in the appropriate spaces thereon. If Licensee is willing to accept Licensor's modifications to the Permit Application, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of the modifications in the appropriate spaces thereon.
- 4.5 If approval of a Permit Application for the placement, modification or relocation of Licensee's Attachment will require a modification or rearrangement of the Attachments of Licensor or any other Third Party Attacher on any Pole solely to accommodate Licensee's Attachment ("Make Ready Work"), Licensor, in the exercise of its sole reasonable discretion, may approve the Permit Application on the condition that Licensee agrees to assume the actual reasonable costs associated with such modification or rearrangement. In such event, Licensor shall return a copy of the Permit Application to the Licensee reflecting such conditional approval and detailing the Attachments that must be modified or rearranged solely to accommodate Licensee's Attachment and the estimated cost of making the modifications and rearrangements in the appropriate spaces thereon. If Licensee is willing to assume such estimated costs associated with such modifications or rearrangement, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting its acceptance of such costs in the appropriate spaces thereon. Upon receipt of Licensee's acceptance, Licensor shall perform all such modifications within sixty (60) days, unless mutually agreed otherwise, and in compliance with 4.7, and shall thereafter provide Licensee with a detailed invoice of all actual costs incurred by Licensor in connection with such modifications or rearrangement. Notwithstanding the foregoing, in no event will Licensee be required to pay for the curing of any safety violations of

existing Attachments of Licensor or any other Third Party Attacher as a condition to placement or relocation of Licensee's Attachment or where such safety violations are caused by Licensor or any other Third Party Attacher.

- 4.6 If approval of a Permit Application for the placement or relocation of Licensee's Attachment will require the placement of new Poles or replacement of one or more existing Poles solely to accommodate the addition of Attachments of Licensee, Licensor in the exercise of its sole reasonable discretion, may approve the Permit Application on the condition that Licensee agrees to assume the costs associated with the placement of new Poles or replacement of the existing Poles with new Poles sufficient solely to accommodate the addition of Attachments of Licensee. In such event, Licensor shall return a copy of the Permit Application to Licensee reflecting such conditional approval and detailing the estimated reasonable costs associated with such replacement or installation. If Licensee is willing to assume the reasonable costs associated with such placement of new Poles or replacement of existing Poles with new Poles, Licensee shall return the Permit Application to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative and reflecting Licensee's acceptance of such costs in the appropriate spaces thereon. Upon receipt of Licensee's acceptance, Licensor shall perform such replacement or installation and shall thereafter provide Licensee with a detailed invoice of all actual costs incurred by Licensor in connection with such replacement or installation.

Notwithstanding the foregoing, Licensor shall be solely responsible for the costs of removing and replacing any existing Pole(s), discovered pursuant to a Permit Application of Licensee, if such Pole(s), in Licensor's sole reasonable discretion (1) has recorded conditions or defects that would reasonably be expected to endanger human life or property and which should be promptly corrected; or (2) must be replaced for safety or reliability as a result of normal wear and tear or other natural causes and not on account of a pole attachment or the action of a communications or broadband provider or third party, provided that if a broadband provider other than Licensee or a third party is responsible for such pole condition, such other broadband provider or third party shall be responsible for the costs of the Pole(s) replacement.

- 4.7 Licensor shall use reasonable effort to respond to each Permit Application within thirty (30) days of its submission. If Licensee submits more than one such Permit Application at the same time or submits additional Permit Applications during the pendency of another such Permit Application, Licensee shall designate, in writing, an order of priority for the review of Licensor. In the absence of such designation, Licensor shall review them in the order of their submission.

- 4.8 Intentionally Left Blank.

- 4.9 If Licensee has a requirement to locate its equipment on any easement, right of way or other property right of Licensor on which no Poles or an insufficient number of Poles are located to facilitate Licensee's purposes, Licensee shall notify Licensor. Both Licensee and Licensor, within a reasonable time after receiving written notice, will determine the location and size of the Poles that will meet the present and/or future service requirements of Licensee and Licensor. At its sole option, if Licensee agrees, Licensor may construct the necessary Poles, and Licensee shall pay all of the costs associated with installation of

the new Poles. Notwithstanding such payment, Licensor shall own such Poles and Licensee shall not acquire any ownership or property interest in such Poles. Licensor, at its sole discretion, may decline to construct the necessary Poles or Licensee, at its option, may make other arrangements to facilitate Licensee's purposes.

- 4.10 Upon conditional approval of a Permit Application for the placement or relocation of Licensee's Attachment, Licensee, at its risk, in accordance with the indemnity parameters in Section 17 of this Agreement and applicable law, and expense, may place or relocate the Attachments identified in the Permit Application on the Poles so specified in it during a 120-day period from the date of its approval. If, after said 120 day-period, Attachments are not placed or relocated and Licensee still wishes to place or relocate such Attachments, the granted Permit shall expire and a new Permit Application shall be submitted in accordance with procedures described in this Section 4.
- 4.11 With the exception of drop/lift poles, routine maintenance, repair or any Over-lashing, Licensee shall not place or relocate any Attachment or equipment on any Pole until after the Permit Application for such work has been conditionally approved by Licensor in accordance with the procedures described in this Section 4.
- 4.12 Within thirty (30) days of completion of the work, as outlined in the Permit Application, Licensee will notify Licensor of completion. Licensor may then conduct a post-construction inspection to ensure all work is in accordance with the terms and conditions of this Agreement. Upon completion of the post-construction inspection, and when Attachments are found to have been installed in accordance with the Permit Application and terms and conditions of this Agreement, the Permit Application will be changed from conditionally approved to approved.
- 4.13 In the event that the Licensee determines that make-ready work is necessary for any contemplated Over-lashing, Licensee shall submit a request to Licensor to perform such make-ready work. Licensor shall submit, within thirty (30) days of Licensee's request, a detailed estimate of the costs associated with such make-ready work solely to accommodate Licensee's contemplated Over lashing. If Licensee is willing to assume the costs associated with such make-ready work, Licensee shall indicate its acceptance to Licensor, within thirty (30) days of its receipt, signed by a duly authorized representative. Upon receipt of Licensee's acceptance, Licensor shall perform such make-ready work and shall thereafter provide Licensee with a detailed invoice of all actual costs incurred by Licensor in connection with such make-ready work.

#### 4.14 Attachment of Pole-Mounted Antennas.

Licensee shall have the right to attach antennas to Licensor poles ("pole-mounted antennas"). The parties agree that pole-mounted antennas are deemed to be attachments subject to the requirements set forth in this Agreement for attachments generally, except as modified by this Section.

- a) For purposes of calculating rental payments, a pole-mounted antenna shall be considered a separate attachment from any other attachment Licensee may have

placed on that pole, and Licensee shall pay Licensor a separate rental fee for such pole-mounted antenna. The rental fee applicable to a pole-mounted antenna shall be the same as the fee applicable to attachments in general, but shall be adjustable on a prorated basis in the event that such pole-mounted antenna occupies more than one (1) foot of space on the pole.

- b) In addition to the requirements applicable to attachments generally as described in Section 3 above, Licensee's pole-mounted antennas shall comply with any radiofrequency (RF) emissions requirements set forth by such standards or by applicable law or regulation.
- c) Licensee shall ensure that its personnel or contractors performing installation, make-ready, maintenance, or removal work on pole-mounted antennas shall have the training necessary to work in the pole space in which such antennas are mounted, which may include the electrical supply space.

## **SECTION 5. RELOCATION, REPLACEMENT, OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT LICENSOR'S REQUEST**

- 5.1 Upon written notice from Licensor, Licensee, at its risk and expense (in accordance with the indemnity parameters in Section 17 and applicable law) and within the period specified in the notice, not to be less than ninety (90) days, shall replace, relocate on the same pole or modify all and any portion of its Attachments on any Pole that Licensor specifies is necessary to accommodate Licensor's provision of its core electric utility Service in a nondiscriminatory manner. Licensee may remove all its Attachments on such Poles within the time period specified in the notice, provided that such removal does not create a safety hazard or unbalanced load on any Poles. In the event that such removal would create a safety hazard or unbalanced load, Licensee shall so notify Licensor, and Licensee shall be under no obligation to perform such work until Licensor resolves such safety hazard or unbalanced load caused by Licensor's request. Licensee may perform such work without prior notice to Licensor and without first submitting a Permit Application; however, Licensee shall notify Licensor of the performance of such work within thirty (30) days of its completion. A copy of notice from Licensor indicating that work was requested of Licensee, shall be maintained on the job site at all times work is in process. If Licensee fails to perform such work within the period specified in the notice, Licensor, in the exercise of its reasonable discretion, upon advance written notice to Licensee of at least 10 days may perform all or any portion of such work.

## **SECTION 6. TRANSFER OF LICENSEE'S ATTACHMENTS**

- 6.1 Licensor shall provide ninety (90) days' written notice to Licensee whenever Licensor intends to replace, relocate, or remove a Pole on which Licensee has any Attachments, specifying the Poles involved and the time of such proposed replacement, relocation, or removal. Licensee may, at the time specified, transfer its Attachments to the new or relocated Attached Pole. Licensee shall be solely responsible for all costs of installation, removal, or transfer of its Attachments pursuant to this Section unless such installation, removal, or transfer is necessitated to accommodate the attachments of Licensor or a Third

Party Attacher, in which case Licensor or the Third Party Attacher, as applicable, shall be responsible for all such costs. Should Licensee fail to complete transfer within said timeframe provided in said notice, Licensor may complete the transfer at Licensee's expense.

- 6.2 Whenever any right-of-way consideration or any city, county, or state regulation makes relocation of a Pole necessary, Licensor shall bear the cost of relocation of such Pole, except Licensee shall bear the expense of relocating its Attachments on such Pole.

## **SECTION 7. MAINTENANCE AND REPAIR OF ATTACHMENT**

- 7.1 Licensee shall, at its risk and expense (in accordance with the indemnity parameters in Section 17 and applicable law), maintain all Attachments on Licensor's Poles in a safe condition and in thorough repair. Licensee may perform maintenance and repair work on its Attachments without giving prior written notice to Licensor. Upon written notice from Licensor that Licensee has failed to maintain any such Attachments in accordance with Section 3.1, Licensee shall have sixty (60) days to either remedy or dispute the alleged non-compliance. Such sixty (60) day period shall be extended if reasonably necessary and shall be tolled in the event that Licensor or any Third Party Attachers must first act before Licensee may remedy the non-compliance. If Licensee fails to remedy such non-compliance within one hundred twenty (120) days of Licensor's written notice, Licensor at the sole expense of Licensee, may perform such repairs or maintenance as are reasonably necessary to bring Licensee's Attachments into compliance with Section 3.1. If Licensee disputes the alleged non-compliance, Licensee shall submit its notice of dispute in writing within sixty (60) days of Licensor's written notice. The parties shall thereafter work together to determine the cause of any safety violation or the basis of the alleged non-compliance. In any case, if the parties are unable to resolve the dispute within thirty (30) days following the notice of dispute, the parties shall submit to mediation. If the parties are unable to resolve the dispute through mediation, either party may seek whatever remedies are available to it pursuant to Section 22.

## **SECTION 8 TREE TRIMMING**

- 8.1 Licensee, at its sole expense, shall perform all tree trimming required for the installation and maintenance of its Attachments on Licensor's Poles. If Licensee fails to perform such tree trimming and such failure causes Licensee's Attachments not to comply with Section 3.1, Licensor may notify Licensee of such non-compliance. If Licensee fails to correct such deficiency within thirty (30) days following notice from Licensor, Licensor, in the exercise of its sole reasonable discretion, without notice or demand to Licensee and at the sole expense of Licensee, may perform any tree trimming necessary to correct such deficiency. Whenever Licensor desires to perform any tree trimming that may be beneficial to both Parties and Licensee pre-approves such tree trimming, Licensee agrees to pay for its pro-rata share of all actual reasonable costs among all other entities attaching to the relevant Poles, but in no event greater than 25%. If Licensee does not respond within five (5) working days to Licensor's notice requesting pre-approval, Licensor's pre-approval request will be deemed approved.

## **SECTION 9. REMOVAL OF ATTACHMENTS**

- 9.1 Licensee, in the exercise of its sole discretion, may remove any Attachment on any Pole without the prior approval of Licensor, provided it does so in accordance with Section 9.4 below. If Licensor, in its sole reasonable discretion, believes that such removal will create a safety hazard that did not exist prior to Licensor's installation of its Attachment, Licensee, upon notice from Licensor and at Licensee's sole expense, shall perform such corrective action as is sufficient to avoid the safety hazard. Failure of Licensee to perform such work within a reasonable period of time will allow Licensor, in the exercise of its sole reasonable discretion, without notice or demand to Licensee and at the sole expense of Licensee, to perform such work.
- 9.2 Upon written notice from Licensor of at least ninety (90) days, Licensee, at its sole risk and expense (in accordance with the indemnity parameters in Section 17 and applicable law) and within the period so specified in the notice, shall remove all or any portion of the Attachments on any Pole where the removal is necessary for reasons such because a Pole is to be discontinued or where Licensor's core electric utility service requires removal.
- 9.3 Should Licensor sell or contract to sell a Pole on which Licensee has Attachments, Licensor shall provide written notice to Licensee of such fact. This Agreement shall be binding on such successor to Licensor.
- 9.4 Whenever Licensee removes any Attachment from a Pole, such that Licensee no longer has any Attachments on the Pole, Licensee shall submit to Licensor a Permit Application identifying in the appropriate spaces therein, the Attachment removed and the Pole from which it was removed. For purposes of clarity, a Permit Application submitted pursuant to this Section is submitted for notification purposes only and does not require approval by Licensor nor shall Licensee pay any fee associated with such submission. Notwithstanding the foregoing, no Permit Application need be submitted by Licensee after the removal of a service drop from a Pole unless after its removal there are no Licensee Attachments on the Pole. Licensee shall pay to Licensor the full rental for the current year on any Pole upon which Attachments were removed during that current year.

## **SECTION 10. EMERGENCIES**

- 10.1 In the event of any emergency, Licensee, at its sole expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining Licensor's approval of a Permit Application for such work. However, Licensee shall notify Licensor in writing, within thirty (30) days after the performance of such work, identifying both the work performed and the affected Poles. If such emergency placement, replacement, relocation or modification is not acceptable to Licensor, for safety reasons, Licensee, at its sole expense, shall remove, replace, relocate or modify all or any portion of such Attachments upon written notice from Licensor and within a reasonable time period of at least thirty (30) days. If Licensee fails to perform such work, Licensor, in the exercise of its sole reasonable discretion, upon notice to Licensee, and at the sole expenses of Licensee, may either perform all and any portion of such work or remove the Attachments from the Pole.

- 10.2 In the event of an emergency, Licensor, without prior notice to Licensee, and at Licensor's sole risk and expense, may permanently or temporarily replace, relocate, remove, modify or perform any other work in connection with Licensee's Attachments on any Pole to the extent such Attachments have caused or otherwise relate to the emergency. In the event that Licensee's Attachments have caused such an emergency, Licensee shall reimburse Licensor for the actual and reasonable expense that Licensor may incur for such emergency work. In such event, Licensor shall notify Licensee, as soon as reasonably practical, but not later than fifteen (15) days, of both the Poles affected and the work performed.

