

Item #4

**PROCLAMATION
AFRICAN AMERICAN HISTORY MONTH**

WHEREAS, the citizens of our community have long been aware of the historic achievements and contributions of individuals; and

WHEREAS, the linkage of these contributions to education is recognized; and

WHEREAS, without a strong, free, great nation, these contributions would not have been possible; and

WHEREAS, we recognize and appreciate the culture, language, lifestyle, diversities, and corresponding aesthetic values of all Americans, including African Americans; and

WHEREAS, all of these contributions have made our city, state, and nation the great society it has become.

NOW, THEREFORE, I, Sharon Foerster, serving as Mayor of the City of Smithville, do hereby proclaim February as

AFRICAN AMERICAN HISTORY MONTH

and urge all citizens and institutions of the City and Community to reaffirm their commitment to promoting awareness of, and appreciation for, the African American Heritage and its place in American Society.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Smithville, Texas to be affixed, this the 9th day of February 2026.

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

Item #5

CITY OF SMITHVILLE
COUNCIL MEETING MINUTES
JANUARY 12, 2026

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

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

Presentation from Chad Nobles with Ameresco on the City's Advanced Metering Infrastructure (AMI). Chad Nobles gave a presentation to the City Council on the status of our AMI system and options moving forward.

Recognition/Awards/Proclamations/Announcements/Presentations:

- a. Proclamation for "Martin Luther King Jr. Day." Read by Councilman Jenkins.
- b. Proclamation for "It's Time Texas." Read by Councilwoman Meek.
- c. Presentation from Smithville Career Tracks on quarterly update. Janice Bruno's team gave a presentation on the Smithville Career Tracks programs.

Citizen Comments: None

Approval of the minutes from the December 8, 2025, Council Meeting and Public Hearing, and December 19, 2025, Special Called Council Meeting. Councilman Jameson made a motion to approve both minutes. Councilman Jenkins seconded, and the motion passed via a unanimous roll-call vote.

Public Comment: No one signed up to speak.

Open Meeting:

Citizen Comments: None

Discussion and Action on a Certificate of Appropriateness for Hannah Teague at 117 Main Street. Historic Preservation and Design Standards Committee (HPDS). The applicant wants to add signage on the building in black and white letters and a wooden sidewalk sign to hang under the awning. The HPDS committee recommended that the council approve the COA. Councilman Jenkins made a motion to approve the COA. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on a Certificate of Appropriateness for Rachael Tolbert at 110 Main Street. (Historic Preservation and Design Standards Committee). The applicant wants to repair broken windows and doorframes, repaint the front of the building, and install new outside lighting. All items were recommended to be approved by the HPDS committee, and the signage will be located

on the available space at the top of the building above the doors (the Playhouse Smithville sign was in that same spot). Councilman Jenkins made a motion to approve the COA. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on the appointment / re-appointment of members to the Historic Preservation and Design Standards Advisory Committee. The committee voted unanimously to recommend Erin Cornett to fill the member-at-large vacancy. Councilman Jenkins made a motion to appoint Erin Cornett to the HPDS Board. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on the appointment / re-appointment of members to the Smithville Airport Advisory Board. The Airport Advisory Board (AAB) serves in an advisory capacity to the City Manager / Airport Manager in all matters pertaining to the administration, operation, development, improvement, and maintenance of the Smithville-Crawford Municipal Airport. AAB members serve two (2) year terms and are recommended by the mayor. Four (4) members will be subject to appointment in even numbered years and three (3) members subject to appointment in odd number years. The individuals listed below would like to be considered for reappointment to the AAB with their terms expiring in December 2027:

Odd-Numbered Years:

Ken Peck – Reappointment

Travis Hill – Reappointment

James Sterling – Reappointment

Even Numbered Years (FYI ONLY):

Sandy Meyerson – Term Expires in December 2026 (Chairman)

Forrest Sanderson – Term Expires in December 2026

Johnny Briggs – Term Expires in December 2026

Ron Spencer – Term Expires in December 2026

Councilman Jenkins made a motion to reappoint Travis Hill, James Sterling, and Ken Peck. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments:

Discussion and Action on the appointment / re-appointment of members to the Smithville Hospital Authority Board. The Smithville Hospital Authority shall be governed by a board of directors consisting of seven (7) members. Three (3) directors (Places 2, 4 and 6) shall be appointed by the City Council and the board of directors shall appoint four (4) members (Places 1, 3, 5 and 7). Each of said directors shall serve for a term of two (2) years. Vacancies shall be filled for the unexpired terms. Places 1, 3, 5 and 7 shall be appointed for terms ending in even numbered years and Places

2, 4, and 6 shall be appointed for terms ending in odd numbered years. All terms shall expire February 3rd. The following appointments are being recommended. If approved, these re-appointments will expire in February 2027:

Ann Fulcher – Re-appointment
Mark Bunte – Re-appointment
Jimmy Trousdale – Re-appointment

This was a duplicated effort due to an oversight that this was discussed at the April 2025 Council meeting and the same appointees were reappointed. The reappointments will serve the same term as the original appointment in April 2025. Their term will expire on February 2027. Councilman Jenkins made a motion to appoint Ann Fulcher, Mark Bunte, and Jimmy Trousdale. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on an Interlocal Cooperation Agreement with Bastrop County for paving, hauling of dirt and sand to various locations, and operational cost sharing of the brush dump. No action was taken on this item. It will be moved to the February 9, 2026 Council meeting.

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. Councilman Jenkins made a motion to approve a License Agreement with Spectrum Gulf Coast, LLC. Councilman Washington seconded and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion on a call for applications for the Bastrop County Health Advisory Board. Councilman Jenkins made an announcement that the Bastrop County Health Advisory Board will be up for appointment/reappointment and if anyone is interested to contact Jennifer Lynch, City Secretary. This will be on the February 9, 2026 agenda for discussion and action.

Citizen Comments: None

Discussion and Action on an Ordinance to create a Parks and Recreation Board. Councilwoman Meek made a motion to approve the revised ordinance for Parks and Rec Board. Councilman Jenkins seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: Chris Wilkey, and Kristin Barrow spoke about wanting to be members of the board.

Discussion and Action on appointment to the Parks and Recreation Board. 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. 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. 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. 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. 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. Councilwoman Meek made a motion to appoint Leslie DeGraffenried to Place 1, Chris Wilkey to Place 2, Kristin Barrow to Place 3, Mark Bunte to Place 4, Doug Leyendecker to Place 5. Councilman Jameson seconded, and the motion passed via a unanimous roll-call vote.

Odd-Numbered Years:

Place 1 - Leslie DeGraffenried term expires October 2027

Place 3 - Kristin Barrow term expires October 2027

Place 6 - Doug Leyendecker term expires October 2027

Even-Numbered Years:

Place 2 - Chris Wilkey term expires October 2026

Place 4 - Mark Bunte term expires October 2026

Citizen Comments: None

Discussion and Action on eliminating Short Street school zone. Chief Repka showed a map of the current school and school zones and how far Short Street was from the school and other School Zones. Chief Repka also mentioned now that there are stop signs posted along Short Street it has slowed traffic speed down. Councilman Jenkins made a motion to approve the ordinance. Councilwoman Meek seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on an Ordinance amending Chapter 1 Article 1.10 of the City of Smithville Code of Ordinances to set hours for the Cemeteries. Councilman Jenkins made a motion to approve the ordinance. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on a presentation from Ashley on the Audio/Visual System at the Recreation Center. Jenkins made a motion to approve the Avinext bid for the Audio-Visual System at the Rec Center minus the projectors and the 3year site warranty for the projectors. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on the Advance Funding Agreement Map amendment for the Safe Routes to School Project. Councilman Dunham made a motion to approve the map amendment as

presented. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on a Resolution Calling for the May 2, 2026, Municipal General Election. Councilman Jenkins made a motion to approve the Resolution. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on Entering into a Joint Elections Contract with the Elections Administrator of Bastrop County to conduct the City of Smithville's May 2, 2026, General Election. Councilman Jenkins made a motion to approve the Election contract. Councilman Washington 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 Jenkins seconded, and the motion passed via a unanimous roll-call vote.

Closed Meeting: Went into Closed Session at 6:53 PM

The City Council will hold an Executive Session pursuant to the Open Meetings Act, Government Code Chapter 551, in accordance with the authority contained in Section 551.074, to discuss personnel (Interim City Manager's Employment Contract and SMART Goals).

Open Meeting: Came back into Open Meeting at 8:11 PM

Discussion and Action as a result of the Executive Meeting.

Adjourn: 8:12 PM

Attest:

Sharon Foerster, Mayor

Jennifer Lynch, City Secretary

CITY OF SMITHVILLE
SPECIAL CALLED COUNCIL MEETING MINUTES

January 27, 2026

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 5:30 PM

Call to Order

Citizen Comments: None

Discussion and Action on authorizing expenditures from Tax Notes per Ordinance 2025-697. No action was taken.

Citizen Comments: None

Discussion and Action on the sewer plant upgrade project with ESG and ReUse. No action was taken.

Public Hearing:

Public Hearing on an easement agreement with LCRA to use 100' x 100' of parkland at Keilberg Park for a self-supporting communications tower for LCRA's LTE communications network. Jenny Busche, Donna Ting spoke in opposition to the tower. Jenny Busche read an email from Debbie Etheredge. Bill Rodrick spoke about the city notices on the website and "Notify Me" that were sent out by the city.

Open Meeting:

Citizen Comments: Jenny Busche spoke in opposition to this item.

Discussion and Action on a Resolution for change in Parkland use for LCRA agreement for a self-supporting communications tower for only 100'x100' area. Councilman Jenkins made a motion to move this to the February 9, 2026 Council meeting. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: Jenny Busche spoke in opposition to this item.

Discussion and Action on a easement agreement with LCRA to use 100' x 100' of parkland at Keilberg Park for a self-supporting communications tower for LCRA's LTE communications network. Councilman Jenkins made a motion to move this to the February 9, 2026 Council meeting. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Closed Meeting: Went into Closes Session at 6:09 PM

The City Council will hold an Executive Session pursuant to the Open Meetings Act, Chapter 551, Govt. Code, in accordance with the authority contained in Section 551.0761 (critical infrastructure), and Section 551.089, Security regarding critical infrastructure regarding the

following: Discussion regarding the wastewater/water sytesm, its current status, possible changes or upgrades, security measures for the system, security audit information, and system impacts.

Open Meeting: Came back into Open Session at 7:29 PM

Citizen Comments:

Discussion and Action as a result of the Executive Session. No action was taken.

Adjourn: 7:30 PM

Sharon Foerster, Mayor

Attest:

Jennifer Lynch, City Secretary

Item #7

CITY OF SMITHVILLE

PLANNING & ZONING APPLICATION

APPLICATION TYPE

Zoning Change Request: Change in Zoning Class
 Change in Ordinance
 Variance
 Special Use Permit
 Minor Plat/Subdivision
 Other _____

Number of Requests: Single
 Multiple

PROPERTY IDENTIFICATION

Street Address 1408 NE 8th St., Smithville, TX 78957

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

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

Subdivision Name: Riverdale

Property Tax Code: 18422 Block Number: 1 Lot Number: 4B

Property Owner (as listed on Deed): Hurta Investments, LLC

Property Owner Mailing Address: [REDACTED]

Owner's Phone No: [REDACTED] Owner's Email: [REDACTED]

Agent's Name (if applicable): _____

Agent's Mailing Address: _____

Agent's Phone No: _____ Agent's Email: _____

DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

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

Describe variance requested:

N/A

Describe special use requested:

N/A

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

With replatting the lot, our goal is to build another residential single family home on the 7th street side of the lot divide.

PETITION

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

Signature: _____

Date: _____

11/26/25

OFFICE USE ONLY:

Fee Amount: \$775

Fee Payment: \$775

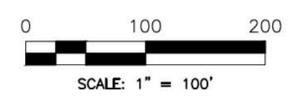
P&Z Date: February 3, 2026

Council Date: February 9, 2026

Accepted By: T. Dzenowski

Date Submitted: 1-5-2026

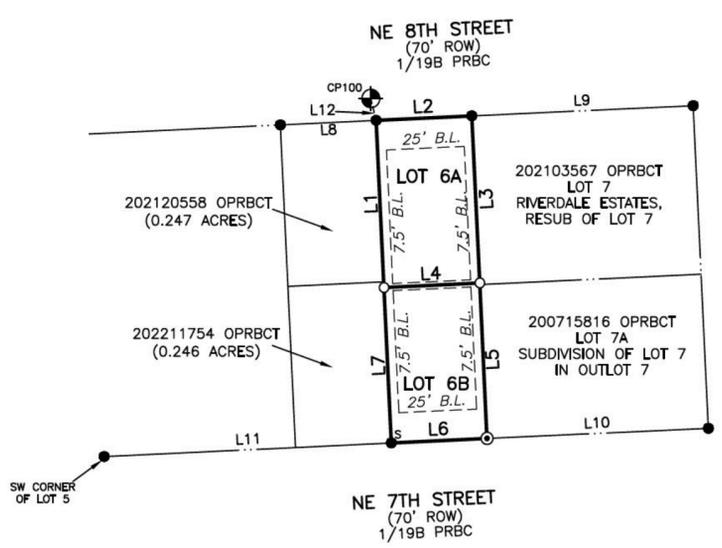
Notice sent to property owners within 200 feet of proposed property



LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "SURE SHOTT BOUNDARY" CAP SET
- ⊙ 2" IRON PIPE FOUND (OR AS NOTED)
- ⊕ CONTROL POINT/BENCHMARK LOCATION
- B.L. BUILDING SETBACK LINE
- () RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	N 02°42'24" W	139.21'
L2	N 87°18'00" E	80.01'
L3	S 02°42'18" E	139.21'
L4	N 87°18'08" E	80.00'
L5	S 02°42'18" E	129.50'
L6	S 87°18'08" W	80.00'
L7	N 02°42'24" W	129.50'
L8	S 87°19'46" W	80.10'
L9	N 87°22'59" E	184.95'
L10	N 87°23'45" E	185.01'
L11	S 87°17'51" W	240.02'
L12	N 13°57'39" W	18.81'



PLAT NOTES

1. THIS SUBDIVISION IS LOCATED IN THE CITY LIMITS OF SMITHVILLE, TEXAS.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48021C0395F DATED MAY 09, 2023, THIS TRACT DOES NOT LIE WITHIN ZONE A OR ZONE AE.
3. BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) (2011) EPOCH 2010, TEXAS CENTRAL ZONE, BASED ON GPS OBSERVATIONS.
4. THE PURPOSE OF THIS PLAT IS TO CREATE LOT 6A AND LOT 6B SHOWN HEREON.
5. PLAT INFORMATION:
TOTAL NUMBER OF LOTS: LOT 6A - 0.256 AC.
LOT 6B - 0.238 AC.
6. REFERENCE CONTROL POINT NO. 100
DESCRIPTION: 1/2" IRON ROD WITH "SURE SHOTT CONTROL" CAP
ELEVATION: 428.48' NAVD88, GEOID 18.
7. SURFACE TO GRID FACTOR OF 0.99997000
8. PRIOR TO ISSUANCE OF BUILDING PERMIT, CITY OF SMITHVILLE APPROVAL OF SITE DEVELOPMENT PLAN IS REQUIRED. SITE DEVELOPMENT PLAN MUST INCLUDE DRAINAGE CONSIDERATION IN COMPLIANCE WITH CODE.
9. BUILDING SETBACK SHALL COMPLY WITH CITY OF SMITHVILLE ORDINANCE.