## **SECTION 11. POLE ATTACHMENTS FEES, CHARGES, AND RATES**

- 11.1 On February 1st of each year, Licensor shall invoice Licensee for the total number of Poles upon which Licensee has Attachments. This number will represent the total number of Poles with Attachments as of December 31st of the preceding year, plus the number of Poles from which Attachments were removed during that same preceding year.
- 11.2 The annual Attachment Fee for each pole upon which Licensee has (or did have at some point during the year) shall be in accordance with "Exhibit B". The parties recognize that the annual Attachment Fee in Exhibit B is a reasonable alternative to, and estimate of, the maximum amount Licensor may lawfully charge under applicable state and federal law, rules and regulations in effect from time to time. Licensee retains the right to request and obtain Licensor's information that would be used to calculate Licensor's maximum lawful attachment fee pursuant to applicable laws and regulations, and, if that maximum lawful fee is lower than the rate invoiced by Licensor, to have the maximum lawful fee apply as the Attachment Fee for that year. Licensor shall provide Licensee with at least ninety (90) days' prior written notice of a change of fees and charges

## **SECTION 12. UNAUTHORIZED ATTACHMENTS**

- 12.1 If any of Licensee's Attachments for which no Permit Application has been issued, other than Service Drops as specified in Section 4.1 above, shall be found attached to Licensor's Poles, Licensee, upon written notification from Licensor and within thirty (30) days of receipt of such notice, shall submit a Permit Application for such unauthorized Attachment, or provide evidence of authorization and/or challenge the Licensor's charge of unauthorized Attachment.
- 12.2 Subject to Sections 12.3 and after completion of the initial inventory set forth in Section 13, the charge for each unauthorized Attachment ("Unauthorized Attachment Fee") shall equal an amount of the otherwise applicable annual Pole Attachment Fee per each unauthorized Attachment for the number of years since the Attachment was installed or, if the date of installation cannot be determined, the number of years since the last inventory or five (5) years, whichever is less. Licensee shall also perform any work necessary to rearrange any unauthorized Attachments of Licensee if such rearrangement is required to meet NESC requirements.
- 12.3 Licensor shall place and maintain permanent identification markers on each of its Poles. For any Poles that are unmarked by Licensor at the time that Licensee makes an Attachment,

such Attachment shall not be subject to an Unauthorized Attachment Fee.

### **SECTION 13. INVENTORIES AND AUDITS**

- 13.1 Upon ninety (90) days' written notice to Licensee, Licensor, in the exercise of its sole discretion, may require that a physical inventory be conducted to determine the exact number and location of Licensee's Attachments. The first such inventory will be conducted within twelve (12) months of execution of this Agreement, (the "Baseline Inventory") and subsequent inventories shall be conducted no more frequently than every five (5) years thereafter. All Attachments by Licensee that are identified in the Baseline Inventory shall be deemed authorized as of the date of the Baseline Inventory, and the Unauthorized Attachment Fee shall not apply to such Attachments. Licensor will determine the means of performing these inventories; however, Licensee will be provided a reasonable opportunity to accompany and/or observe the inventory. Licensee shall reimburse Licensor for Licensee's pro-rata share of Licensor's reasonable, actual costs to conduct any inventory under this Section 13.1, provided that Licensee has approved such costs in advance. Licensee shall be responsible for inventory expenses incurred by Licensor only with respect to Licensor Poles to which Licensee has attached facilities.
- 13.2 Except as otherwise provided in this Agreement, no inventory or inspection, or lack thereof, by Licensor shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
- 13.3 Any safety violations, associated with Licensee's Attachments and/or caused by Licensee, shall be corrected pursuant to Section 7.

### **SECTION 14. PAYMENT OF INVOICES**

- 14.1 Licensee shall pay all undisputed amounts in each invoice submitted to it by Licensor within forty-five(45) days of its receipt. Amounts disputed in good faith may be withheld by Licensee. Payment shall be remitted to the address shown in Section 24, NOTICE. Any portion of an invoice not paid when due shall bear interest at the Internal Revenue Service individual underpayment rate specified in 26 U.S.C. § 6621(a)(2) or its successor statute unless such amount is disputed.
- 14.2 [Reserved]

### **SECTION 15. DEFAULTS**

- 15.1 Except in the case of a good faith dispute, if Licensee should default in any of its material obligations under this Agreement, and shall fail to correct the noncompliance within thirty (30) days after written notice from Licensor, Licensor, in the exercise of its sole discretion may declare this Agreement to be terminated in its entirety upon providing notice to Licensee of the same, provided, however, that if Licensee makes a good faith effort to comply but such compliance is not possible within thirty (30) days, and Licensee is working diligently to comply, Licensee shall be given a reasonable time to cure and shall not be in default.
- 15.2 Subject to Section 7.2, if Licensee fails to perform any work, which it is obligated to

do under this Agreement, within the time required for the performance of such work or, if no time period is specified, within a reasonable period of time, the Licensor may elect to do such work, and Licensee shall reimburse Licensor for all reasonably and actually costs incurred.

- 15.3 Except as otherwise provided for in this Agreement, in the event any dispute arises between the Parties under this Agreement, the Party seeking resolution of the dispute must submit written notice to the other describing the dispute and such Party's desire to resolve the dispute in accordance with the provisions of this Section, unless the Parties at any time mutually agree in writing to dispense with the dispute resolution process under this Section for a particular dispute. If the Parties are then unable to resolve such dispute in the normal course of business, each of the Parties shall promptly appoint a designated representative who has authority to settle the dispute, to the extent allowed by law. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to the dispute within a reasonable amount of time after the Parties' appointment of the designated representatives, then either Party may resort to remedies available under law or equity.

#### **SECTION 16. SURVIVAL AFTER TERMINATION**

- 16.1 Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Licensee shall remain liable to Licensor for any and all fees and other payments incurred prior to such termination or cancellation.

#### **SECTION 17. INDEMNIFICATION**

- 17.1 To the extent allowed by law, each party (the "Indemnifying Party") agrees to defend, indemnify, protect and hold harmless the other party (the "Indemnified Party") from and against any and all claims asserted by any third party, including, without limitation, any related party, for damage to property, bodily injury, or death of persons. arising out of the Indemnifying Party's gross negligence or willful misconduct with respect to:
- (a) The Indemnifying Party's breach of this Agreement or any representation, warranty, covenant, or obligation set forth herein;
  - (b) The Indemnifying Party's placement, maintenance, replacement, relocation, repair, modification, removal, use, or operation of Attachments or equipment, guys or anchors installed for the purpose of supporting Attachments on or in the vicinity of Poles; and

## **SECTION 18. INSURANCE**

- 18.1 Licensee shall provide insurance, at its sole cost and expense, sufficient to cover its indemnification obligations where applicable as set forth in Section 17 of this Agreement. Such insurance shall include, but not be limited to the following:
- (a) Commercial General Liability Insurance to cover all phases of maintenance, installation, and removal operations under this Agreement with limits for bodily injury or death not less than \$2,000,000 for any one occurrence and property damage limits not less than \$5,000,000 for any one occurrence;
  - (b) Automobile Liability Insurance on all vehicles used in connection with this Agreement, whether owned, non-owned, or leased, with combined single limits of \$5,000,000 bodily injury/property damage per occurrence;
  - (c) Statutory Workers' Compensation Insurance;
  - (d) Employer's Liability Coverage with limits of \$1,000,000.
- 18.2 Except for the other Party's negligence or misconduct, each Party hereby agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against the other Party and its respective officers, directors, agents, employees and/or independent contractors for loss under the policies of insurance described herein; for property damage; and/or for any other loss sustained, whether insured or not.
- 18.3 All insurance required by Licensor under this Agreement shall be maintained by Licensee throughout the term of this Agreement and thereafter until all of the obligations of Licensee have been fully performed. Licensee shall submit to Licensor certificates to the effect that insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days' written notice to Licensor. In the event that Licensee's insurance coverage is to be cancelled by reason of non-payment of premiums, Licensor, in its sole discretion, shall have the right to pay such premium and Licensee shall forthwith reimburse Licensor the full amount paid by Licensor.
- 18.4 Each party shall promptly notify the other in writing of any and all claims for damages, including but not limited to damage to property, bodily injury or death of persons allegedly arising out of the involvement of the other party's Attachments to any Pole.

## **SECTION 19. BOND**

- 19.1 Licensee shall furnish a bond in the amount of Ten Thousand Dollars (\$10,000) to guarantee the payment of any sums which may become due to the Licensor under this Agreement.

## **SECTION 20. TAXES**

- 20.1 Licensee shall pay all applicable taxes, assessments, fees and other government charges properly levied or assessed against it or against Licensee's business with regards to its Attachments, including, without limitation, all franchise, license, permit and other fees due to cities or other governmental entities.

## **SECTION 21. ASSIGNMENTS**

- 21.1 Licensee shall not, without prior written consent of Licensor, transfer, assign, delegate or sublet any of its rights or obligations under this Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement to an affiliate or subsidiary or to an entity acquiring all or substantially all of the assets of Licensee without the consent of Licensor.
- 21.2 [RESERVED].
- 21.3 Licensor may transfer, assign, or delegate any of its rights or obligations under this Agreement at any time without the consent of or prior written notice to Licensee, to any party to whom Licensor transfers ownership of the Poles to which Licensee is attached. Licensor shall notify Licensee of any such transfer, assignment, or delegation in writing within thirty (30) days thereof.
- 21.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, where assignment is permitted by this Agreement.

## **SECTION 22. APPLICABLE LAW**

- 22:1 This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas and the United States. The venue of any legal proceeding relative to this Agreement shall be in a court of competent jurisdiction in the State of Texas and all mandatory venue provisions apply. In the event of a change in law, the provisions of this Agreement so affected shall be revised upon good faith negotiations or as otherwise required by law in order to implement any such change in law. No other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect, except as otherwise mutually agreed to by the parties.

## **SECTION 23. ENTIRE AGREEMENT**

- 23.1 This Agreement and all attachments hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersede all prior agreements, negotiations, undertakings, understandings, proposals, statements and representations, whether written or oral, concerning such matters.

## **SECTION 24. NOTICE**

24.1 Any notice required to be given or made in connection with this Agreement shall be in writing and shall be deemed properly or sufficiently given or made when sent by certified or registered mail or hand delivered, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

Licensor:

**City of Smithville**  
Attn: Jeremy Fraizer, City Manager  
317 Main Street  
Smithville, TX 78957  
512-237-3282

With Copy To:

**Law Offices of Ryan Henry, PLLC**  
Attn: Ryan Henry, City Attorney  
1019 Central Parkway N., Suite 108  
San Antonio, TX 78232  
210-257-6357

Licensee:

For Operations:

**Spectrum Gulf Coast, LLC**  
Spectrum Gulf Coast, LLC  
750 Canyon Dr. #500W  
Coppell, TX 75019  
Attention: Manager, Construction  
E-Mail: [NTXConstruction@charter.com](mailto:NTXConstruction@charter.com)

For Pole Rental Invoices:  
Charter Communications C/O TEOCO  
ATTN: MS-CCF  
12150 Monument Drive, Ste 700  
Fairfax, VA 22033  
[Charter.Xtrak@teoco.com](mailto:Charter.Xtrak@teoco.com)

For Legal Notices:  
Charter Communications, Inc.  
Attn: Senior Vice President, Legal Operations  
12405 Powerscourt Drive  
St. Louis, MO 63131

24.2 Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of receipt by the Party to whom such notice is addressed.

## **SECTION 25. MODIFICATION AND WAIVER**

- 25.1 Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of both Parties. Such modifications, in order to be effective, shall be expressly identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by both Parties, unless such modification expressly provides for a different effective date. Notwithstanding the foregoing, any subsequent amendments to federal or state laws governing pole attachments that would apply to pole owners are expressly incorporated into this Agreement.
- 25.2 No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing, so stating it is a waiver. No course of dealing or failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall constitute or be construed as a waiver or relinquishment of any term, right, or condition, but shall remain at all times in full force and effect.

## **SECTION 26. HEADINGS**

- 26.1 The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

## **SECTION 27. TERM**

- 27.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the effective date of this Agreement as stated above, and thereafter from year to year unless terminated by either Party by giving one hundred eighty (180) days' written notice of its intention to terminate.
- 27.2 Unless the parties intend to enter into good faith discussions to renew this Agreement or to enter into a new agreement, Licensee shall remove all its Attachments from Licensor's Poles within 180 days after the effective date of termination.

## **SECTION 28. LIMITATIONS ON DAMAGES**

- 28.1 UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY SUBSCRIBER, CUSTOMER, OR PURCHASER OF THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

**City of Smithville**

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

Name: Robert Tamble

Title: City Manager

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

**ATTEST:**

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

Name: Jennifer Lynch

Title: City Secretary

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

**Spectrum Gulf Coast, LLC**

By: Charter Communications, Inc., its Manager

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

Name:

Title:

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

# EXHIBIT A

## Sample Permit Application



Permit Application #

### Permit Application (Exhibit A)

Licensee: TIME WARNER CABLE  
Address: 12012 N Mopac Expressway  
City & State: Austin, TX 78758

This Permit Application is submitted pursuant to the terms of the Distribution Pole License Agreement between TIME WARNER CABLE and the City of Smithville dated the \_\_\_\_\_ and is governed by the provisions of that agreement.

#### **PART I** (Licensee to check appropriate boxes, fill in blanks, date and sign)

Attachment of Equipment on Distribution Poles

Licensee desires to make 1 attachments on 2 Pole(s) of which 2 have no existing Equipment on them. The attached drawing(s) and specifications identify each Pole on which Equipment is to be attached and the types and characteristic of the Equipment or other facilities to be attached to the Pole(s). After such attachment, the Equipment on each pole will be used in connection with the provision of Licensee's Service.

Replacement, Relocation or Modification of Equipment on Distribution Poles

Licensee desires to place, relocate or modify existing Equipment on 1 Pole(s). The attached drawing(s) and specifications identify each Pole on which the Equipment is to be replaced, relocated or modified and describes the types and characteristics of the Equipment involved in the replacement, relocation or modification. After such replacement, relocation or modification, the Equipment on each pole will be used in connection with the provisions of Licensee's Service.

Removal of Equipment from Poles

Licensee has removed the Equipment from \_\_\_\_\_ Pole(s). The attached drawing(s) identifies each Pole from which Equipment was removed and the type of Equipment removed. After such removal, the remaining Equipment on each Pole will be used in connection with the Provision of Licensee's Service.

Dated: 12/2/2014 Authorized Representative Chris K Bowers Telecom Manager - TXUE (TWC contractor)

#### **PART II** (City of Smithville to check appropriate boxes, fill in blanks, date and sign)

Licensee's application to attach, replace, relocate or modify Equipment is:

Approved

Denied

Conditionally approved subject to the modifications and conditions set forth on the attachment hereto and Licensee's payment of \$ \_\_\_\_\_ for the cost of modifying or rearranging Equipment of any City of Smithville Party and/or a Joint User on the Pole(s); or for the cost, as applicable, of replacing any Pole(s).

Dated: \_\_\_\_\_ City of Smithville Representative \_\_\_\_\_

#### **PART III** (Licensee to sign, date and return original/Retain one copy for Licensee Records)

Licensee hereby accepts the modifications and conditions set forth in Part II hereof and any pertinent attachment hereto.

Dated: \_\_\_\_\_ Authorized Representative \_\_\_\_\_

#### PERPETUAL INVENTORY OF CAPITAL EQUIPMENT ATTACHED TO POLES BY LICENSEE

(For City of Smithville's use only)

Previous Balance	Added	Removed	New Balance
_____	_____	_____	_____

## **EXHIBIT B**

### **Annual Pole Attachment Fee per Pole**

<b>Year</b>	<b>Fee</b>
2025	\$15.00
2026	\$15.00
2027	\$15.00
2028	\$15.00
2029	\$15.00

After 2029, if the Parties have not amended this Exhibit B to include mutually agreed upon new rates, the rates shall be calculated in accordance with Section 54.204(c) of the Texas Public Utilities Code.