STATE OF TEXAS §
COUNTY OF BASTROP §

KNOW ALL MEN BY THE PRESENTS:

THAT, HURTA INVESTMENTS LLC, OF THAT CERTAIN 0.494 ACRES OF LAND, BEING THE EAST 1/2 OF LOT 6, RIVERDALE ESTATES, A SUBDIVISION RECORDED IN CABINET 1, PAGE 19-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, CONVEYED TO AFOREMENTIONED HURTA INVESTMENTS BY DEED DATED OCTOBER 6, 2025 AND RECORDED IN DOCUMENT NO. 202516919, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, DO HEREBY CONSENT TO THE PLAT OF SAID 0.494 ACRES AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOW HEREON, AND DO HEREBY CONSENT TO DEDICATE TO THE CITY OF BASTROP, BASTROP COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON DOES SUCH PUBLIC PURPOSES AS THE CITY OF BASTROP MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS: "A RESUBDIVISION OF THE EAST 1/2 OF LOT 6, RIVERDALE ESTATES" WITNESS MY HAND THIS THE ____ DAY OF _____, 20__ A.D.

BY: _____
HURTA INVESTMENTS LLC, OWNER

DATE _____

STATE OF TEXAS §
COUNTY OF BASTROP §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, HURTA INVESTMENTS LLC, OWNER, KNOW TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20__.

NOTARY PUBLIC, STATE OF TEXAS,

NOTARY REGISTRATION NUMBER _____

PRINTED NAME _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION:

I, MARK R. PAULSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE, IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY UNDER MY SUPERVISION ON THE GROUND AND THAT CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

Mark R. Paulson
MARK R. PAULSON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 2099



01-08-2026
DATE

CITY OF SMITHVILLE:

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF A RESUBDIVISION OF THE EAST 1/2 OF LOT 6, RIVERDALE ESTATES TO THE CITY OF SMITHVILLE, TEXAS WAS APPROVED BY THE CITY COUNCIL ON THE ____ DAY OF _____, 20__. THIS APPROVAL SHALL BE INVALID UNLESS THE APPROVED PLAT OF SUCH ADDITION IS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BASTROP, TEXAS, WITHIN THIRTY (30) DAYS FROM SAID DATE OF FINAL APPROVAL. SAID ADDITION SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE PLATTING ORDINANCE OF THE CITY OF SMITHVILLE.

JEREMY FRAZIER
CITY MANAGER

DATE

JENNIFER LYNCH
CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BASTROP §

I, _____, COUNTY CLERK OF BASTROP COUNTY, TEXAS, CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ AT ____ O'CLOCK __M., AND DULY RECORDED ON THE ____ DAY OF _____, 20__ AT ____ O'CLOCK __M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET, PAGE ____.

FILED FOR RECORD ON THE ____ DAY OF _____, ____ A.D.

DEPUTY

COUNTY CLERK, BASTROP COUNTY, TEXAS

ADDRESS: 7TH & 8TH ST
JOB NUMBER: 1275-001
CLIENT: HURTA
DATE: 01/08/2026
FIELD CREW: MULTI
OFFICE: IAS/EM
FB/PG: MULTI

RESUBDIVISION OF THE EAST 1/2 OF LOT 6 RIVERDALE ESTATES (OUTLOT 7), DESCRIBED AND RECORDED IN DOCUMENT NO 1, PAGE 19B PF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS.

BASTROP COUNTY, TEXAS



Item #12



December 3, 2025

City of Smithville
Attn: City Manager Brandon Frazier
317 Main Street
P.O. Box 449
Smithville, TX 78957

RE: Lower Colorado River Authority Keilberg Park Easement Offer

Dear Mr. Frazier,

Thank you for your time yesterday, it was great meeting you. Following up on our conversation, please find this Lower Colorado River Authority Easement Proposal for the City of Smithville Keilberg Park.

As we discussed yesterday, LCRA is interested in leasing a 100'x100' portion of the Keilberg Park property to develop a self-supporting communications tower for their new private LTE communications network. The tower will be located fully within the 100'x100' space; there are no guyed wires associated with this tower.

LCRA is offering \$75,000 in consideration for this 100'x100' space. The easement agreement is limited to 50 years. LCRA will pay all development costs associated with building the tower, there is no out of pocket expense to the City. Additionally, LCRA indemnifies the City from any loss arising from the tower operation and will remove the tower improvements and return the property to its original condition at the end of this easement.

Enclosed with this offer, please find a depiction of two possible tower locations for the City's review. We are proposing these locations to facilitate a discussion of what is the best mutually agreeable site for this facility. Additionally, I'm attaching a draft Easement agreement for your review and comment.

We thank you for the opportunity to present this information to the City Council at your next meeting on Monday, December 8, 2025.

Sincerely,

David Wells

David Wells
Branch Communications, on behalf of LCRA

[Redacted signature block]

RESOLUTION NO. 2026-01-567

A RESOLUTION OF THE CITY OF SMITHVILLE, TEXAS, FORMALLY DESIGNATING A CITY USE OF THE PROPERTY GENERALLY LOCATED AT 500 MAPLE STREET, SMITHVILLE, TX 78957, ALSO KNOWN AS KEILBERG PARK, MAKING LEGISLATIVE FINDINGS, AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Smithville (“the City”) is a Type A general law municipality located in Bastrop County, which has codified its regulations and enforcement; and

WHEREAS, the City Council for the City of Smithville finds that the real property located at 500 Maple Street, Smithville, TX 78957, referred to as Keilberg Park (“Park”), is made up of approximately 10 acres of real property. Such property has previously been dedicated as park and recreational land; and

WHEREAS, the Lower Colorado River Authority (“LCRA”) is in need of land from the City of Smithville to lease a 100’ x 100’ (.23 acres) portion of the Park property to develop a self-supporting communications tower for their LTE communications network pursuant to the Easement Acquisition Agreement (“Agreement”). Such tower is needed for various public safety reasons, environmental management reasons, and to service City citizens; and

WHEREAS, the communications tower will be located fully within the 100’ x 100’ space, with no guyed wires associated with the tower; and

WHEREAS, LCRA is offering a lease amount of \$75,000 in consideration for the 100’ x 100’ space within Keilberg Park, with the agreement limited to a time period of fifty (50) years; and

WHEREAS, LCRA will pay all development costs associated with building the tower and there will be no out-of-pocket expense to the City of Smithville; and

WHEREAS, LCRA will indemnify the City from any loss arising from the tower operation and will remove the tower improvements and return the property to its original condition at the end of the easement period; and

WHEREAS, LCRA proposed two possible locations (“Easement Areas”) for the tower, one being in a 100’ x 100’ space located on the north-west portion of the Park and one being in the south half of the Park in a 100’ x 100’ space; and

WHEREAS, the City of Smithville has evaluated the Easement Areas and determined that the area identified on “Exhibit A” presents the most feasible and prudent option to place the communications tower with as minimal of an impact as possible on the remaining parkland; and

WHEREAS, the City of Smithville has evaluated the Park and the proposed location for the communications tower and determined no feasible or prudent alternatives exist for the

placement of the communications tower; and the project includes all reasonable planning to minimize harm to the park;

WHEREAS, after presentations made at City Council meetings and hearing from City staff, the City staff recommended adoption of the Agreement; and

WHEREAS, the City Council for the City of Smithville finds and designates the Easement Area identified on “Exhibit A” within Keilberg Park shall be changed in use to allow for the needed tower and will be used for any authorized municipal purpose and is to be characterized as serving a necessary public purpose with no limitation, until determined otherwise by the City Council at a future date; and

WHEREAS, the City Council for the City of Smithville finds that since the City acquired title to Keilberg Park, it is the sole entity to manage the property, develop the property, and supervise the property; and

WHEREAS, the City Council for the City of Smithville finds that allowing the use of the park area identified on “Exhibit A” within Keilberg Park for the LCRA self-supporting communications tower is in the best interest of the general public and supports good governance on behalf of the City.

WHEREAS, the City Council for the City of Smithville finds that it posted notice of this topic in the newspaper for consideration of designating a use of the property, and provided all required notices to the public of the City Council’s intent to designate a formal use of the property; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS that the Easement Area identified in “Exhibit A” of Keilberg Park is hereby changed in use from parkland to a use for any authorized municipal purpose, but specifically for LCRA’s self-supporting communications tower and such use is determined to help serve a public purpose. Such location is the only reasonable and viable location for the tower, which is needed in the area. No feasible or prudent alternatives exist for the placement of the communications tower, and the project includes all reasonable planning to minimize harm to the park

DULY PASSED AND APPROVED, on the 27th day of January, 2026, at a regular meeting of the City Council of the City of Smithville, Texas, which was held in compliance with the Open Meetings Act, Gov’t. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF SMITHVILLE, TEXAS

Sharon Foerster, *Mayor*

ATTEST:

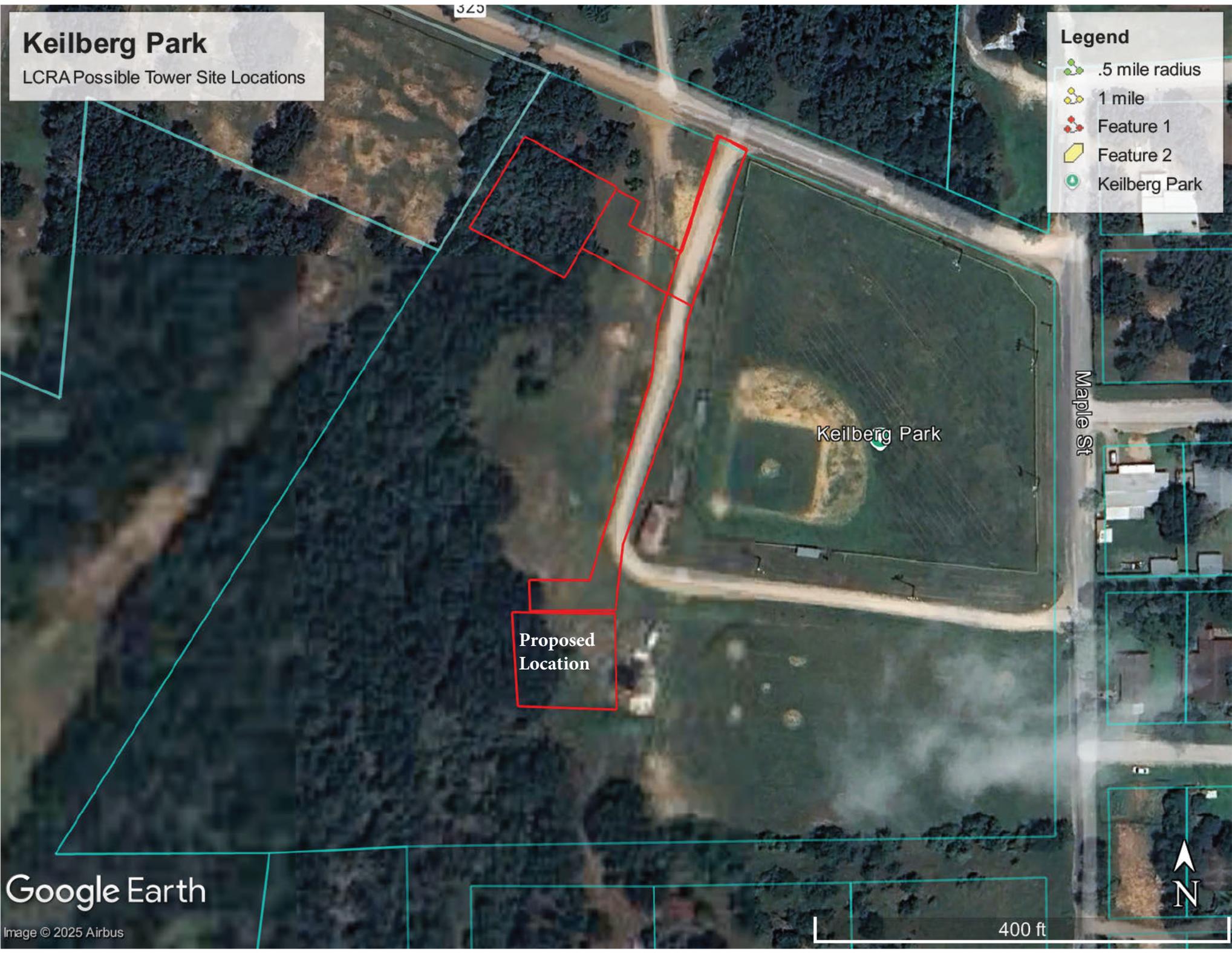
Jennifer Lynch, *City Secretary*

Keilberg Park

LCRA Possible Tower Site Locations

Legend

-  .5 mile radius
-  1 mile
-  Feature 1
-  Feature 2
-  Keilberg Park



Keilberg Park

Maple St

320

Proposed Location

Google Earth

Image © 2025 Airbus



400 ft

Item #13

EASEMENT ACQUISITION AGREEMENT

THIS EASEMENT ACQUISITION AGREEMENT (this "Agreement") is made and entered into effective as of the Effective Date by and between The City of Smithville, a _____ ("Seller") and **LOWER COLORADO RIVER AUTHORITY**, a conservation and reclamation district of the State of Texas ("Purchaser"). Seller and Purchaser are collectively the "Parties" and are each a "Party".

In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **PURCHASE AND SALE**

A. **Purchase and Sale.** Subject to the terms and provisions of this Agreement, Seller agrees to sell and grant to Purchaser, and Purchaser agrees to purchase from Seller:

(i) an exclusive easement and right of way (the "Easement") over, upon, under, and across that certain tract of land consisting of approximately .23 (100' x 100') acres, as more particularly described on Exhibit A hereto (the "Easement Area") for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, and repairing a **communication tower**, related facilities, and all necessary or desirable appurtenances (including equipment enclosures, buildings, power supply and other materials) and making connections therewith (the "Project");

(ii) a temporary construction easement (the "Temporary Construction Easement") in and to that portion of the real property adjacent to the Permanent Easement Area, as more particularly described on Exhibit A hereto (the "Temporary Construction Easement Area"), for a period of 3 months after the Closing Date (as defined herein) for the construction and installation of the Project within the Permanent Easement Area, including access, construction staging, storing materials for the Project and drilling and excavation of the Permanent Easement Area.

(iii) a, non-exclusive easement (the "Access Easement") for ingress and egress over, across and through those portions of real property, as more particularly described on Exhibit A hereto (the "Access Easement Area"), for pedestrian and vehicular access to the Permanent Easement Area, including the right to improve existing roads or construct new roads.

(iv) a, non-exclusive easement (the "Utilities Easement") for utilities, including installing, operating, maintaining, repairing, replacing, accessing and supplying utility services to the Project and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, repairing, replacing, extending, and/or removing one or more overhead and/or underground cables and lines for communication, microwave, fiber, backhaul, and/or electricity and any necessary manholes, handholes, equipment, poles, appurtenances and attachments incidental thereto, within, along, under, above, across and through those portions of the real property, as more particularly described on Exhibit A hereto (the "Utility Easement Area").

The Easement, the Temporary Easement, the Access Easement and the Utilities Easement are collectively, the "Easements", and the Easement Area, the Temporary Easement Area, Access Easement Area and the Utility Easement Area are collectively, the "Easement Areas".

B. **Reserved Minerals.** Purchaser acknowledges and agrees that Seller shall retain all rights, titles and interests of Seller in and to all oil, gas, and other minerals in, on, or under the Easement Areas (the "Reserved Minerals"); provided, that Seller acknowledges and agrees to waive any and all rights to go upon the surface of the Easement Areas to explore for, develop, drill for, produce, extract or store the Reserved Minerals, as more particularly set forth in the Easement Agreement (as defined herein).

2. **INDEPENDENT CONSIDERATION, EARNEST MONEY DEPOSIT**

A. **Independent Consideration.** Upon full execution of this Agreement, Purchaser shall, at its option, pay to Seller or the Title Company for release to Seller, the sum of \$ \$1,000 as independent consideration for the execution hereof, which amount shall be non-refundable to Purchaser and shall in no event be applied against the Purchase Price (as defined herein).