Item #16

**ORDINANCE NO. 2026-7XX**

**AN ORDINANCE AMENDING SECTION 1.04 OF THE CITY OF SMITHVILLE CODE OF ORDINANCES BY CREATING A PARKS AND RECREATION BOARD; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ORDINANCE NO. 9012-180 AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Smithville is a Texas Type A general-law municipality; and

**WHEREAS**, Texas Local Government Code § 51.012 authorizes Type A general-law municipalities to adopt ordinances, acts, laws, or regulations, not inconsistent with state law, that are beneficial for the government, interest, welfare, or good order of the municipality; and

**WHEREAS**, the City Council of the City of Smithville, a Type A General Law City, recognizes the importance of providing high-quality parks, recreational facilities, and programs to enhance the quality of life for its residents; and

**WHEREAS**, the Smithville City Council previously adopted Ordinance No. 9012-180, establishing a Park Board of Trustees; and

**WHEREAS**, to the extent that the provisions of Ordinance No. 9012-180 still exist, the Smithville City Council desires to repeal those provisions related to a Park Board of Trustees; and

**WHEREAS**, the Smithville City Council desires to amend Section 1.04, Code of Ordinances of the City of Smithville, to create a Parks and Recreation Board to assist with recommendations on park and recreation operations, policies, and improvements; and

**WHEREAS**, the Smithville City Council will create a Division 7 in Section 1.04 titled **“Parks and Recreation Board”**; and

**WHEREAS**, the establishment of a Parks and Recreation Board will provide a structured forum for residents to advise the City Council and staff on matters related to parks, green spaces, community events, recreational activities, and facility development; and

**WHEREAS**, the City Council finds that the creation of such a board is in the best interest of the community, promotes civic engagement, and supports the health, and wellbeing, of all citizens; and

**WHEREAS**, the City Council desires to adopt an ordinance formally creating the Smithville Parks and Recreation Board, defining its purpose, duties, composition, and terms of

service; and

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

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

**I.  
REPEAL**

Sections A-G of Ordinance No. 9012-180 are repealed, to the extent such provisions still exist within the City of Smithville Code of Ordinances.

**II.  
ORDINANCE**

Article 1.04, Code of Ordinances, City of Smithville, Texas is amended as set forth below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

...

Division 6 Housing Authority  
Section 1.04.152 through 1.04.177 (Reserved)

Division 7 Parks and Recreation Board

Section 1.04.178 Created

Effective November 1, 2025, The parks and recreation board is hereby created and shall consist of five members with staggered terms. Four (4) members shall be located within the City limits of Smithville, and one (1) member shall be located within the school district. Each member shall hold a two-year term, with the opportunity for reappointment or replacement upon completion of their term. No member of the board may serve more than two (2) successive terms of office. The terms of each place are established below;

- (a) Place 1 Term – Begins November 1, 2025, with a two-year term expiring on October 31 in odd-numbered years and shall be held by a resident of the City of Smithville;
- (b) Place 2 Term – Begins November 1, 2025, with a term expiring on October 31, 2026, as a one-year term, then being a two-year term from November 1, 2026, forward in time with the term expiring on October 31 in even-numbered years and shall be held by a resident of the City of Smithville;

- (c) Place 3 Term – Begins November 1, 2025, with a two-year term expiring on October 31 in odd-numbered years and shall be held by a resident of the City of Smithville;
- (d) Place 4 Term – Begins November 1, 2025, with a term expiring on October 31, 2026, as a one-year term, then being a two-year term from November 1, 2026, forward in time with the term expiring on October 31 in even-numbered years and shall be a person residing within the school district;
- (e) Place 5 Term – Begins November 1, 2025, with a two-year term expiring on October 31 in odd-numbered years and shall be held by a resident of the City of Smithville.

#### Section 1.04.179 Organization

The parks and recreation board consists of five members and all shall be residents of the City of Smithville and not be members of the city council or a city employee. Four (4) members shall be located within the City limits of Smithville and one (1) member shall be located within the school district. The city council shall appoint members to the parks and recreation board. Vacancies arising during unexpired terms shall be filled for the remainder of the unexpired terms in the same manner as original appointments are made. The parks and recreation board shall select from its members a chair, a vice-chair and a secretary. Such officers shall hold office for terms of one year or until their successors are elected. The finance director of the city shall serve as treasurer and will be an ex-officio member of the board. The parks and recreation board may receive assignments from both the city council and the city manager. Members of the parks and recreation board may be removed by the city council with or without cause at any time.

#### Section 1.04.180 Responsibilities

The parks and recreation board serves in an advisory capacity focusing only on non-operational functions of the city, providing recommendations to the city council concerning the maintenance and use of parks, recreational facilities, and open spaces within the city. Subject to approval of the city council, the parks and recreation board may:

- (a) Formulate and propose policies for the use of public playgrounds, athletic fields, recreation centers, open spaces and parks, and other recreational facilities (hereinafter referred to as “recreational areas”).
- (b) Seek donations, gifts, and bequests, including money, for the use and enhancement of recreational areas.
- (c) Conduct fundraising events for the use, enhancement, and improvement of recreational areas.
- (d) Propose fees or charges for use of recreational areas.
- (e) Meet periodically with the city manager and city staff members designated by the city manager, to review the condition, use, and future of recreational areas.

- (f) Recommend ordinances governing recreational areas and further amendments to said ordinances.
- (g) Promote parks and recreation programs and services, including but not limited to fundraising, coordination of a scholarship program for recreation program for at-risk or financially troubled youth, and working with civic organizations.

Section 1.04.181 Procedures

- (a) The parks and recreation board shall comply with the Texas Open Meetings Act. Public records of the meetings of the parks and recreation board shall be prepared and maintained by the city secretary. The parks and recreation board shall meet six (6) times a year. The chair of the board may call special meetings at any time.
- (b) In the event of three (3) consecutive absences by a member from regular meetings of the board, without leave of absence granted by the board for good cause, the secretary of the board shall notify the chair of the board whose duty it shall be to notify the mayor. This vacancy shall be treated in the same manner as a vacancy by death or resignation.
- (c) The parks and recreation board shall report quarterly to the city council through the chair on the condition of its affairs. Prior to acceptance of the city budget by the city council, the written recommendations and proposed budget shall be submitted to the mayor at the budget workshop by the chair.

Section 1.04.182 through 1.04.207 (Reserved)

**III.  
FINDINGS OF FACT**

The recitals in the preamble are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**IV.  
CUMULATIVE CLAUSE**

This Ordinance is cumulative of all ordinances of the City of Smithville, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of any existing ordinance; in which event the conflicting provisions of such ordinance are repealed, while leaving the remainder of such ordinance intact, and this Ordinance controls.

**V.  
SEVERABILITY**

The phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or

sections of the Ordinances, because the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

**VI.  
EFFECTIVE DATE**

This Ordinance is effective as of the date of adoption.

**DULY PASSED AND APPROVED**, on the 12<sup>th</sup> day of January, 2026, at a meeting of the City Council of the City of Smithville, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

**CITY OF SMITHVILLE, TEXAS**

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

**ATTEST:**

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

Item #17

## Boards and Commissions Applications

<u>Submitted</u>	<u>Name</u>	<u>P&amp;Z</u>	<u>HPDS</u>	<u>Hospital</u>	<u>Housing</u>	<u>Airport</u>	<u>Library</u>	<u>Parks &amp; Rec</u>	<u>Other</u>
12/01/2025	Tom Medlin	X							
11/26/2025	Leslie DeGraffenried	X	X		X			X	
11/25/2025	Christi Wagner	X							
11/22/2025	Mary Cartwright	X	X						
11/22/2025	Chris Wilkey		X	X				X	
11/24/2025	Annemieke Pot	X	X			X	X		X
11/24/2025	Kristin Barrow	X							X
11/16/2025	Brian Wells	X							
11/16/2025	Mark Bunte			X				X	
12/01/2025	Mike Reynolds	X	X						
11/16/2025	Troy Streuer				X				
11/16/2025	Novalee Wolfe				X				
	Jimmy Trousdale			X					
11/20/2025	Doris Weaver				X				
12/05/2025	Lisa Rinehart	X							
12/05/2025	Ginny Lewis Ford		X						
12/09/2025	Brian Burkitt	X	X						
12/09/2025	Erin Cornett		X						
12/12/2025	Betty McBryar								X
12/12/2025	Kaila Smith								X
12/15/2025	Doug Leyendecker							X	
12/29/2025	Cynthia Burton				X				
01/06/2026	Leslie Mellenbruch		X						

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Wednesday, November 26, 2025 5:11:50 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Leslie
Middle	S
Last Name	deGraffenried
Street Address:	[REDACTED]
City	Smithville
State:	Texas
Zip Code:	78957
Home email	[REDACTED]
Work Email:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
Cell Phone:	[REDACTED]
Please indicate how you wish to be contacted:	Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING

Historic Preservation Design, Planning and Zoning, Housing Authority Board

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

**Page Two**

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Demographics

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Education

Graduate School

---

Age Range:

60+

---

Years in Smithville

5-9

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Qualifications

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1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

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2. How did you hear about this Board and/or vacancy?

Smithville News

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3. Please list experience and background relevant to the Board for which you are applying:

I am an attorney, practiced 10 years in Austin. I am a retired U.S. Diplomat. I served in the U.S. State Department for 30 years, managing and running international relationships and projects around the globe. I retired 4 years ago, and returned home to Central Texas.

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Leslie "Les" deGraffenried

---

Date 11/26/2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [Jennifer Lynch](#)  
**To:** [CityManager](#)  
**Subject:** FW: Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Monday, November 24, 2025 9:30:00 AM

---

Below is an application for the Hospital Authority. I don't believe there is a vacancy on that board right now, but we will keep the application on file. I believe renewals come up in January.

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Saturday, November 22, 2025 11:34 AM  
**To:** Jill Strube <JStrube@ci.smithville.tx.us>; Jennifer Lynch <JDLynch@ci.smithville.tx.us>  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Chris
Middle	<i>Field not completed.</i>
Last Name	Wilkey
Street Address:	████████████████████
City	Smithville
State:	Texas
Zip Code:	78957
Home email	████████████████████
Work Email:	████████████████████
Home Phone:	██████████
Work Phone:	██████████
Cell Phone:	██████████
Please indicate how you	Email

wish to be contacted:

---

## CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

---

## ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, Hospital Authority Board , Standards Advisory Committee, Other  
COMMISSION, AND/OR  
COMMITTEE FOR WHICH  
YOU ARE APPLYING

---

STATUS New Applicant

---

If you are a current Board member, type years in service: *Field not completed.*

---

### Page Two

---

#### Demographics

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Education College Degree

---

Age Range: 60+

---

Years in Smithville 5-9

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#### Qualifications

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1. have you previously been a member of a City No

of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

---

2. How did you hear about this Board and/or vacancy? PSA

---

3. Please list experience and background relevant to the Board for which you are applying: As an HR professional and Recruiter, I have over 10 years of experience in building relationships with a wide variety of clinical and medical professional staff as well as Director and Managers building relationships with them and successfully reaching out to potential qualified candidates for open opportunities at our facility. Additionally, I have deep interest in the future Economic Development of Smithville

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

#### DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Robert Chrisman Wilkey

---

Date 11-21-2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [Jill Strube](#)  
**To:** [Jennifer Lynch](#)  
**Subject:** FW: Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Monday, November 24, 2025 10:02:24 AM

---

Annemieke Pot's form.

*Please note that any correspondence, such as e-mails or letters to City Officials or Staff may become a public record and be made available for Public/Media view.*

Jill Strube, Ph.D.  
Director, Economic Development/Grants Administrator  
Direct: 512 237 3282 x 2109  
[jstrube@ci.smithville.tx.us](mailto:jstrube@ci.smithville.tx.us)

---

**From:** noreply@civicplus.com <noreply@civicplus.com>  
**Sent:** Saturday, August 23, 2025 9:18 PM  
**To:** Jill Strube <JStrube@ci.smithville.tx.us>; Jennifer Lynch <JDLynch@ci.smithville.tx.us>  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

---

Name	Annemieke
Middle	<i>Field not completed.</i>
Last Name	Pot
Street Address:	██████████
City	Smithville
State:	TX
Zip Code:	78957
Home email	████████████████████
Work Email:	████████████████
	██████████

---

Home Phone:

---

Work Phone:



Cell Phone:



Please indicate how you wish to be contacted: Phone, Email

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#### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

---

#### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
  - Applicant cannot be an elected official, officer, or employee of the City of Smithville.
  - Members are expected to be able to complete their term.
- 

CITY ADVISORY BOARD,  
COMMISSION, AND/OR  
COMMITTEE FOR WHICH  
YOU ARE APPLYING

Airport Advisory Board, Historic Preservation Design, Standards Advisory Committee, Library Advisory Board, Planning and Zoning, Other

---

STATUS

New Applicant

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If you are a current Board member, type years in service:

*Field not completed.*

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#### Page Two

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Demographics

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Education

College Degree

---

Age Range:

35-59

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Years in Smithville

<>

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Qualifications

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1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

---

2. How did you hear about this Board and/or vacancy?

City Website

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3. Please list experience and background relevant to the Board for which you are applying:

I grew up in a small town in the Netherlands, so I've always appreciated the power of tight-knit communities. After spending years working in fast-paced jobs around the world and living in Houston, my wife and I moved to Smithville to enjoy a quieter life and feel more connected to the people around us. We were drawn to the town's friendly atmosphere, strong character, and the chance to be part of something meaningful. That feeling of belonging is what inspires me to serve on a Board.

My career has taken me to many places around the world, helping me learn how to solve problems, understand different cultures, and plan with everyone in mind. I've worked in business development and marketing for over 20 years, and I bring a mix of strategic thinking, strong leadership, and community values to the table. I've spent my career building partnerships, launching new ideas, and using data to find smart opportunities—skills that can help Smithville grow in a thoughtful and sustainable way.

What I Bring to the Board:

- Planning & Execution - At my current job with Cisco, I've led big projects worth millions of dollars. I know how to turn long-term goals into real results.
- Using Data to Make Smart Choices - I've built tools to track progress and done research to guide decisions. I believe in being clear and honest when making choices that affect others.
- Team Leadership Across Departments - I've worked in sales, marketing, operations, and business development. I know how to bring different people together and help them work as a team.
- Managing Budgets & Finding Funding - I've handled large budgets and helped raise money for important programs. I understand how to manage resources wisely.

My Commitment to Smithville: I care deeply about Smithville's future. I want to help the town grow in a way that includes everyone, protects our history, and meets the needs of all residents. I hope to bring new ideas to a Board while staying true to the values that make Smithville special.

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Anneimeke Pot

---

Date 8/23/2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Monday, November 24, 2025 2:16:49 PM

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## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Kristin
Middle	E
Last Name	Barrow
Street Address:	[REDACTED]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[REDACTED]
Work Email:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
Cell Phone:	[REDACTED]
Please indicate how you wish to be contacted:	Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

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CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Planning and Zoning, Other
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STATUS	New Applicant
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If you are a current Board member, type years in service:	<i>Field not completed.</i>
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**Page Two**

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Demographics

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Education	College Degree
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Age Range:	35-59
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Years in Smithville	<>
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Qualifications

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1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.	No.
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2. How did you hear about this Board and/or vacancy?	I saw Mitchell Jameson's post on Nextdoor about needing Smithville residents to step up and help serve in our community. I am interested in serving on either the Planning & Zoning Board or the Parks & Rec Board.
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3. Please list experience and background relevant to the Board for which you are applying:	I have been in the insurance industry as an agent or as a Regulator for 23 years. I have had to some familiarity with the impact of building codes and zoning in regards to insurance risk. In addition, I have taken a personal interest in storm water issues due to my interest in gardening but also due to my insurance background. As an agent and a regulator, I've seen how issues with improper handling of storm water can cause flooding risks in
--	--

residential and commercial settings.

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Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name:

Kristin Barrow

---

Date

November 24, 2025

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Email not displaying correctly? [View it in your browser.](#)



APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Form with fields for Name (Mark A. Baste), Street Address, City (Smithville, Texas), State (TX), Zip Code (78957), Home email, Work email (w/a), Home Phone (w/a), Work Phone (w/a), Cell Phone.

Please indicate how you wish to be contacted: Phone [ ] Email [ ]

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
Applicant cannot be an elected official, officer, or employee of the City of Smithville.
Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING
[ ] AIRPORT ADVISORY BOARD
[ ] LIBRARY ADVISORY BOARD
[ ] HOSPITAL AUTHORITY BOARD
[ ] PLANNING AND ZONING
[ ] HISTORIC PRESERVATION DESIGN
[ ] HOUSING AUTHORITY BOARD
STANDARDS ADVISORY COMMITTEE
[X] OTHER Rec Center

[X] New Applicant
[ ] Current Board Member
Years of Service: \_\_\_\_\_

DEMOGRAPHICS			
<b>Education:</b>			
<input checked="" type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School
<i>Retired Master Plumber, Business owner, Heavy Equipment Operator</i>			
<b>Age Range:</b>			
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+
<b>Years in Smithville:</b>			
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input checked="" type="checkbox"/> 10-19
<input checked="" type="checkbox"/> 20+ <i>FOREVER</i>			

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment. *Yes, I am currently on Smithville Hospital Board of Directors, (8+ years)*

2. How did you hear about this Board and/or vacancy?

*Council meeting.*

3. Please list experience and background relevant to the Board for which you are applying:

*I was a young Council Member in 1990 who brought the Rec. Center idea to my Co-members and Members of Community. In about 8-10 years we opened it's doors. My service as an elected official in Smithville span 27 years, (1989-2016) Council Member 17, Mayor 10.*

*This Facility was never intended to bring in a Budget Surplus, as it is a Community Service. However, with more programs and a new look it can become much more efficient to our community.*

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE *Mark A. Buntz* DATE *11-6-25*

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Friday, December 12, 2025 9:03:48 PM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Kaila
Middle	<i>Field not completed.</i>
Last Name	Smith
Street Address:	██████████
City	Smithville
State:	Texas
Zip Code:	78957
Home email	████████████████████
Work Email:	████████████████████
Home Phone:	██████████
Work Phone:	██████████
Cell Phone:	██████████
Please indicate how you wish to be contacted:	Phone, Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Other
--	-------

---

STATUS	New Applicant
--------	---------------

---

If you are a current Board member, type years in service:	<i>Field not completed.</i>
---	-----------------------------

---

**Page Two**

---

Demographics

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Education	Graduate School
-----------	-----------------

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Age Range:	35-59
------------	-------

---

Years in Smithville	10-19
---------------------	-------

---

Qualifications

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1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.	NA
---	----

---

2. How did you hear about this Board and/or vacancy?	City Council meeting
--	----------------------

---

3. Please list experience and background relevant to the Board for which you are applying:	I have a huge passion for youth sports and planning for growth and development of Smithville's Parks and Recreation Department is very important to me. I have two young children who are and will continue to play sports in Smithville, so improving our town's sports facilities and programs I feel is essential to their future success at the JH/ high school levels. I personally grew up in Smithville and played sports here, and I know many people have put lots of effort into the programs I
--	---

played in, so I would like to return the efforts into the next generations. I have experience working in collaboration with other people and groups both on a personal and professional level and feel I can be an asset to the Parks and Rec Board for the City of Smithville.

---

**Note**

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Kaila Smith

---

Date 12/12/2025

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Jill Strube](#); [Jennifer Lynch](#)  
**Subject:** Online Form Submittal: Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee  
**Date:** Friday, December 12, 2025 11:28:20 AM

---

## Application for Appointment to a City of Smithville Advisory Board, Commission, and/or Committee

### Page One

Name	Betty
Middle	<i>Field not completed.</i>
Last Name	McBryar
Street Address:	[REDACTED]
City	Smithville
State:	Texas
Zip Code:	78957
Home email	[REDACTED]
Work Email:	[REDACTED]
Home Phone:	[REDACTED]
Work Phone:	[REDACTED]
Cell Phone:	[REDACTED]
Please indicate how you wish to be contacted:	Email

### CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

### ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.

- Applicant cannot be an elected official, officer, or employee of the City of Smithville.
- Members are expected to be able to complete their term.

---

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING

Other

---

STATUS

New Applicant

---

If you are a current Board member, type years in service:

*Field not completed.*

---

**Page Two**

---

Demographics

---

Education

Some College

---

Age Range:

60+

---

Years in Smithville

20+

---

Qualifications

---

1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

no

---

2. How did you hear about this Board and/or vacancy?

word of mouth

---

3. Please list experience and background relevant to the Board for which you are applying:

Born and raised in Smithville, active senior, returned to Smithville over 30yrs ago and still current resident inside city limits

---

Note

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

---

DECLARATION OF APPLICANT

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer, or employee of the City of Smithville.

---

Sign typing your full name: Betty McBryar

---

Date 12/12/2025

---

Email not displaying correctly? [View it in your browser.](#)



APPLICATION FOR APPOINTMENT TO A CITY OF SMITHVILLE
ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE

Thank you for your interest in serving on a City of Smithville Board, Commission and/or Committee.

Completing and Submitting an Application

Completed and signed applications can be submitted in person or by email to:

City Secretary
317 Main St
Smithville, TX 78957
jdlynch@ci.smithville.tx.us

APPLICANT INFORMATION

Name: Douglas A Leyendecker
Street Address: [Redacted]
City: Smithville State: TX Zip Code: 78957-1010
Home email: [Redacted] Work email: doug@leyendecke
Home Phone: [Redacted] Work Phone: [Redacted] Cell Phone: [Redacted]

Please indicate how you wish to be contacted: Phone [checked] Email [checked]

CONSENT TO USE PERSONAL INFORMATION

Your personal information will be reviewed to determine the most suitable candidates for the committee. All applications are kept for one year from the date selected applicants are announced.

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
Applicant cannot be an elected official, officer, or employee of the City of Smithville.
Members are expected to be able to complete their term.

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING
[AIRPORT ADVISORY BOARD] [LIBRARY ADVISORY BOARD]
[HOSPITAL AUTHORITY BOARD] [PLANNING AND ZONING]
[HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE] [HOUSING AUTHORITY BOARD]
[checked] OTHER Parks and Rec

[checked] New Applicant [ ] Current Board Member
Years of Service: \_\_\_\_\_

DEMOGRAPHICS				
<b>Education:</b>				
<input type="checkbox"/> HS/GED	<input type="checkbox"/> Some College	<input checked="" type="checkbox"/> College Degree	<input type="checkbox"/> Graduate School	
<b>Age Range:</b>				
<input type="checkbox"/> <18	<input type="checkbox"/> 18-34	<input type="checkbox"/> 35-59	<input checked="" type="checkbox"/> 60+	
<b>Years in Smithville:</b>				
<input type="checkbox"/> <2	<input type="checkbox"/> 2-4	<input type="checkbox"/> 5-9	<input checked="" type="checkbox"/> 10-19	<input type="checkbox"/> 20+

**QUALIFICATIONS**

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.

No

2. How did you hear about this Board and/or vacancy?

Mitch Jameson contacted me.

3. Please list experience and background relevant to the Board for which you are applying:

I have owned my own business for 40 years. I'm reasonably knowledgeable about real estate.

After all applications have been received, the Mayor and City staff will bring a report to Council meeting for Council's consideration.

**DECLARATION OF APPLICANT**

I declare that the information I submit in this application is correct and that I am eligible to be appointed to a City of Smithville Advisory Board, as I am not an elected official, officer or employee of the City of Smithville.

SIGNATURE \_\_\_\_\_

DATE 12-15-25

# Item #18

## ORDINANCE 2025-7XX

**AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS REPEALING ORDINANCE 2012-09-488 AND AMENDING CHAPTER 12 TRAFFIC AND VEHICLES ORDINANCE, ARTICLE 12.200 CONTROL DEVICES OF THE CITY OF SMITHVILLE CODE OF ORDINANCE REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Smithville, Texas, is a General Law Type A incorporated municipality and operating under the Laws of the State of Texas;

**WHEREAS**, the City of Smithville has the authority to adopt rules and regulations governing the control of traffic devices;

**WHEREAS**, the City of Smithville Council deems it necessary and in the best interests of the public to repeal ordinance 2012-09-488 to remove the school zone beginning at 6<sup>th</sup> Street and continuing to 9<sup>th</sup> Street on Short Street during the hours of 7:30 a.m. to 8:30 a.m. and 3:30 p.m. to 4:30 p.m. on regularly scheduled school days for the safety and well-being of the citizens of Smithville:

**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.** Amending Chapter 12 Traffic and Vehicles Ordinance, Article 12.200 Control Devices of the Smithville Code of Ordinances, the City of Smithville, Texas, is amended by removing school zone signs on Short Street between 6<sup>th</sup> Street and 9<sup>th</sup> Street:

**Section I.** The signs will be removed, and it will also be removed from the Traffic Control Schedule (school zone).

**Section II.** The City Secretary of the City of Smithville is hereby directed to publish the caption of this Ordinance in the official newspaper of the City of Smithville as the law in such cases provides, and it is accordingly so ordained.

**Section III.** This Ordinance shall become effective ten (10) days from and after the date of its approval, adoption, and publication as provided by law.

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 the 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 12<sup>th</sup> DAY OF JANUARY, 2026.**

**APPROVED:**

---

Sharon Foerster, Mayor

**ATTEST:**

---

Jennifer Lynch, City Secretary

# Item #19

**ORDINANCE NO. 2025-708**

**AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING CHAPTER 1 ARTICLE 1.10 CEMETERIES, CITY OF SMITHVILLE CODE OF ORDINANCES TO ADD SECTION 1.10.022 TO SET HOURS OF THE CEMETERIES; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to amend Section 1.10 by adding Section 1.10.022 Code of Ordinances, City of Smithville, Texas, to set hours for the City of Smithville cemeteries;

**WHEREAS**, the City Council finds and determines that adoption of this Ordinance promotes the health, safety, and welfare of the public; and

**WHEREAS**, the City Council finds and determines that the meeting at which this Ordinance was passed was open to the public and 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.** Adding Section 1.10.022, Code of Ordinances, City of Smithville, Texas, 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 the 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 12<sup>th</sup> DAY OF JANUARY, 2025.**

**APPROVED:**

**ATTEST:**

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

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

## EXHIBIT A

### **§ 1.10.021. Fees for cemetery services.**

Fees are as set forth by the city council and are on file in the office of the city secretary. (1987 Code, ch. 1, sec. 10U; Ordinance adopting 2001 Code; 2001 Code, sec. 1.221; Ordinance 9909-352 adopted 9/13/99; Ordinance adopting 2020 Code)

### **§ 1.10.022. Hours of the cemetery.**

The cemeteries will be open daily for visiting, care of graves, and other appropriate uses from dawn until dusk. It is unlawful for any person, other than a city employee or cemetery caretaker on official business, to enter or remain within the cemeteries at any time when the cemeteries are not open. It is unlawful for any person to enter the cemeteries at any location other than an authorized entrance.

Item #20

# Avinext

YOUR TECHNOLOGY SOLUTIONS COMPANY

*IT - Security - AV*



**Proposal**

## Community Room AV Upgrades

### City of Smithville

317 Main Street  
Smithville, TX 78957

Presented to: **Ashley Garrison**

Presented by: **Jonathan Reed**  
On 12/17/2025

## Executive Summary

This proposal is for the City of Smithville Rec Center, presented by Avinext. On Friday 12-12-25, Avinext visited the Rec Center with the customer to review the "Community Room" (also called the Media Room) flex space.

This space has two ceiling mounted Optoma projectors sighted into wall mounted motorized projection screens. There is distributed audio speakers installed across the ceiling to the T-Grid tiles.

The issues discussed on the site walk include:

- No modern Bluetooth connectivity point for end users to connect their devices (*laptop & phone*) and output music/sound to the ceiling speakers
- Dated wireless microphone system that was requested to be replaced with two handheld microphones
- Unreliable video input connections that would output to the customers projectors
  - Request to have this input source be a reliable, wireless only video input connection that will support both end users' phones and laptops
- Simple control interface for end users to adjust room volume, turn the projectors ON/OFF, and adjust speaker volume UP/DOWN
- Additionally, Avinext is presenting the recommendation to replace the eight-year-old Optoma projectors.

## Your Technology and Managed Service Solution

*With Avinext on your side, you receive the same knowledge, level of expertise, and impeccable service you might experience with providers from larger cities but with the friendliness of home—and all with faster response times.*

### Our Difference

#### PEOPLE

Our experienced and courteous Avinext professionals always put the customer first and become a vital part of your team. If you are not completely satisfied with our solutions, we WILL make it right!

#### EXPERTISE

For more than 35 years, our highly trained staff has provided unmatched technology expertise, striving to stay ahead of innovation so our customers always have access to the latest and greatest solutions.

#### APPROACH

We clearly communicate every solution we recommend, but only after we take the time to fully understand your business. We won't use any confusing jargon or hard-sell tactics, so you can be sure your service meets your specific needs.

### Our Proven Process



#### COMPLIMENTARY CONSULTATION

Avinext learns more about your specific business, your challenges, and your objectives.



#### ASSESSMENT

Our experts conduct a comprehensive assessment to identify needs and opportunities.



#### PROPOSAL

Our proposal includes cost estimates, scope of work, and course of action.



#### EXECUTION

Implementation of the agreed upon plan.



#### ONGOING SUPPORT

We continue to care for and nurture your solution to minimize downtime and keep your business running at peak performance.

**Repeat!**

### Why Us

#### OUR SOLUTIONS

Avinext solutions are tailored to your specific needs, whether you need a short-term audio-visual, security, or IT networking and infrastructure project or long-term managed services, we have the right solution for you.



#### IT

First class technology services with multiple options to remotely monitor IT infrastructure and end-user systems on a proactive basis.



#### SECURITY

Stay at the forefront of technology innovation with world-class security for equipment, for customized video, and access control management.



#### AV

Truly connect, whether reaching 1,000 people or one-on-one. Avinext provides AV solutions for a wide range of audiences and environments.

## Scope of Work

### Video System

The video system cabling between the AV equipment cabinet in the room and projectors will be refreshed. New 4k Crestron DM TX/RX signal extenders will be installed. An HDMI DA will be installed to output mirrored content to both projectors.