B. **Amount of Earnest Money Deposit and Title Company.** Purchaser shall, within [three] business days after its execution of this Agreement, deposit with _____, located at _____, Attention: _____ (the "Title Company"), the sum of \$ _____ (the "Earnest Money Deposit"). If Purchaser fails to timely deposit the Earnest Money Deposit, this Agreement shall automatically terminate and be of no force or effect.

C. **Application of Earnest Money Deposit.** The Earnest Money Deposit shall be deposited by the Title Company in an interest-bearing account at a federally insured depository institution until Closing (as defined herein). At Closing, the Earnest Money Deposit, plus any interest earned thereon, shall be credited against the Purchase Price, unless returned to Purchaser or paid as liquidated damages to Seller as provided herein.

3. **PURCHASE PRICE**

A. The total purchase price for the Permanent Easement Area (the "Purchase Price") shall be \$ 75,000. The Purchase Price subject to prorations and other credits provided for in this Agreement shall be paid to Seller at Closing in cash, by wire transfer or other method sufficient to provide Seller with "same day" or "good" funds on the date of closing (the "Closing Date").

4. **TITLE AND SURVEY**

A. **Title Commitment.** Purchaser shall have the right to obtain a current standard Texas form commitment for title insurance (the "Commitment"), issued through the Title Company describing the Easement Areas, listing Purchaser as the proposed insured, showing the Purchase Price as the policy amount and including legible copies of all recorded documents evidencing title exceptions. The base rate of the Owner Policy (as defined herein), any fees for amending the area and boundary exception in the Owner Policy and the cost of any endorsements or express insurance for the Owner Policy shall be at Purchaser's sole cost and expense.

B. **Survey.** Purchaser may obtain a current survey plat and description of the Easement Areas, prepared by a licensed Texas land surveyor chosen by Purchaser and in a form acceptable to Seller (the "Survey"). The legal description of the Easement Areas shall be based on the new Survey, and the updated legal descriptions shall be substituted as Exhibit A and Exhibit B to this Agreement, shall be used in calculating the Purchase Price, and shall be used in the Owner Policy and Easement Agreement.

C. **Review of Title and Survey.** Purchaser will have a period beginning on the Effective Date and ending upon the later of: (i) [30] days from receipt by Purchaser of the last of the Survey, the

Commitment and title exception documents or (ii) the expiration of the Inspection Period (the "Title Review Period") in which to review such items and to deliver to Seller in writing such objections as Purchaser may have to anything set forth in the Commitment or on the Survey (the "Purchaser's Title Objections"). Seller agrees to use reasonable efforts to cure Purchaser's Title Objections or to assist Purchaser in curing such items, provided that Seller shall cause all Monetary Liens and Schedule C Items to be released at Closing at Seller's sole cost, even if Purchaser has not objected to the same. If Seller is unable to cure any of Purchaser's objections at least **[ten]** days prior to Closing, Purchaser will have the right to either (i) terminate this Agreement, in which event the Title Company must deliver the Earnest Money Deposit to Purchaser and neither Seller nor Purchaser will have any further obligations hereunder except for Surviving Obligations (as defined herein), or (ii) waive such title matters and proceed to Closing, in which case the waived title matters will be considered permitted exceptions to title (the "Permitted Exceptions"), provided that in no event shall Purchase be deemed to have waived any Schedule C Items or Monetary Liens, nor shall any constitute a Permitted Exception. Purchaser shall have the right, but not the obligation, to satisfy any Monetary Liens at Closing and reduce the Purchase Price by the amount paid to cure such Monetary Liens. If any title matter arises after the expiration of the Title Review Period but prior to the scheduled Closing Date, then Purchaser will have the right to make objections to such items and the process described in this Section 4(C) will be repeated (and, if required, the Closing Date will be extended accordingly). As used in this Agreement, the term "Monetary Liens" shall mean any liens and encumbrances affecting the Easement Areas which secure an obligation to pay money or can be removed by payment of a liquidated sum of money, including any judgment liens, mortgages, mechanics' liens, delinquent taxes or taxes which are otherwise due and payable on or before the Closing, and "Schedule C Items" means all items appearing on Schedule C to the Commitment, which may include Monetary Liens.

5. PROPERTY CONDITION

A. **Inspection of Easement Areas.** Beginning on the Effective Date and ending 365 days from and after the Effective Date (the "Inspection Period") Purchaser and Purchaser's engineers, architects, consultants, employees, agents, designees and representatives ("Purchaser's Agents") shall have access to the Easement Areas for conducting such investigations and studies of any and all aspects of the Easement Areas, including conducting such tests, physical inspections, surveys, soil tests, obtaining topographical information, and conducting environmental assessments, including a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or any other environmental assessments, all as Purchaser deems necessary or appropriate in its sole discretion (collectively, the "Assessments"). Purchaser and Purchaser's Agents may enter the Easement Areas as many times as Purchaser deems necessary or appropriate to conduct the Assessments. All inspections shall be conducted at Purchaser's sole cost and expense.

B. **Inspection Period and Right to Terminate.** If Purchaser determines for any reason or for no reason that any of the Easement Areas are unacceptable to Purchaser in any respect, in Purchaser's sole and absolute discretion, Purchaser may elect to terminate this Agreement by sending Seller written notice thereof in accordance with Section 10(D) hereof, prior to 5:00 p.m., Austin, Texas time, on the last day of the Inspection Period (the "Expiration Date"). Purchaser acknowledges that Seller has no obligation whatsoever to undertake any remedial work or other curative action as a result of Purchaser's inspections. If Purchaser fails to give Seller timely written notice that Purchaser has elected to terminate this Agreement prior to the Expiration Date, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5(B), and the Parties shall proceed toward Closing. If Seller receives timely notice of termination pursuant to Section 5(B), the Parties shall have no further rights or obligations hereunder, other than Surviving Obligations, and the Earnest Money Deposit shall be returned to Purchaser.

C. **Extension of Inspection Period.** Purchaser shall have the right to extend the Inspection Period for an additional 365 days upon 60 days' notice (whether written or oral) to Seller and delivery to Seller of an amount equal to \$,000.00 (the "Extension Deposit") prior to the Expiration Date. The Extension Deposit shall be added to the Earnest Money Deposit and shall thereafter constitute a portion of the Earnest Money Deposit upon deposit with the Title Company.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. **Seller Representations.** Seller makes the following representations, as of the Effective Date and as of the Closing Date:

(i) **Organization and Authority.** Seller is a **[corporation]** duly organized and validly existing under the laws of the State of Texas and is authorized to conduct business in the State of Texas. The execution and delivery of this Agreement by the person executing this Agreement on behalf of Seller and the performance of this Agreement by Seller have been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms. No consent to, and no waiver of any restriction against, any such execution, delivery and performance is required from any director, shareholder, partner, creditor, investor, judicial or governmental authority, or other party other than any such consent or waiver which already has been unconditionally given.

(ii) **Title.** Seller is the sole owner of fee simple title to all of the Easement Areas, subject only to the Permitted Exceptions. Seller has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Easement Areas and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Easement Areas.

(iii) **No Prohibitions.** Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any restriction, court order or agreement to which Seller is subject

(iv) **Bankruptcy.** There are no attachments, executions, assignments for the benefit of creditors or receiverships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or otherwise related to the Easement Areas.

(v) **Parties in Possession.** There are no parties in possession of any portion of Easement Areas under any oral or written lease, license or other occupancy agreement (collectively, the "Leases"). **[, except as otherwise disclosed in writing to Purchaser]**. Seller shall terminate all Leases prior to Closing and will ensure that all tenants or occupants will have vacated the Easement Areas on or before the Closing Date.

(vi) **No Encumbrances.** The Easement Areas are free and clear of all mechanic's liens, liens, mortgages, or encumbrances of any nature except those which are to be satisfied on or before Closing.

(vii) **No Proceedings.** To Seller's knowledge, there is no suit, action, legal, condemnation or other proceeding pending (or, to Seller's best knowledge, threatened) which affects the Easement Areas.