#### Video Inputs

- (1) Crestron Air Media Wireless presentation device will be installed in the AV equipment cabinet
  - This device will output a splash screen to both projectors, which will display connection instructions for end users to wirelessly connect and output their connected device with a mirrored image to both projectors

#### Video outputs

- (2) OFE Projectors will remain in the base design
  - Relay control will be tied into the projectors, so they can be powered ON/OFF from the Control Panel
  - Upgraded projectors are presented as optional

### Audio System

- To save on project expense, the customers *Speco Technologies PBM240AU* mixer/amplifier product will remain
  - This product will serve as the volume adjustment for the Microphone input, Bluetooth input, and adjust room speaker output volume as it's serving as the room's amplifier
  - The Crestron control system will tie-in control to this product via its RS232 port
  - The individual knobs will be set for their input sources and clearly labeled for the customer to adjust if required. The Crestron control panels volume adjustment will adjust the global volume parameter of this product UP/DOWN to control ceiling speaker volume
- (1) Tacam Bluetooth receiver will be installed in the AV cabinet
  - End users' devices must maintain within 15 FT of the AV cabinet for reliable Bluetooth connectivity
- (1) Shure SLX-D two channel microphone receiver will be installed
  - (2) Shure B58 handheld microphones will be provided to pair to this receiver

## Control System

- (1) Crestron MPC4-102-B single gang control interface will be wall mounted at the customers location preference in the media room
  - Power ON/OFF will be programmed to uniformly toggle all projectors ON/OFF
  - Screen Relay to send the projection screens UP/DOWN
  - Bluetooth pair toggle relay button so end users will see the Bluetooth product populate on their device
  - Global volume UP/DOWN of the customers mixer/amplifier product
- (1) Crestron Control processor will be installed in the AV Cabinet
  - Avinext is responsible for generating room control code
- (1) Crestron RS232 module expander will be installed in the AV cabinet
  - Required additional control ports for projector control
- (1) Netgear AV series 8-Port POE switch will be installed for AV product intercommunication and power
  - Will not be tied into the owners' network

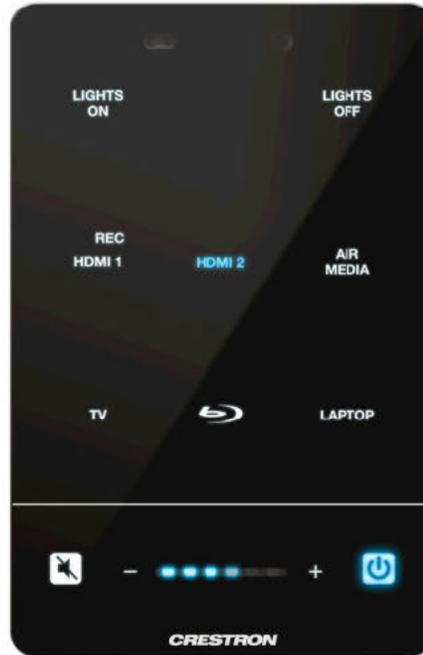
## Furniture and equipment

- The customers 125" Diagonal projection screens will remain
- The customers AV equipment cabinet will remain as the head end equipment location and new products will be best organized without an AV rack added to this location
- There is a portable AV cart with a third projector that will remain, and not be tied into this AV system

## Recommended Optional System Upgrades

- Replacement surge protector for AV cabinet equipment
  - Not required as there is an existing surge protector, but it observed to be dated. A new surge protector is recommended to maintain equipment's health
- New Projector's Option
  - This option includes two new Panasonic projectors to replace the Optoma projectors
    - 5,200 Lumen model, 1920x1200 resolution
  - The current projectors are 13 FT 1 inch from the projection screen. The new projectors will fill the screen between the parameters of 12 ft 11 inches and 26 ft inches, so the location can remain
  - These will remain at their ceiling mounted locations

Proposed single gang, wall mounted control interface. Button layout/labels will be updated to reflect system control feature requirements. *This example shows lighting control tie-in, which is not included by Avinext in this system design.*



### **Avinext Design Services**

Included in this room refresh project are full design services from Avinext. Full system drawings will be generated that reflect new and OFE equipment in the space. This document set will serve as a valuable review tool for The City of Smithville to confirm design goals prior to system installation, ensuring the information reaches the installer with an accurate game plan for project execution.

After the project is complete, a real world as-built final document will serve as valuable troubleshooting data for the City of Smithville IT/AV team to diagnose future system issues through signal flow schematics.

*These design documents will be generated after this proposal is accepted, prior to system installation.*

RCP	Elevations	System Schematics	Rack Elevations	As-Built Update
X	X	X	X	X

### **Project Assumptions, Exclusions**

- Assumes project installation will take place during standard business hours, Monday to Friday 8 AM to 5 PM
  - After-hours or weekend requests are subject to change order presentation for after-hours labor rates
- Assumes owner provided equipment that is to remain during this project is in working order
  - As observed on the site walk: Yes, these products are functional
  - Avinext is not liable for faulty products during commissioning. Avinext maintains the right to present a change order to resolve faulty owner equipment
- Out of scope items or revisions after this proposal is accepted are subject to change order presentation

## Budget

QTY	Description	UNIT Price	Total Price
1	Labor for Base Project	\$7,204.00	\$7,204.00
1	Materials for Base Project	\$8,795.71	\$8,795.71
1	3 Year On-Site Warranty for Base Project	\$1,919.99	\$1,919.99
1	Optional New Projectors	\$12,666.70	\$12,666.70
1	3 Year On-Site Warranty for New Projectors	\$1,520.00	\$1,520.00
1	New Cabinet Equipment Surge Protector	\$79.60	\$79.60
<b>SubTotal</b>			\$32,186.00
<b>Sales Tax</b>			\$0.00
<b>Total</b>			\$32,186.00

## Avinext Limited Installation Warranty

Avinext warrants labor for 30 days starting at substantial completion unless stated otherwise on the original invoice or Statement of Work. This warranty covers all equipment sold and installed by Avinext as part of the original installation. The limited warranty covers parts, labor, and standard shipping required to return the system to proper working condition. Extended warranty may be purchased and will be indicated on the original invoice or Statement of Work if applicable.



### THE LIMITED WARRANTY COVERS THE FOLLOWING

- Improper workmanship directly associated with the installation of equipment by Avinext personnel
- Premature failure of equipment due to normal operation (as determined by Avinext and/or the manufacturer)

### THE LIMITED WARRANTY DOES NOT COVER THE FOLLOWING

- Consumable items such as batteries
- Ground loop problems caused by faulty or dirty power
- Routine maintenance as recommended by the manufacturer or as conditions require
- Programming changes
- Firmware or software updates made available by the manufacturer after the original installation
- Requests for service due to operator error
- Service required as a result of negligence, misuse, or attempted repairs by anyone other than Avinext or the manufacturer
- Connections or dis-connections made by others
- Removal or reinstallation of equipment
- Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God

*The warranty statement above describes the Avinext Limited Installation Warranty and begins at substantial completion. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer's limited warranty.*

*For incidents where warranty status can only be determined by a service visit, Avinext will send a technician onsite to diagnose the problem.*

*If the problem is determined to be a non-warranty issue, Avinext will inform client of warranty status, seek authorization to proceed on billable work, and the customer will be responsible for paying for the initial service event to diagnose the problem regardless of whether they chose to repair the system. Avinext will require written authorization (and a PO if applicable) to complete the service work for problems deemed non-warranty. Standard service and travel rates apply. Avinext will make a best effort to restore system functionality as quickly as possible.*

## OWNER FURNISHED EQUIPMENT

If owner is providing equipment (racks, furniture, electronics, etc.) to Avinext for installation, owner agrees to have equipment delivered to site or other agreed upon location in advance of commencement of work.

Failure to provide equipment in a timely manner may result in delays to the project schedule and completion.

## WORKSITE RESPONSIBILITIES

Provide access to the work site during agreed upon times for work to be performed Monday thru Friday from 8am to 5pm.

Ensure that during agreed upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Avinext.

Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.

Client shall inform Avinext of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

## ELECTRICAL, DATA, FIRE ALARM AND TELECOM PROVISIONS

Client acknowledges that Avinext is not a certified electrician and will not provide any electrical wiring and/or connections. All power connections will be the responsibility of owner unless otherwise specified in the scope of work. It is recommended to have security controllers directly wired to a circuit with battery backup.

Client also agrees to provide necessary Data, CATV, and/or Telecom connections required to connect to equipment as necessary, including switch ports and POE capacity.

Client is responsible for coordination with customer's Fire Alarm vendor for any code required system integration to fire alarm system and to have Fire Alarm vendor present for any required AHJ inspections.

Client is responsible for any required programming of client's existing phone system to integrate with Avinext installed systems.

## PROJECT MANAGEMENT PROCESS

Changes are a common occurrence in any project. However, if not managed properly changes can create problems for both the client and Avinext. Common problems caused by changes are project delays, unanticipated cost increases, prolonged construction in work areas, reduced testing and training opportunities, etc.

Unless specifically defined in the Statement of Work, it is agreed that e-mail will serve as the preferred method for all communication relating to this project.

Client agrees to involve necessary personnel from their organization in the planning phases to ensure that sufficient input is gathered up front and incorporated into a final design.

Prior to acceptance of the scope of work, owner will identify a project manager to be a liaison between Avinext and owner's organization.

Client agrees that it is in everyone's best interest if communication between the parties is channeled through the designated Avinext project manager to avoid miscommunications between client, owner, and contractor.

Any changes requested by client shall be communicated via a written change order request by e-mail and said changes are not considered to be accepted until the designated Avinext contact has responded in writing, and any price changes or changes to the scope of work have been signed by both parties.

Client agrees that Avinext installation personnel will NOT be asked to change or modify the project while they are working onsite. Avinext installation personnel are NOT authorized to implement changes and have specifically been instructed not to do so.

## How to Get Service

### CONTACT

Service Department

☎ (979) 846-9727, option 1

✉ [Ticket@Avinext.com](mailto:Ticket@Avinext.com)

## Service Request

Please include the following information in your service request to expedite the processing of service:

- 1. PRIMARY CONTACT**  
name, number and email
- 2. EQUIPMENT MODEL**  
and serial number
- 3. ORGANIZATION**  
or department name
- 4. DETAILED PROBLEM DESCRIPTION**  
including what you were doing when the issue occurred
- 5. ROOM AVAILABILITY**  
and contact for the facilities coordinator to expedite scheduling and ensure access to the equipment
- 6. LOCATION**  
including building/room number and/or physical address

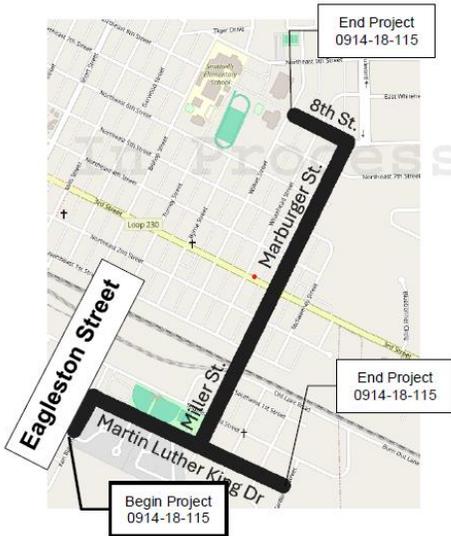


# Item #21

# TXDOT AFA Correction to Attachment B-1, Project Location Map

CCSJ # 0914-18-115 AFA ID Z00001124

ATTACHMENT B-1  
PROJECT LOCATION MAP



## Map & Scope in AFA document (12/16/25)

Article 4, Scope of Work, is deleted in its entirety and replaced with:

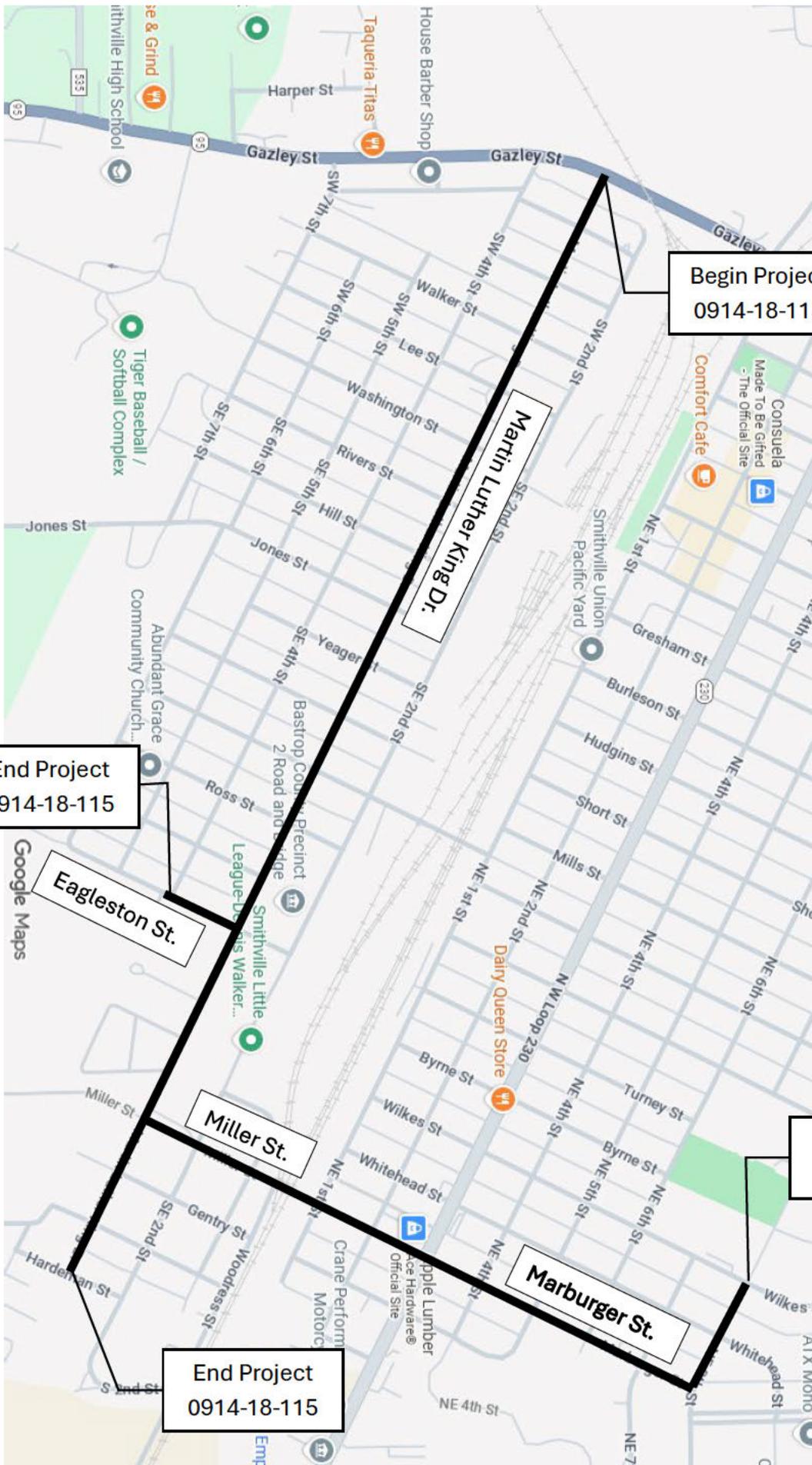
The scope of work for the Project consists of the construction of sidewalks on Northeast 8<sup>th</sup> Street from Smithville Elementary School to Marburger Street, Marburger street and Miller Street from 8th street to Martin Luther King Drive, Martin Luther King Drive from Hardeman Street to Eagleston Street, Eagleston Street from Martin Luther King Drive to Southeast 4<sup>th</sup> Street. The project connects Smithville Elementary students with residential and commercial areas and connects to previously constructed SRTS and Transportation Alternatives projects in Smithville, Texas.

## Revised Map & Scope in AFA document

Article 4, Scope of Work, is deleted in its entirety and replaced with:

The scope of work for the Project consists of the construction of sidewalks on Northeast 8<sup>th</sup> Street from Smithville Elementary School to Marburger Street, Marburger street and Miller Street from 8th street to Martin Luther King Drive, Martin Luther King Drive from Hardeman Street to SH95, Eagleston Street from Martin Luther King Drive to Southeast 4<sup>th</sup> Street. The project connects Smithville Elementary students with residential and commercial areas and connects to previously constructed SRTS and Transportation Alternatives projects in Smithville, Texas.





Begin Project  
0914-18-115

Martin Luther King Dr.

End Project  
0914-18-115

Eagleston St.

Miller St.

End Project  
0914-18-115

Marburger St.

End Project  
0914-18-115

# Item #22

**RESOLUTION No. 2026-01-566**

**A RESOLUTION OF THE CITY OF SMITHVILLE, TEXAS CALLING A MUNICIPAL GENERAL ELECTION FOR THE 2<sup>nd</sup> DAY OF MAY, 2026**

**WHEREAS**, a General Election is hereby ordered to be held on May 2, 2026, to elect the following positions;

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

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

Precincts: 2015, 2016, and 2012 within the city limits

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

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

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

**WHEREAS**, early voting by personal appearance will be conducted each weekday at Smithville Recreation Center, 106 Gazley St., (in the Media Room) Smithville, Texas, voting hours shall be between the hours of 8:00 a.m. and 5:00 p.m. on April 20, 2026, April 22, 2026, April 23, 2026, and April 24, 2026, and between the hours of 7:00 a.m. -7:00 p.m. Starting April 27, 2026, ending April 28, 2026. Applications for ballot by mail shall be mailed to Bastrop County, Kristin Miles, Early Voting Clerk, Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballot by mail must be received no later than the close of business on April 20, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Smithville, Texas, that notice of election to be held on May 2, 2026, is hereby ordered and called. Notice of election shall be given: (a) by publication one time in a newspaper of general circulation in the City of Smithville, not less than ten (10) nor more than thirty (30) days before the date act herein for such election; and (b) by posting such notice at City Hall and in each election precinct of the City not less than twenty-one (21) days before the date set herein for such election.

**PASSED AND APPROVED** this 12<sup>th</sup> Day of January 2026.

---

Sharon Foerster, Mayor

Attest:

---

Jennifer Lynch, City Secretary

Item #23

**CONTRACT FOR ELECTION SERVICES**  
**BETWEEN**  
**THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY**  
**AND**  
**THE CITY OF SMITHVILLE**  
**FOR THE MAY 2, 2026 ELECTION**

**THIS CONTRACT** is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and The City of Smithville, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 2, 2026 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 20, 2026.

**B. Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit “C” or Exhibit “C-1”, whichever is applicable.

**C. Election School(s).** The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

**D. Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

**E. Registered Voter List.** The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

**F. Ballots.** The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE’s) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE’s along with the election supplies.

**G. Early Voting.** In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

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

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit “A,” attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

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

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 2, 2026.

**H. Election Day Polling Locations.** The Election Day polling locations are those listed in Exhibit “B,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

**I. Central Counting Station.** The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

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

**J. Manual Counting.** The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

**K. Election Reports.** The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

**L. Custodian of Voted Ballots.** The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

**II. RESPONSIBILITIES OF THE CITY.** The CITY shall assume the following responsibilities:

**A. Election School(s).** At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

**B. Polling Locations.** The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

**C. Applications for Mail Ballots.** The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

**D. Election Orders, Election Notices, Canvass.** The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

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

**E. Paper Ballots.** In advance of the March 18, 2026 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

**F. Jurisdictional Boundaries.** The CITY is solely responsible for the integrity and correctness of its boundary utilized by the Contracting Officer with respect to the May 2, 2026 election. The CITY shall ensure the Contracting Officer possesses an accurate boundary of its territory within Bastrop County, Texas. Before the coding and programming of the ballot begins, the CITY shall review and confirm, in a method provided by the Contracting Officer, its jurisdictional area as spatially accurate or submit its correct boundary information. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Note: Pursuant to Texas Election Code Section 276.006, a change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day, that deadline being February 2, 2026 for the May 2, 2026 election.

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

**A. Compensation.** The parties agree that presiding judges and alternate judges will be compensated at a rate of \$14.00/hr., and election clerks will be compensated at a rate of \$12.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time

to complete the counting and to wrap up the paper work, but not to exceed two hours before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 2, 2026 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

**B. *Number of Election Workers.*** The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

#### **IV. JOINT EXPENSES AND PAYMENT**

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

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

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

**B. *Billing.*** As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. **Payment.** The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. **Expense Item Larger than \$500.** If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

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

F. **Administrative Fee.** The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

## V. GENERAL PROVISIONS

A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. **Joint Election.** The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 2, 2026. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. **Cancellation of Election.** If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 2, 2026 Joint Election.

**D. Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

**E. Representatives.** For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

**For the CITY:**

Jennifer Lynch  
City Secretary  
City of Smithville  
317 Main St.  
Smithville, TX 78957  
Tel: (512) 237-3282  
Fax: (512) 237-4549  
Email: [jdlynch@ci.smithville.tx.us](mailto:jdlynch@ci.smithville.tx.us)

**For the Contracting Officer:**

Kristin Miles  
Elections Administrator  
Bastrop County  
804 Pecan Street  
Bastrop, TX 78602  
Tel: (512) 581-7160  
Fax: (512) 581-4260  
Email: [elections@co.bastrop.tx.us](mailto:elections@co.bastrop.tx.us)

**F. Recount.** A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

**G. Amendment/Modification.** Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

**H. Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

**I. Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

**J. Third Party Beneficiaries.** Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

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

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

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

\_\_\_\_\_  
City Manager

City of Smithville  
Bastrop County, Texas

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

---

Gregory Klaus  
County Judge  
Bastrop County, Texas

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

---

Kristin Miles  
Elections Administrator  
Bastrop County, Texas

**EXHIBIT "A"**

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

**Time Period:**

Monday, April 20, 2026 through Tuesday, April 28, 2026.

**Main Location:**

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

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
<b>20</b> 8:00 am – 5:00 pm	<b>21</b> NO VOTING STATE HOLIDAY	<b>22</b> 8:00 am – 5:00 pm	<b>23</b> 8:00 am – 5:00 pm	<b>24</b> 8:00 am – 5:00 pm
<b>27</b> 7:00 am – 7:00 pm	<b>28</b> 7:00 am – 7:00 pm			

**Branch Locations:**

Smithville Rec Center, 106 Royston St., Smithville  
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek  
North Bastrop County Community Annex, 702 Bull Run, Elgin

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
<b>20</b> 8:00 am – 5:00 pm	<b>21</b> NO VOTING STATE HOLIDAY	<b>22</b> 8:00 am – 5:00 pm	<b>23</b> 8:00 am – 5:00 pm	<b>24</b> 8:00 am – 5:00 pm
<b>27</b> 7:00 am – 7:00 pm	<b>28</b> 7:00 am – 7:00 pm			

**Voting by Mail:**

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

**EXHIBIT “B”**

**ELECTION DAY POLLING LOCATIONS ELECTION**

**Aqua Water Supply, 415 Old Austin Hwy., Bastrop**

**River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop**

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

**Bastrop County Community Center, 15 American Legion Dr., Bastrop**

**Smithville Rec Center, 106 Royston St., Smithville**

**Rosanky Community Center, 135 Main St., Rosanky**

**Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek**

**Red Rock Community Center, 114 Red Rock Rd., Red Rock**

**North Bastrop County Community Annex, 702 Bull Run, Elgin**

**Faith Lutheran Church, 230 Waco St., McDade**

**Family Worship Center, 2425 FM 1704, Elgin**

**Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop**

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

**EXHIBIT "C"**  
**ESTIMATED COST OF ELECTION**

**CITY OF SMITHVILLE**

<b>Optical Ballots and Programming Expenses</b>	<b>\$ 6,079.82</b>
<b>Rental Fee for ExpressVote and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges &amp; Clerks, and Ballot Board</b>	
<b>Election Kits &amp; other precinct supplies</b>	<b>\$ 200.00</b>
<b>SUBTOTAL</b>	<b>\$ 6,279.82</b>
<b>10% ADMINISTRATIVE FEE</b>	<b><u>\$ 627.98</u></b>
<b>TOTAL</b>	<b><u>\$ 6,907.80</u></b>

# Item #24

MAYOR  
SHARON FOERSTER

MAYOR PROTEM  
JIMMY JENKINS

COUNCIL MEMBERS  
TYRONE WASHINGTON  
MITCHELL JAMESON  
CATHY MEEK  
BRANDON DUNHAM

INTERIM CITY MANAGER  
JEREMY FRAZIER



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: January 9, 2026  
RE: December Financial Reports

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

- ❖ lease payment for 2 police units, backhoe, leaf truck, & utility truck - \$24,800
- ❖ annual fire run payments for the SVFD - \$28,577
- ❖ annual OpenGov support fee for utility billing, budgeting, A/P, and payroll software - \$28,942
- ❖ annual Rural Telecommunications of America (RTA) internet access & data services fee - \$11,025
- ❖ annual TCEQ permit fee for drinking water - \$5,338
- ❖ quarterly Bastrop County Appraisal District local support payment - \$11,755
- ❖ legal services - \$18,669
- ❖ aviation fuel for airport fuel concessions - \$28,541
- ❖ purchase of electricity from UGE Smithville Solar One and Solar Two - \$19,125
- ❖ arborist consultation/tree service - \$3,900
- ❖ and the monthly payments for fuel, city employee benefits, LCRA purchased power, and garbage services

Certificate of Obligations, Series 2019 expenses included:

- ❖ TRC Engineers, Inc: city match for HMGP DR-4485 (Generators at Water Plants) - \$2,395

Tax Note, Series 2022 expenses included: none

Grant expenditures included:

- ❖ General Land Office CDBG-MIT Resilient Community Program Grant (Comprehensive Plan): Langford Management Services - \$52,500
- ❖ HMGP DR-4485 (Generators at Water Plants): TRC Engineers fees - \$21,555
- ❖ TxDOT Safe Routes to School Sidewalk Grant: KSA engineering fees - \$2,340
- ❖ Methodist Healthcare Ministries, Rural Whole Health Coalition, Building Community Resiliency: Career Tracks salary/website/social media/Google management - \$1,569
- ❖ Methodist Healthcare Ministries Health on Wheels: city administration, staffing for clinics, & dental supplies - \$26,506

Have a great weekend,

*Cynthia*

## ESTIMATED FUND BALANCES

@ December 31, 2025

### General Fund

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

Note: the recommended fund balance for fiscal year 2025-2026 based on the General Fund's budgeted expenditures is:

7,005,349 divided by 12 times 3 equals \$1,751,337

Beginning Fund Balance @ October 1, 2024 \$1,536,218

Statement of Rev & Exp (YTD) @ September 30, 2025 \$202,342  
Revenues Over/Under Expenditures

Statement of Rev & Exp (YTD) @ December 31, 2025 \$426,388  
Revenues Over/Under Expenditures

Estimated Fund Balance @ December 31, 2025 \$2,164,948

**Estimated Fund Balance Over/Under Recommended \$413,611**

### Utility Fund

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

NOTE: the recommended fund balance for fiscal year 2025-2026 based on the Utility Fund budgeted operating expenditures is:

(8,487,073 less 1,254,945) divided by 12 times 3 equals \$1,808,032

Beginning Fund Balance @ October 1, 2024 \$1,315,932

Statement of Rev & Exp (YTD) @ September 30, 2025 (\$78,454)  
Revenues Over/Under Expenditures

Statement of Rev & Exp (YTD) @ December 31, 2025 (\$257,088)  
Revenues Over/Under Expenditures

Estimated Fund Balance @ December 31, 2025 \$980,390

**Estimated Fund Balance Over/Under Recommended (\$827,642)**

**CITY OF SMITHVILLE**  
**CASH BALANCES & RESERVES**      @ 12/31/25      @ 12/31/24

**CASH OPERATING ACCOUNTS:**

General Fund	538,591	767,481
Utility Fund	54,708	55,408
Credit Card Pmts	121,388	96,503
Fireman's Pension	25,049	26,246
HOMES Grant Fund	239	239
HRA Trust Fund	79,668	64,894
Library Contributions Fund	220,617	212,903
Railroad Park	706	711
TxCDBG Project	61	61
Police Seized Assets	7,431	7,189
Grants Account	28,937	59,493
HMGP Grants	0	0
TxDOT Sidewalk Grants	0	0
Friends of Smithville	1,879	1,818
Independence Park	6,918	6,694
Smithville TX Veterans Memorial Park	0	9,374
Coronavirus Local Fiscal Recovery	205	36,023
GLO CDBG-MIT Grant	2,147	1,444
2025 Tax Note Project Fund	2,877,347	0
<b>Total Cash on Hand</b>	<b>3,965,892</b>	<b>1,346,481</b>

**INVESTED FUNDS**

*Matures*

**CERTIFICATES OF DEPOSIT:**

General - Operations	56,530	Aug-26	55,002
General - Library Contributions	153,822	Mar-25	148,700
General - Library Contributions	121,419	Nov-25	118,136
Utility - Operations	154,676	Apr-25	149,343
Utility - Operations #2	119,056	Aug-25	114,838
Utility - Designated Customer Dep	102,136	Apr-26	99,375
Utility - Customer Deposits	35,939	Mar-26	34,968
Economic Development (IDF)	58,549	Dec-25	56,986
Utility '01 CO/SWS FNMA	130,086	Oct-25	126,569

**INVESTMENT POOL ACCOUNTS**

General - Operations	1,825	1,741
Utility - Operations	1,229	5,487
Capital Replacement Fund	4,491	19,606
Maintenance Bond Deposits	94,413	90,368
Interest & Sinking	1,208,671	980,837
'07 CofO Project Funds	89	85
'19 CofO Project Funds	822,947	665,147
'23 Tax Note Project Funds	608,197	995,431

**SAVINGS ACCOUNTS**

Airport Fly-in	10,342	10,474
PEG Capital Fee	20,383	20,363

**TOTAL INVESTED FUNDS: 3,704,800      3,693,437**

**ACCOUNTS RECEIVABLE**

Gen/Util - Miscellaneous	313,887	260,294
Utility Billings - Current	735,522	590,568
Utility Billings - Delinquent	137,766	117,235
<b>Total Accounts Receivable</b>	<b>1,187,175</b>	<b>968,097</b>

**TOTAL CASH & RECEIVABLES 8,857,867      6,008,015**

**RESERVE AMOUNTS**

Res Bond Debt Service	1,208,671	980,837
Res Bond Project Funds	4,308,580	1,660,664
Res Customer Deposits	121,450	116,232
Res Economic Development	58,549	56,966
Res Firemen's Pension	25,049	26,246
Designated Court Technology	0	354
Designated Library	495,857	479,739
Designated Police Ed/Op	2,169	1,435
Designated VFD Donations	0	0
Designated HOME Grant Fund	239	239
Designated TxCDBG Project	61	61
Designated Police Seized Assets	7,431	7,189
Designated Grants Account	28,937	59,493
Designated HMGP Grants	0	0
Designated TxDOT Sidewalk Grants	0	0
Designated Independence Park	6,918	6,694
Designated-Veterans Memorial Park	0	9,374
Designated-Smithville Cares	1,879	1,818
Designated-CLFRF	205	36,023
Designated-GLO CDBG-MIT	2,147	1,444
Designated Maintenance Bond Dep	94,413	90,368
<b>Total Reserve Amounts</b>	<b>6,362,556</b>	<b>3,535,177</b>

**ACCOUNTS PAYABLE**

General	343,985	299,090
Utility	487,977	337,886
<b>Total Accts Payable</b>	<b>831,963</b>	<b>636,976</b>