(viii) Taxes. Seller has paid all ad valorem taxes due and payable for the Easement Areas, and on the Closing Date the Easement Areas will be subject to no liens other than the lien for ad valorem taxes for the year in which Closing occurs.

(ix) Hazardous Substances. Seller is not aware of any part of the Easement Areas having been used as a landfill for the storage or disposal of any hazardous or toxic materials, and, to the best of Seller's knowledge, no part of the Easement Areas or the improvements thereon contain any materials, whether brought to the Easement Areas, deposited thereon, used on the Easement Areas, generated on the Easement Areas as a product or by-product of activities on the Easement Areas, or otherwise present (i) that are or contain polychlorinated bi-phenyls (PCB's) or asbestos; (ii) that are wastes or other regulated substances under the Resource Conservation and Recovery Act and/or the regulations promulgated or adopted thereunder; or (iii) that are hazardous substances or other regulated substances as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (or regulations promulgated, adopted or incorporated thereunder). There are no underground storage tanks on the Easement Areas, and, to Seller's knowledge, there never have been any underground storage tanks on the Easement Areas

B. **Purchaser Warranties and Representations**. Purchaser represents, as of the Effective Date and as of the Closing Date, that Purchaser is duly organized and validly existing under the laws of the State of Texas and has all requisite power and authority to enter into and perform this Agreement and the documents contemplated hereby.

C. **Seller's Covenants**. In addition to Seller's other agreements and undertakings hereunder, Seller hereby covenants and agrees with the Purchaser that, from and after the Effective Date:

(i) No Third-Party Interests; No Further Encumbrances. Seller will not grant to or create in any third party, nor permit any third party to acquire any interest in any portion of the Easement Areas, and Seller will not, nor will Seller permit any third party to, further encumber the Easement Areas without the prior written approval of Purchaser.

(ii) Notice of Violation of Applicable Laws. Seller promptly will notify Purchaser in writing of any violation, alleged violation or anticipated violation, of any applicable laws of which it gains knowledge or is notified and will cure any such violation of which it gains knowledge or is notified prior to Closing.

(iii) Alteration of Easement Areas. Seller shall not in any way materially alter the present state of the Easement Areas.

(iv) Cooperation with Purchaser. Seller agrees to cooperate with Purchaser, without expense to Seller, in Purchaser's effort to obtain such approvals and permits from applicable governmental authorities and from utility companies as may reasonably be necessary for Purchaser's proposed use of the Easement Areas, including the grant of an easement if required by a utility company in order to serve the Project. Seller hereby authorizes Purchaser to prepare, execute, submit, file and present on behalf of Seller any building, permitting or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits in connection with the use of the Easement Areas pursuant to this Agreement and the Easement Agreement, provided that none shall be binding on the Easement Areas or Seller prior to the

Closing Date without Seller's prior written consent. Purchaser agrees to provide Seller written notice prior to submitting, filing, or presenting any such application to any agency.

(v) **Updates.** If at any time after the Effective Date any representation made by Seller in Section 6(A) of this Agreement becomes untrue or misleading, then Seller promptly must notify Purchaser of such fact.

D. **Survival.** The representations, warranties, covenants, and agreements set forth in this Section 6 shall survive Closing and shall not be deemed to have merged or been waived by the Easement Agreement or any other documents executed at Closing.

7. **PURCHASER'S CLOSING CONDITIONS.**

A. **Closing Conditions.** Purchaser's obligation to close the transaction contemplated by this Agreement is conditioned upon satisfaction of the following conditions (the "Closing Conditions"):

(i) All of Seller's representations and warranties in this Agreement shall be true and correct as of the Effective Date and at Closing;

(ii) Seller must comply with the covenants made by Seller in this Agreement and have fully performed its obligations hereunder;

(iii) The Title Company must be unconditionally prepared to issue a standard Texas form Owner Policy of Title Insurance, subject to Purchaser's approval and conforming to the requirements of Section 4 above, insuring Purchaser's title in the amount of the Purchase Price and containing no exceptions other than the Permitted Exceptions (the "Owner Policy");

(iv) Purchaser has been able to obtain all permits and approvals from the applicable governmental bodies necessary for Purchaser to use the Easements and Easement Areas for their intended use;

(v) There are no applicable laws, statutes, ordinances, judicial decisions, decrees, rulings or regulations, threatened, adopted or filed, which would prevent the grant of the Easements or the use of the Easements or Easement Areas by Purchaser for its present or future purposes; and

(vi) Purchaser has obtained Board Approval (as defined herein).

B. **Satisfaction of Closing Conditions.** If any of the Closing Conditions have not been satisfied by or on the Closing Date, Purchaser will have the option, exercisable by giving written notice to Seller, to (i) terminate this Agreement, in which event this Agreement will automatically terminate, the Title Company will return the Earnest Money Deposit to Purchaser, and the Parties hereto will have no further obligations hereunder except for Surviving Obligations, (ii) waive such Closing Condition and proceed with Closing, or (iii) extend the Closing Date until such Closing Condition is satisfied, in which event the Closing will take place [____] days after such Closing Condition is satisfied.

C. **Board Approval.** Seller acknowledges and agrees that notwithstanding anything herein to the contrary, the terms and conditions contained in this Agreement are subject to the approval of Purchaser's Board of Directors by proper resolution prior to Closing ("Board Approval"). In the event Purchaser is unable to obtain Board Approval prior to or on the Closing Date, this Agreement shall terminate and shall be null and void for all purposes, the Earnest Money Deposit shall be returned to

Purchaser in full, and the Parties shall have no further rights or obligations hereunder, other than the Surviving Obligations.

8. **CLOSING**

A. **Time and Place of Closing.** Provided that all of the conditions of this Agreement, including the Closing Conditions, shall have been satisfied on or prior to the Closing Date (herein so called), Closing (herein so called) of the transaction contemplated by the Agreement shall take place at the Title Company [on the ____th day following the expiration of the Inspection Period, as may be extended pursuant to **Section 5(C)** hereof] [on _____, 20__] at 10:00 a.m. Austin, Texas time, or such earlier date as may be specified by Purchaser by not less than [three] days advance notice to Seller.

Notwithstanding, Purchaser shall have the right to extend the Closing Date for 2 periods of up to 45 days each upon prior written notice to Seller and payment to Seller of an amount equal to \$ 1,000.00 for each additional period (an Extension Fee). The Extension Fee shall be non-refundable to Purchaser but shall be applied against the Purchase Price if Closing occurs.

B. **Seller's Expenses.** Seller shall pay its own attorney's fees, if any.

C. **Purchaser's Expenses.** Purchaser shall pay any escrow fees charged by the Title Company, the recording fees for Easement Agreement, the cost of the Survey, the premium for the Owner Policy (including the fee for amending the area and boundary exception and any fees for endorsements or express insurance to the Owner Policy) and its own attorney's fees. Except as otherwise provided in this Agreement, all other expenses hereunder shall be paid by the Party incurring such expenses. There shall be no proration of ad valorem or other taxes, in being agreed that such costs are and shall remain payable by Seller.

D. **Seller's Deliveries at Closing.** At Closing, Seller shall deliver to Purchaser the following:

(i) An Easement and Right of Way Agreement in form and substance as on Exhibit B hereto (the "Easement Agreement"), duly executed and acknowledged by Seller, granting Purchaser the Easements over the Easement Areas free and clear of any lien, encumbrance or exception other than the Permitted Exceptions;

(ii) Possession of the Easement Areas;

(iii) **Insert if there are Leases on the Easement Areas** [Evidence that all Leases have been terminated;]

(iv) Such evidence of the authority and capacity of Seller and its representatives as Purchaser or the Title Company may reasonably require; and

(v) Any signed releases, affidavits, and other necessary documents reasonably required by Purchaser to close this transaction or by the Title Company to issue the Owner Policy.