**TOTAL RESERVES & PAYABLES 7,194,519      4,172,162**

**UNRESTRICTED CASH & RECEIVABLES 1,663,348      1,835,863**

**CITY OF SMITHVILLE  
SUMMARY REVENUE / EXPENSE STATEMENT  
FISCAL YEAR 2025-26 @ December 31, 2025**

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 12/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
General Fund	2,236,328	7,005,349	31.92%	2,151,369	6,912,353	31.12%
Utility Fund	2,024,754	8,487,073	23.86%	1,833,683	8,287,538	22.13%
Maintenance Fund	34,645	135,601	25.55%	37,891	137,664	27.52%
Int & Sinking Fund	569,997	906,299	62.89%	557,818	1,060,635	52.59%
<b>TOTAL REVENUES</b>	<b>4,865,724</b>	<b>16,534,322</b>	<b>29.43%</b>	<b>4,580,760</b>	<b>16,398,190</b>	<b>27.93%</b>
<b>EXPENSES:</b>						
General Fund	1,809,940	7,005,349	25.84%	1,708,193	6,872,285	24.86%
Utility Fund	2,281,842	8,487,073	26.89%	2,153,700	7,830,180	27.51%
Maintenance Fund	35,294	135,601	26.03%	35,935	137,664	26.10%
Int & Sinking Fund	0	1,206,299	0.00%	0	856,760	0.00%
<b>TOTAL EXPENSES</b>	<b>4,127,075</b>	<b>16,834,322</b>	<b>24.52%</b>	<b>3,897,828</b>	<b>15,696,888</b>	<b>24.83%</b>
<b>Revenues Over/(Under) Expenses</b>						
<i>M&amp;O Funds</i>	<b>168,652</b>			<b>125,114</b>	<b>497,427</b>	
<i>I&amp;S Fund</i>	<b>569,997</b>			<b>557,818</b>	<b>203,875</b>	
<i>Total Over(Under)</i>	<b>738,648</b>	<b>(300,000)</b>		<b>682,932</b>	<b>701,302</b>	

**CITY OF SMITHVILLE  
GENERAL FUND RECAP  
2025-2026**

**FOR MONTH OF: December**

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 12/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
Taxes	1,189,062	3,093,774	38.43%	1,142,721	2,901,986	39.38%
Licenses & Permits	40,736	148,930	27.35%	46,416	167,774	27.67%
Services	463,309	1,740,600	26.62%	425,287	1,694,209	25.10%
Court	9,158	57,250	16.00%	10,138	48,238	21.02%
Miscellaneous	460,511	1,783,045	25.83%	444,733	1,889,662	23.54%
Contributions	73,551	181,750	40.47%	82,074	210,484	38.99%
<b>TOTAL REVENUES</b>	<b>2,236,328</b>	<b>7,005,349</b>	<b>31.92%</b>	<b>2,151,369</b>	<b>6,912,353</b>	<b>31.12%</b>
<b>EXPENSES:</b>						
Administration	213,521	531,186	40.20%	137,580	528,571	26.03%
Finance	17,721	83,614	21.19%	26,913	76,176	35.33%
Police	475,753	1,872,326	25.41%	418,773	1,699,514	24.64%
Animal Control	19,770	77,013	25.67%	16,744	71,701	23.35%
Court	23,747	92,011	25.81%	17,401	91,420	19.03%
Fire	41,232	105,133	39.22%	52,673	141,643	37.19%
Library	123,415	471,168	26.19%	120,448	489,007	24.63%
Community Service	2,127	67,990	3.13%	10,222	65,382	15.63%
Parks & Recreation	91,026	449,037	20.27%	104,744	440,140	23.80%
Recreation Center	100,291	422,759	23.72%	98,860	409,986	24.11%
Street & Alley	133,796	408,286	32.77%	146,969	499,634	29.42%
Solid Waste	379,225	1,389,936	27.28%	361,758	1,480,470	24.44%
Enforcement/Insp	38,248	202,598	18.88%	23,208	182,595	12.71%
Cemetery	32,469	134,429	24.15%	33,943	150,057	22.62%
Airport	47,453	307,910	15.41%	97,775	344,913	28.35%
Economic Development	70,147	389,954	17.99%	40,181	201,076	19.98%
<b>TOTAL EXPENSES</b>	<b>1,809,940</b>	<b>7,005,349</b>	<b>25.84%</b>	<b>1,708,193</b>	<b>6,872,285</b>	<b>24.86%</b>
<b>Revenues Over/(Under)</b>	<b>426,388</b>	<b>0</b>		<b>443,176</b>	<b>40,069</b>	

CITY OF SMITHVILLE  
GENERAL FUND REVENUE RECAP  
2025-2026

FOR MONTH OF: December

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 12/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
<b>TAXES</b>						
Property Taxes	904,980	1,926,024	46.99%	857,092	1,702,553	50.34%
Franchise Taxes	27,732	129,750	21.37%	29,092	127,394	22.84%
Sales Taxes	246,639	980,000	25.17%	248,815	1,016,210	24.48%
Hotel/Motel Taxes	6,885	50,000	13.77%	6,535	46,328	14.11%
Mixed Beverage Tax	2,827	8,000	35.33%	1,186	9,501	12.48%
<b>Total Tax Revenues</b>	<b>1,189,062</b>	<b>3,093,774</b>	<b>38.43%</b>	<b>1,142,721</b>	<b>2,901,986</b>	<b>39.38%</b>
<b>LICENSES &amp; PERMITS</b>						
Misc. Licenses	215	200	107.50%	15	235	6.38%
Alcohol Permits	0	2,345	0.00%	517	2,745	18.84%
Building Permits	30,781	102,885	29.92%	29,019	122,365	23.72%
Electrical Permits	3,290	15,000	21.93%	5,500	12,949	42.47%
Plumbing Permits	2,450	18,500	13.24%	6,875	18,798	36.57%
Misc. Permits/Film Permits	4,000	10,000	40.00%	4,490	10,682	42.03%
<b>Total L/P Revenues</b>	<b>40,736</b>	<b>148,930</b>	<b>27.35%</b>	<b>46,416</b>	<b>167,774</b>	<b>27.67%</b>
<b>SERVICES</b>						
Inspections	50	1,500	3.33%	0	50	0.00%
Cemetery	800	3,850	20.78%	600	3,900	15.38%
Police	3,808	750	507.73%	332	2,062	16.10%
Code Enforcement	0	1,000	0.00%	750	750	100.00%
Streets	0	1,250	0.00%	1,100	8,117	13.55%
Leaf & Limb	475	221,000	0.21%	150	2,425	6.19%
Sanitation	365,795	1,240,000	29.50%	353,024	1,429,803	24.69%
Warehouse	3,105	12,000	25.88%	3,110	9,852	31.57%
Parks & Recreation	7,255	22,000	32.98%	7,095	21,092	33.64%
Library	1,402	5,250	26.70%	1,082	5,236	20.67%
Airport	31,337	97,000	32.31%	22,734	74,783	30.40%
Recreation Center	49,282	135,000	36.51%	35,309	136,139	25.94%
<b>Total Svc Revenues</b>	<b>463,309</b>	<b>1,740,600</b>	<b>26.62%</b>	<b>425,287</b>	<b>1,694,209</b>	<b>25.10%</b>
<b>COURT REVENUES</b>						
Fines	6,348	37,500	16.93%	6,471	35,428	18.26%
Admin Fees	300	500	60.07%	146	29	503.83%
CJP Arrest Fees	364	2,750	13.24%	450	1,970	22.86%
Court Costs	2,096	15,500	13.52%	2,437	9,247	26.35%
Remedies	50	1,000	5.00%	280	613	45.68%
Court Technology	0	0	0.00%	354	951	37.26%
<b>Total Court Revs</b>	<b>9,158</b>	<b>57,250</b>	<b>16.00%</b>	<b>10,138</b>	<b>48,238</b>	<b>21.02%</b>
<b>MISC. SALES &amp; REVS</b>						
Cemetery Plots	4,000	18,000	22.22%	3,000	16,050	18.69%
Franchise Fee - Utility	43,750	175,000	25.00%	43,750	175,000	25.00%
Interest Income	7,528	36,000	20.91%	8,874	36,060	24.61%
Rents	50	0	0.00%	100	400	25.00%
Credit Card Usage Fee	1,824	4,100	44.49%	1,776	5,544	32.03%
Misc Rev/Ins Recovery	23,848	35,000	68.14%	17,023	97,944	17.38%
Sale of Fixed Assets	2,550	10,000	25.50%	15,700	85,358	18.39%
Aviation Fuel Sales	63,225	250,000	25.29%	50,051	255,469	19.59%
Transfer in from Utility	313,736	1,254,945	25.00%	304,459	1,217,837	25.00%
Other Rev-Lease Purchase	0	0	0.00%	0	0	0.00%
<b>Total Misc. Revs</b>	<b>460,511</b>	<b>1,783,045</b>	<b>25.83%</b>	<b>444,733</b>	<b>1,889,662</b>	<b>23.54%</b>
<b>CONTRIBUTIONS</b>						
Public Sources	13,871	20,750	66.85%	20,809	40,374	51.54%
Private Sources	5,706	6,500	87.78%	5,250	6,838	76.78%
Grants	0	4,500	0.00%	500	2,516	19.87%
Volunteer Fire Dept	34,975	140,000	24.98%	35,515	140,756	25.23%
B. Hewatt	19,000	10,000	190.00%	20,000	20,000	100.00%
Tocker Foundation	0	0	0.00%	0	0	0.00%
<b>Total Contributions</b>	<b>73,551</b>	<b>181,750</b>	<b>40.47%</b>	<b>82,074</b>	<b>210,484</b>	<b>38.99%</b>
<b>TOTAL REVENUES</b>	<b>2,236,328</b>	<b>7,005,349</b>	<b>31.92%</b>	<b>2,151,369</b>	<b>6,912,353</b>	<b>31.12%</b>

CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2025-26

FOR MONTH OF: December

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 12/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
<b>ADMINISTRATION</b>						
Personnel	111,871	239,581	46.69%	48,235	230,501	20.93%
Services	95,301	238,330	39.99%	70,329	253,569	27.74%
Supplies & Materials	3,538	19,625	18.03%	3,073	19,146	16.05%
Other	2,811	33,650	8.35%	15,943	25,355	62.88%
Capital	0	0	0.00%	0	0	0.00%
Transfer to TxDOT Sidewalk Grants	0	0	0.00%	0	0	0.00%
<b>Total Admin Expense</b>	<b>213,521</b>	<b>531,186</b>	<b>40.20%</b>	<b>137,580</b>	<b>528,571</b>	<b>26.03%</b>
<b>FINANCE</b>						
Personnel	13,243	55,679	23.79%	11,542	49,721	23.21%
Services	4,070	26,585	15.31%	15,237	25,578	59.57%
Supplies & Materials	408	1,350	30.19%	135	877	15.40%
Other	0	0	0.00%	0	0	0.00%
<b>Total Finance Expense</b>	<b>17,721</b>	<b>83,614</b>	<b>21.19%</b>	<b>26,913</b>	<b>76,176</b>	<b>35.33%</b>
<b>POLICE</b>						
Personnel	424,470	1,687,274	25.16%	340,820	1,509,009	22.59%
Services	5,822	31,770	18.33%	6,010	30,034	20.01%
Supplies & Materials	36,145	104,150	34.70%	30,579	104,943	29.14%
Other	9,316	49,132	18.96%	41,364	55,528	74.49%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Police Expense</b>	<b>475,753</b>	<b>1,872,326</b>	<b>25.41%</b>	<b>418,773</b>	<b>1,699,514</b>	<b>24.64%</b>
<b>ANIMAL CONTROL</b>						
Personnel	17,029	67,678	25.16%	14,260	64,941	21.96%
Services	2,193	4,740	46.26%	1,266	4,535	27.92%
Supplies & Materials	548	3,800	14.43%	442	1,450	30.50%
Other	0	795	0.00%	775	775	100.02%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Animal Control Exp</b>	<b>19,770</b>	<b>77,013</b>	<b>25.67%</b>	<b>16,744</b>	<b>71,701</b>	<b>23.35%</b>
<b>COURT</b>						
Personnel	17,816	73,056	24.39%	14,916	69,412	21.49%
Services	5,930	18,383	32.26%	2,310	21,764	10.61%
Supplies & Materials	0	550	0.00%	176	222	79.12%
Other	0	22	0.00%	0	22	0.00%
<b>Total Court Exp</b>	<b>23,747</b>	<b>92,011</b>	<b>25.81%</b>	<b>17,401</b>	<b>91,420</b>	<b>19.03%</b>
<b>FIRE</b>						
Personnel	0	1,758	0.00%	1,808	1,808	100.00%
Services	2,671	17,500	15.26%	2,202	10,139	21.72%
Supplies & Materials	9,476	44,000	21.54%	11,380	70,315	16.18%
Other	29,085	41,875	69.46%	37,284	38,817	96.05%
Capital Expenditures	0	0	0.00%	0	20,564	0.00%
<b>Total Fire Expense</b>	<b>41,232</b>	<b>105,133</b>	<b>39.22%</b>	<b>52,673</b>	<b>141,643</b>	<b>37.19%</b>
<b>LIBRARY</b>						
Personnel	97,026	393,598	24.65%	83,337	387,143	21.53%
Services	3,649	15,255	23.92%	4,287	16,446	26.06%
Supplies (includes Donation/Grant exp)	22,740	55,600	40.90%	27,159	79,578	34.13%
Other	0	6,715	0.00%	5,665	5,840	97.01%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Library Expense</b>	<b>123,415</b>	<b>471,168</b>	<b>26.19%</b>	<b>120,448</b>	<b>489,007</b>	<b>24.63%</b>
<b>COMMUNITY SERVICE</b>						
Allocated Support	2,127	67,990	3.13%	10,222	65,382	15.63%
<b>Total Community Svc Exp</b>	<b>2,127</b>	<b>67,990</b>	<b>3.13%</b>	<b>10,222</b>	<b>65,382</b>	<b>15.63%</b>
<b>PARKS &amp; RECREATION</b>						
Personnel	65,004	313,945	20.71%	54,322	247,645	21.94%
Services	7,060	32,840	21.50%	19,093	43,481	43.91%
Supplies & Materials	18,961	92,477	20.50%	21,241	110,080	19.30%
Other	0	9,775	0.00%	10,088	11,536	87.45%
Capital Expenditures	0	0	0.00%	0	27,418	0.00%
<b>Total Parks &amp; Recr Exp</b>	<b>91,026</b>	<b>449,037</b>	<b>20.27%</b>	<b>104,744</b>	<b>440,140</b>	<b>23.80%</b>

CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2025-26

FOR MONTH OF: December

	2025/2026	2025/2026	2025/2026	2024/2025	AMENDED	2024/2025
	Y-T-D	BUDGET	% OF BUDGET	@ 12/31	2024/2025	% OF BUDGET
			USED\COLLECTED		BUDGET	USED\COLLECTED
<b>RECREATION CENTER</b>						
Personnel	69,129	285,299	24.23%	57,944	266,260	21.76%
Services	14,615	85,985	17.00%	16,829	77,970	21.58%
Supplies & Materials	5,755	37,250	15.45%	11,877	53,351	22.26%
Other	10,792	14,225	75.86%	12,209	12,405	98.42%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Recreation Center Exp</b>	<b>100,291</b>	<b>422,759</b>	<b>23.72%</b>	<b>98,860</b>	<b>409,986</b>	<b>24.11%</b>
<b>STREET &amp; ALLEY</b>						
Personnel	58,317	234,848	24.83%	49,655	223,963	22.17%
Services	33,361	55,850	59.73%	42,159	119,089	35.40%
Supplies & Materials	31,124	94,600	32.90%	39,148	128,583	30.45%
Other-Special Projects	10,994	22,988	47.83%	16,007	27,999	57.17%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Transfer to HMPG Grant	0	0	0.00%	0	0	0.00%
<b>Total Street &amp; Alley Exp</b>	<b>133,796</b>	<b>408,286</b>	<b>32.77%</b>	<b>146,969</b>	<b>499,634</b>	<b>29.42%</b>
<b>SOLID WASTE</b>						
Personnel	72,093	310,017	23.25%	60,839	279,206	21.79%
Services	285,444	1,008,180	28.31%	271,178	1,112,655	24.37%
Supplies & Materials	17,296	59,250	29.19%	14,883	62,929	23.65%
Other-Special Projects	4,392	12,489	35.17%	14,858	25,680	57.86%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Solid Waste Exp</b>	<b>379,225</b>	<b>1,389,936</b>	<b>27.28%</b>	<b>361,758</b>	<b>1,480,470</b>	<b>24.44%</b>
<b>ENFORCEMENT &amp; INSPEC</b>						
Personnel	36,293	176,043	20.62%	15,875	111,945	14.18%
Services	565	20,260	2.79%	5,968	66,137	9.02%
Supplies & Materials	1,390	5,800	23.97%	1,002	4,088	24.52%
Other	0	495	0.00%	363	425	85.32%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Enforcement/Insp Exp</b>	<b>38,248</b>	<b>202,598</b>	<b>18.88%</b>	<b>23,208</b>	<b>182,595</b>	<b>12.71%</b>
<b>CEMETERY</b>						
Personnel	27,976	113,689	24.61%	26,815	114,833	23.35%
Services	2,261	9,800	23.07%	2,906	18,074	16.08%
Supplies & Materials	2,233	10,400	21.47%	3,819	16,745	22.81%
Other	0	540	0.00%	404	405	99.69%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Cemetery Expense</b>	<b>32,469</b>	<b>134,429</b>	<b>24.15%</b>	<b>33,943</b>	<b>150,057</b>	<b>22.62%</b>
<b>AIRPORT</b>						
Services	16,994	62,690	27.11%	15,459	60,395	25.60%
Supplies & Materials	29,438	231,800	12.70%	74,591	270,794	27.55%
Other	1,021	13,420	7.61%	7,724	13,724	56.28%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Airport Expense</b>	<b>47,453</b>	<b>307,910</b>	<b>15.41%</b>	<b>97,775</b>	<b>344,913</b>	<b>28.35%</b>
<b>GRANTS &amp; ECONOMIC DEVELOPMENT</b>						
Personnel	37,640	162,869	23.11%	33,259	152,033	21.88%
Services	25,691	215,235	11.94%	5,578	29,369	18.99%
Supplies & Materials	0	350	0.00%	0	139	0.00%
Other	6,817	11,500	59.27%	1,344	19,535	6.88%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Grant &amp; Eco Development Exp</b>	<b>70,147</b>	<b>389,954</b>	<b>17.99%</b>	<b>40,181</b>	<b>201,076</b>	<b>19.98%</b>
<b>TOTAL EXPENSES</b>	<b>1,809,940</b>	<b>7,005,349</b>	<b>25.84%</b>	<b>1,708,193</b>	<b>6,872,285</b>	<b>24.86%</b>
<b>TOTAL REVENUES</b>	<b>2,236,328</b>	<b>7,005,349</b>	<b>31.92%</b>	<b>2,151,369</b>	<b>6,912,353</b>	<b>31.12%</b>
<i>Revenues Over/Under Expenses</i>	<b>426,388</b>	<b>0</b>		<b>443,176</b>	<b>40,069</b>	

**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2025-26**

**FOR MONTH OF: December**

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 12/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
<b>Maintenance Fund</b>						
Revenues	34,645	135,601	25.55%	37,891	137,664	27.52%
Personnel Expense	26,487	98,691	26.84%	21,721	94,959	22.87%
Services Expense	1,136	4,325	26.25%	1,022	4,070	25.10%
Supplies Expense	7,671	32,050	23.94%	12,651	38,090	33.21%
Other Expense	0	535	0.00%	541	545	99.26%
Capital Expense	0	0	0.00%	0	0	0.00%
<b>Total Maint Fund Exp</b>	<b>35,294</b>	<b>135,601</b>	<b>26.03%</b>	<b>35,935</b>	<b>137,664</b>	<b>26.10%</b>
<i>Revenues Over/Under Expenses</i>	<i>(649)</i>	<i>0</i>		<i>1,956</i>	<i>0</i>	

**CITY OF SMITHVILLE  
UTILITY FUND RECAP  
2025-2026**

**FOR MONTH OF: December**

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/25 @ 12/31	AMENDED 2024/25 BUDGET	2024/25 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
Electric	1,303,835	5,737,539	22.72%	1,185,509	5,583,846	21.23%
Water	321,454	1,242,000	25.88%	317,246	1,186,823	26.73%
Wastewater	241,238	868,500	27.78%	215,429	901,625	23.89%
Miscellaneous	158,227	639,034	24.76%	115,499	615,244	18.77%
<b>TOTAL REVENUES</b>	<b>2,024,754</b>	<b>8,487,073</b>	<b>23.86%</b>	<b>1,833,683</b>	<b>8,287,538</b>	<b>22.13%</b>
<b>EXPENSES:</b>						
Administration	449,856	2,099,989	21.42%	368,144	1,713,386	21.49%
Electric	929,171	3,788,878	24.52%	843,634	3,795,154	22.23%
Recycle	17,088	62,515	27.33%	14,729	66,931	22.01%
Water	102,979	382,659	26.91%	126,943	406,961	31.19%
Wastewater	469,011	898,087	52.22%	495,790	629,911	78.71%
Transfers	313,736	1,254,945	25.00%	304,459	1,217,837	25.00%
<b>TOTAL EXPENSES</b>	<b>2,281,842</b>	<b>8,487,073</b>	<b>26.89%</b>	<b>2,153,700</b>	<b>7,830,180</b>	<b>27.51%</b>
<b>Revenues Over/(Under)</b>						
Expenses:	(257,088)	0		(320,018)	457,358	

**CITY OF SMITHVILLE  
UTILITY FUND REVENUE RECAP  
2025-2026  
FOR MONTH OF: December**

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 12/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
<b>ELECTRIC</b>						
Residential Electric	779,579	3,505,459	22.24%	684,204	3,612,082	18.94%
Small Commercial Electric	110,250	485,000	22.73%	103,376	464,391	22.26%
Large Commercial Electric	357,828	1,443,000	24.80%	328,312	1,197,135	27.42%
Public Lighting	3,353	13,900	24.12%	3,434	13,633	25.19%
Interdepartmental	37,141	166,520	22.30%	32,883	157,257	20.91%
Electric Opt Out Fees	900	3,660	24.59%	555	3,370	16.47%
Charge for Svcs - Electric	14,785	120,000	12.32%	32,745	135,978	24.08%
<b>Total Electric Revs</b>	<b>1,303,835</b>	<b>5,737,539</b>	<b>22.72%</b>	<b>1,185,509</b>	<b>5,583,846</b>	<b>21.23%</b>
<b>WATER</b>						
Metered Sales	306,927	1,200,000	25.58%	303,493	1,139,734	26.63%
Unmetered Sales	2,527	3,000	84.23%	1,503	7,339	20.47%
Water Taps	12,000	39,000	30.77%	12,250	39,750	30.82%
<b>Total Water Revs</b>	<b>321,454</b>	<b>1,242,000</b>	<b>25.88%</b>	<b>317,246</b>	<b>1,186,823</b>	<b>26.73%</b>
<b>WASTEWATER</b>						
Flat Rate Charge	220,988	810,000	27.28%	194,429	843,575	23.05%
Sewer Taps	20,250	58,500	34.62%	21,000	58,050	36.18%
<b>Total WasteW Revs</b>	<b>241,238</b>	<b>868,500</b>	<b>27.78%</b>	<b>215,429</b>	<b>901,625</b>	<b>23.89%</b>
<b>MISC. SALES &amp; REVS</b>						
Utility Service Transfer Fee	100	900	11.11%	200	850	23.53%
Rents	0	37,034	0.00%	3,300	37,034	8.91%
Grants	0	0	0.00%	0	45,038	0.00%
W/WW Imp Fee - '19 CO's	37,552	149,000	25.20%	37,134	149,296	24.87%
Utility Imp Fee - '25 Tax Note	41,972	164,067	25.58%	0	0	0.00%
Drainage/System Imp Fees	0	0	0.00%	0	(6)	0.00%
Utility Penalties	51,830	140,000	37.02%	42,937	173,269	24.78%
Interest Income	8,092	38,000	21.30%	11,102	38,888	28.55%
Credit Card Usage Fee	2,008	0	0.00%	7,956	30,356	26.21%
Misc Income/Ins Recovery	9,248	15,000	61.66%	4,982	34,759	14.33%
QECB Treasury Subsidy	0	34,533	0.00%	5	40,546	0.01%
Sale of Fixed Assets	2,450	2,000	122.50%	0	0	0.00%
Sale of Recyclables	3,300	20,500	16.10%	4,965	25,104	19.78%
Recycle Membership Fee	1,675	38,000	4.41%	2,920	40,110	7.28%
<b>Total Misc. Revs</b>	<b>158,227</b>	<b>639,034</b>	<b>24.76%</b>	<b>115,499</b>	<b>615,244</b>	<b>18.77%</b>
<b>TOTAL REVENUES</b>	<b>2,024,754</b>	<b>8,487,073</b>	<b>23.86%</b>	<b>1,833,683</b>	<b>8,287,538</b>	<b>22.13%</b>

**CITY OF SMITHVILLE  
UTILITY FUND EXPENSE RECAP  
2025-2026**

**FOR MONTH OF: December**

	2025/2026			AMENDED 2024/2025		
	2025/2026 Y-T-D	2025/2026 BUDGET	% OF BUDGET USED/COLLECTED	2024/2025 @ 12/31	2024/2025 BUDGET	% OF BUDGET USED/COLLECTED
<b>REVENUES</b>	<b>2,024,754</b>	<b>8,487,073</b>	<b>23.86%</b>	<b>1,833,683</b>	<b>8,287,538</b>	<b>22.13%</b>
<b>EXPENSES</b>						
<b>ADMINISTRATION</b>						
Personnel	261,495	1,019,700	25.64%	206,437	983,291	20.99%
Services	137,588	217,915	63.14%	100,347	265,037	37.86%
Supplies & Mats	4,391	19,705	22.29%	3,842	18,222	21.08%
Other	46,382	842,669	5.50%	57,518	446,836	12.87%
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	0	0	0.00%	0	0	0.00%
Transfer to General	313,736	1,254,945	25.00%	304,459	1,217,837	25.00%
<b>Total Admin Exp</b>	<b>763,593</b>	<b>3,354,934</b>	<b>22.76%</b>	<b>672,604</b>	<b>2,931,223</b>	<b>22.95%</b>
<b>ELECTRIC</b>						
Personnel	92,847	370,652	25.05%	69,946	351,480	19.90%
Services	21,728	40,137	54.14%	1,791	87,029	2.06%
Supplies & Mats	811,697	3,363,045	24.14%	748,847	3,343,278	22.40%
Other	2,898	15,044	19.27%	23,050	13,366	172.45%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Electric Exp</b>	<b>929,171</b>	<b>3,788,878</b>	<b>24.52%</b>	<b>843,634</b>	<b>3,795,154</b>	<b>22.23%</b>
<b>RECYCLE</b>						
Personnel	13,964	57,090	24.46%	11,703	54,969	21.29%
Services	433	1,300	33.34%	355	2,967	11.98%
Supplies&Mats&Cap	2,691	3,250	82.80%	1,899	8,222	23.09%
Other	0	875	0.00%	772	772	100.03%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Recycle Exp</b>	<b>17,088</b>	<b>62,515</b>	<b>27.33%</b>	<b>14,729</b>	<b>66,931</b>	<b>22.01%</b>
<b>WATER</b>						
Personnel	45,188	182,329	24.78%	38,461	174,317	22.06%
Services	17,937	48,660	36.86%	12,891	53,687	24.01%
Supplies & Mats	21,939	74,300	29.53%	33,129	104,284	31.77%
Other	17,915	77,370	23.15%	42,463	74,673	56.87%
Capital	0	0	0.00%	0	0	0.00%
Transfer to CDBG	0	0	0.00%	0	0	0.00%
<b>Total Water Exp</b>	<b>102,979</b>	<b>382,659</b>	<b>26.91%</b>	<b>126,943</b>	<b>406,961</b>	<b>31.19%</b>
<b>WASTEWATER</b>						
Personnel	50,772	197,786	25.67%	41,893	192,767	21.73%
Services	58,575	234,860	24.94%	60,268	258,425	23.32%
Supplies & Mats	24,345	92,700	26.26%	41,719	105,479	39.55%
Other	335,319	372,741	89.96%	351,911	73,240	480.49%
Capital	0	0	0.00%	0	0	0.00%
<b>Total W/Water Exp</b>	<b>469,011</b>	<b>898,087</b>	<b>52.22%</b>	<b>495,790</b>	<b>629,911</b>	<b>78.71%</b>
<b>TOTAL EXPENSES</b>	<b>2,281,842</b>	<b>8,487,073</b>	<b>26.89%</b>	<b>2,153,700</b>	<b>7,830,180</b>	<b>27.51%</b>
<b>REVENUES OVER/(UNDER) EXPENSES:</b>	<b>(257,088)</b>	<b>0</b>		<b>(320,018)</b>	<b>457,358</b>	

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	December 2025
Number Of Electric Customers:	2354
Number Of New Customers or Transferring customers	19
Number Of Customers Leaving The City or transferring	24
Number Of Customers Penalized:	489
Number of Customers "Cut-Off" For Non-Payment:	44 (40 Reconnected)

**CITY OF SMITHVILLE  
DEBT SERVICE RECAP  
FOR MONTH OF: December, 2025**

	2025/2026		2025/2026		2025/2026		2024/2025		2024/2025	
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	Y-T-D	BUDGET	Y-T-D	% OF BUDGET USED/COLLECTED
<b>REVENUES:</b>										
Property Taxes *	562,788	906,299	62.10%	551,809	1,032,425	53.45%				
Transfer In/ Miscellaneous	0	0	0.00%	0	0	0.00%				
Interest	7,208	0	0.00%	6,009	28,210	21.30%				
<b>Total Revenues</b>	<b>569,997</b>	<b>906,299</b>	<b>62.89%</b>	<b>557,818</b>	<b>1,060,635</b>	<b>52.59%</b>				
<b>EXPENSES:</b>										
Bond P&I Pymts '19 C of O's	0	57,888	0.00%	0	59,912	0.00%				
Tax Note, Series 2021	0	107,966	0.00%	0	104,125	0.00%				
Tax Note, Series 2022	0	190,563	0.00%	0	191,073	0.00%				
Tax Note, Series 2023	0	521,750	0.00%	0	501,650	0.00%				
Tax Note, Series 2025	0	328,132	0.00%	0	0	0.00%				
<b>Total Expenses</b>	<b>0</b>	<b>1,206,299</b>	<b>0.00%</b>	<b>0</b>	<b>856,760</b>	<b>0.00%</b>				
<b>NET OF REVENUES OVER (UNDER) EXPENSES</b>	<b>569,997</b>	<b>(300,000)</b>		<b>557,818</b>	<b>203,875</b>					

\* 2024-25 values include \$13,942 excess collections from FY 2023

\* 2025-26 values include \$0 excess collections from FY 2024