E. **Purchaser's Deliveries at Closing.** Purchaser shall deliver to Seller the following:

(i) The Purchase Price in cash, by wire transfer or other method sufficient to provide Seller with "same day" or "good" funds;

- (ii) A fully executed counterpart of the Easement Agreement; and
- (iii) Such evidence of the authority and capacity of Purchaser and its representatives as Seller or the Title Company may reasonably require.

9. TERMINATION, DEFAULT AND REMEDIES

A. **Permitted Termination.** If this Agreement is terminated by either Seller or Purchaser pursuant to a right expressly given it to do so hereunder (herein referred to as a "Permitted Termination"), the Earnest Money Deposit shall immediately be returned to the Party exercising the Permitted Termination upon written notice to the Title Company and the other Party, and this Agreement shall thereafter be null and void and thereafter neither Party shall have any further rights or obligations under this Agreement except for those liabilities and obligations which, by their express terms, survive the Closing or the termination of this Agreement (the "Surviving Obligations").

B. **Seller Default; Purchaser Remedy.** Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

(i) Any of Seller's warranties or representations set forth herein are untrue in any material respect when made; or

(ii) Seller shall fail to materially meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination by Seller.

In the event of a default by Seller hereunder, Purchaser shall notify Seller in writing of the nature of, and occurrence of the event of default and Seller shall have [10] days after receipt of such notice to cure such event of default. If Seller fails or refuses to timely cure such event of default Purchaser shall have the right to terminate this Agreement as a Permitted Termination by written notice delivered to Seller and the Title Company at or prior to Closing or enforce specific performance of this Agreement against Seller.

C. **Purchaser Default; Seller Remedy.** Purchaser shall be in default hereunder if Purchaser shall fail to materially meet, comply with or perform any covenant, agreement, or obligation within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination by Purchaser.

In the event of a default by Purchaser hereunder, Seller shall notify Purchaser in writing of the nature of, and occurrence of the event of default and Purchaser shall have [10] days to cure such event of default. If Purchaser fails or refuses to cure such event of default Seller may, at Seller's sole option, terminate this Agreement by written notice delivered to Purchaser at or prior to Closing and Seller shall be entitled to retain the Earnest Money Deposit, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for a default by Purchaser hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

D. **Attorney's Fees.** If it shall be necessary for either Purchaser or Seller to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other Party, the defaulting Party shall reimburse the non-defaulting Party for reasonable attorney's fees.

10. MISCELLANEOUS

A. **Condemnation.** If before Closing, condemnation proceedings are commenced against any part of the Easement Areas, Purchaser may: (i) terminate this Agreement by providing written notice to Seller and the Earnest Money Deposit will be refunded to Purchaser; or (ii) continue with Closing without a reduction in the Purchase Price and receive an assignment of all condemnation proceeds applicable to the affected Easement Areas.

B. **Casualty Loss.** If any part of the Easement Areas are damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller is unable to do so, Purchaser may terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser.

C. **No Brokers.** Neither Seller nor Purchaser has authorized any broker or finder to act on their behalf in connection with the sale and purchase hereunder and neither Seller nor Purchaser has dealt with any broker or finder purporting to act on behalf of any other party. The provisions of this Section 10(C) shall survive Closing.

D. **Notices.** All notices and demands which either Party is required or desires to give to the other shall be given in writing by certified mail with appropriate postage paid, by personal delivery, by facsimile, email or by private overnight courier service to the address, facsimile number or email address set forth below for the respective Party, provided that if any Party gives notice of a change of name or address or number, notices to that Party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective (i) upon receipt by the Party to whom notice or demand is being given, except that any notice given by certified mail shall be deemed delivered upon deposit in the United States mail, (ii) any notice given by personal delivery shall be deemed delivered upon receipt, (iii) any notice given by facsimile or email shall be deemed delivered upon the date of a printed machine confirmation that a complete transmission has been made, and (iv) any notice given by overnight courier shall be deemed delivered one business day after deposit with a reputable courier company:

If to Seller:
City of Smithville
317 Main Street
P.O. Box 449
Smithville, TX
78957
Attention: City Manager's Office
Fax: _____
Email: CityManager@ci.smithville.tx.us

With a copy to:

Attention: _____
Fax: _____
Email: _____

If to Purchaser:
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767
Attention: _____
Fax: _____
Email: _____

With a copy to:

Attention: _____
Fax: _____
Email: _____

E. **Governing Law; Venue.** The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the Parties are performable and venue for any legal action arising out of this Agreement shall lie in [Travis County, Texas] [the county where any of the Easement Areas are located].

F. **Integration; Modification; Waiver.** This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the Easement Areas, and supersedes all previous contracts, agreements, and understandings of the Parties, either oral or written, relating to the Easement Areas. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

G. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

H. **Headings; Construction.** The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Use of the term "including" shall mean "including but not limited to". Seller and Purchaser acknowledge that each Party and its counsel have taken the opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

I. **Time is of the Essence.** With respect to all provisions of this Agreement, time is of the essence. Unless otherwise indicated, all references to "days" in this Agreement shall mean calendar days. Notwithstanding, if the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

J. **Invalid Provisions.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

K. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and assigns. Purchaser may assign its rights hereunder to any affiliate or entity related to Purchaser, and upon acceptance of any such assignment by the assignee and the assumption of Purchaser's obligations hereunder, Purchaser shall be relieved of its duties and obligations hereunder. After Closing, Purchaser shall have the right to permit the use and occupancy of the Easement Areas by third parties for access to and use of the Project, including the right to grant or assign an easement or easement interest to a utility company serving the Project Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the Parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

L. **Further Acts.** In addition to the acts recited in this Agreement to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at Closing or after Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby. The provisions of this Section 10(L) shall survive Closing.

M. **Exhibits.** All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

N. **Firm Offer.** To the extent that this Agreement is ever construed as an option agreement, Seller and Purchaser hereby acknowledge that independent consideration for such option in the sum of \$100.00 has been paid to Seller by Purchaser, and based on such consideration and the mutual covenants of Seller and Purchaser contained herein, Seller hereby agrees that any such option granted Purchaser is irrevocable and Seller shall not terminate said option without the prior written consent of Purchaser except as may be expressly provided for herein.

O. **Effective Date.** The date of formation of this Agreement (herein called the "Effective Date") shall for all purposes be the date that the Title Company acknowledges receipt of this Agreement, fully executed by Seller and Purchaser and the Earnest Money Deposit.

[The Remainder of this Page is Intentionally Left Blank]

SELLER: The City of Smithville, TX

By: _____

Executed by Seller on

_____, 20__

PURCHASER:

LOWER COLORADO RIVER AUTHORITY,
a conservation and reclamation district of the State of
Texas

Mark Sumrall, Vice President, Real Estate Services

Executed by Purchaser on

_____, 20__

RECEIPT OF AGREEMENT BY TITLE COMPANY

_____, hereby acknowledges the receipt of one fully signed and executed copy of this Agreement.

Upon its receipt of the Earnest Money Deposit, the Title Company hereby agrees to hold the Earnest Money Deposit and all other deposits made under the terms of the Agreement as contemplated by this Agreement and to dispose of it in strict accordance with the terms and provisions of this Agreement.

By: _____
Title: _____

_____, 20__ (the "Effective Date")

EXHIBIT A

LEGAL DESCRIPTION OF PERMENANT EASEMENT AREA,
EXHIBIT TO BE REPLACED BY SURVEY OF MUTUALLY AGREED UPON TOWER
LOCATION

LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

LEGAL DESCRIPTION OF UTILITY EASEMENT AREA EASEMENT AREA

EXHIBIT B

EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

EASEMENT AND RIGHT OF WAY AGREEMENT

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (the "Agreement") is made as of _____, 20__ (the "Effective Date") between The City of Smithville ("Grantor"), whose mailing address is PO Box 449, 317 Main Street, Smithville, TX 78957 and **LOWER COLORADO RIVER AUTHORITY**, a conservation and reclamation district of the State of Texas ("Grantee"), whose mailing address is _____. Grantor and Grantee are collectively the "Parties" and are each a "Party".

For and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant of Easements.** Grantor hereby grants, sells, and conveys to Grantee, together with all and singular the rights and appurtenances in any wise belonging thereto:

A. an, exclusive easement and right of way (the "Easement") over, upon, under, and across that certain tract of land consisting of approximately .23 (100'x100') acres, as more particularly described on Exhibit A hereto (the "Easement Area") for constructing, placing, installing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, and repairing a communication tower, related facilities, and all necessary or desirable appurtenances (including equipment enclosures, buildings, power supply and other materials) and making connections therewith (collectively, the "Project");

B. a temporary construction easement (the "Temporary Construction Easement") in and to that portion of the real property adjacent to the Permanent Easement Area, as more particularly described on Exhibit A hereto (the "Temporary Construction Easement Area") for the installation of the Project within the Permanent Easement Area, including access, construction staging, storing materials for the Project and drilling and excavation of the Permanent Easement Area;

C. a perpetual, non-exclusive easement (the "Access Easement") for ingress and egress over, across and through those portions of real property, as more particularly described on Exhibit A hereto (the "Access Easement Area") for pedestrian and vehicular access to the Permanent Easement Area, including the right to improve existing roads or construct new roads; and

D. a perpetual, non-exclusive easement (the "Utilities Easement") for utilities, including installing, operating, maintaining, repairing, replacing, accessing and supplying utility services to the Project and locating, relocating, erecting, constructing, reconstructing, installing, operating, maintaining, repairing, replacing, extending, and/or removing one or more overhead and/or underground cables and lines for communication, microwave, fiber, backhaul, and/or electricity and any necessary manholes,

handholes, equipment, poles, appurtenances and attachments incidental thereto, within, along, under, above, across and through those portions of the real property, as more particularly described on Exhibit A hereto (the “Utility Easement Area”).

The Permanent Easement, the Temporary Construction Easement, the Access Easement and the Utilities Easement are collectively, the “Easements”, and the Permanent Easement Area, the Temporary Construction Easement Area, Access Easement Area and the Utility Easement Area are collectively, the “Easement Areas”.

TO HAVE AND TO HOLD the Easements unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Easements unto Grantee and Grantee's successors and assigns, by through and under Grantor but not otherwise, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to the Permitted Exceptions set forth in Exhibit B hereto.

2. **Exclusive Use; Easement Rights.** The Permanent Easement and the Temporary Construction Easement are exclusive to Grantee. Grantor may not convey to any third party any rights and/or easements to use the Permanent Easement or the Temporary Construction Easement, and Grantee shall have the right to prevent entry onto the Permanent Easement or the Temporary Construction Easement by anyone. In addition to the rights set forth herein, Grantee shall have the right to: (i) place any number of poles, towers, guys, or other ground-based support structures permanently on the Permanent Easement Area; (ii) resurface the Easement Areas with impervious or semi-pervious cover; (iii) remove any structure, building, or obstruction within the Easement Areas; (iv) locate, relocate, or reconstruct any improvements it has constructed within the Easement Areas, (v) trim, chemically treat, and/or remove from the Easement Areas all trees, shrubs, and parts thereof, (vi) fence and enclose the Permanent Easement Area and the Temporary Construction Easement Area and (vii) assign, license, permit, or otherwise agree to the joint use of the easements or occupancy of the Easement Areas by any other person or legal entity for the purposes set out herein.

3. **Term.** The term of this Agreement and the Easements granted herein (the “Term”) shall commence upon the Effective Date and unless earlier terminated by Grantee, (i) the Permanent Easement, Access Easement and Utilities Easement shall continue in perpetuity, and (ii) the Temporary Construction Easement shall continue for a period of **[600 _____ months]** after the Effective Date. Grantee may terminate this Agreement and the Easements at any time without penalty or further liability upon prior written notice to Grantor.

4. **Consideration.** Grantor and Grantee agree that full consideration for the grant of the Easements was paid by Grantee to Grantor pursuant to that certain Easement Acquisition Agreement, executed by the Parties as of _____, 20__, and that no additional monetary consideration is due in connection with the granting of the Easements pursuant to this Agreement.

5. **Project Ownership.** The Project shall, at all times during the Term, remain the exclusive property of Grantee and may be removed by the Grantee at any time. If Grantee elects to terminate this Agreement or any of the Easements, Grantee will remove all aboveground components of the Project and other improvements which Grantee owns or has placed on the Easement Areas.

6. **Restoration.** Grantee agrees that upon completion of construction of the Project, Grantee shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the Easement Areas; (ii) modifications within the Easement Areas for pipeline, watercourse, or other crossings and (iii) modifications made to the surface

of the Easement Areas by Grantee pursuant to the exercise of the rights granted in this Agreement. Grantor understands and agrees that vegetation cleared from the Easement Areas will not be replaced. Grantee shall not be liable for damages caused by keeping the Easement Areas clear of trees, undergrowth, brush, structures, and obstructions.

7. **Notices.** All notices and demands which either Party is required or desires to give to the other shall be given in writing by certified mail with appropriate postage paid, by personal delivery, by facsimile, email or by private overnight courier service to the address, facsimile number or email address set forth below for the respective Party, provided that if any Party gives notice of a change of name or address or number, notices to that Party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective (i) upon receipt by the Party to whom notice or demand is being given, except that any notice given by certified mail shall be deemed delivered upon deposit in the United States mail, (ii) any notice given by personal delivery shall be deemed delivered upon receipt, (iii) any notice given by facsimile or email shall be deemed delivered upon the date of a printed machine confirmation that a complete transmission has been made, and (iv) any notice given by overnight courier shall be deemed delivered one business day after deposit with a reputable courier company

If to Grantor:
City of Smithville
P.O. Box 449
Smithville, TX
78957

Attention: City Manager

Fax: _____
Email:
citymanager@ci.smithville.tx.us

With a copy to:

Attention: _____
Fax: _____
Email: _____

If to Grantee:
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767
Attention: _____
Fax: _____
Email: _____

With a copy to:

Attention: _____
Fax: _____
Email: _____

8. **Governing Law; Venue.** The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the Parties are performable and venue for any legal action arising out of this Agreement shall lie in **Travis County, Texas.**

9. **Amendments.** This Agreement cannot be modified, amended or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by both Parties.

10. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

11. **Headings; Construction.** The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Use of the term "including" shall mean "including but not limited to". Grantor and Grantee acknowledge that each Party and its counsel have taken the opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

12. **Invalid Provisions.** If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

13. **Assignment; Binding.** The rights granted to Grantee in this Agreement are assignable in whole or in part. Grantee shall have the right to permit the use and occupancy of the Easement Areas by third parties for access to and use of the Project, including the right to grant or assign an easement or easement interest to one or more utility companies serving the Project. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective heirs, personal representatives, successors, and assigns.

14. **Exhibits.** All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

15. **Waiver of Surface Rights.** Grantor shall retain title to all rights, titles and interests of Grantor in and to all oil, gas, and other minerals in, on, or under the Easement Areas (the "Reserved Minerals"); provided, that Grantor hereby waives any and all rights to go upon the surface of the Easement Areas to explore for, develop, drill for, produce, extract or store the Reserved Minerals.

[The Remainder of this Page is Intentionally Left Blank]

Whereas the Parties have executed this Agreement as of the Effective Date.

GRANTOR: City of Smithville, TX

By: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by
_____, a _____.

(S E A L)

Notary Public in and for the State of Texas

My Commission Expires: _____

GRANTEE:

LOWER COLORADO RIVER AUTHORITY,
a conservation and reclamation district of the State of
Texas

Mark Sumrall, Vice President, Real Estate Services

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20___, by Mark Sumrall, the Vice President, Real Estate Services of Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, on behalf of said conservation and reclamation district.

(S E A L)

Notary Public in and for the State of Texas

My Commission Expires: _____

EXHIBIT A

DESCRIPTION AND DEPICTION OF PERMENANT EASEMENT AREA,

**EXHIBIT TO BE REPLACED BY SURVEY OF MUTUALLY AGREED UPON TOWER
LOCATION**

DESCRIPTION AND DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT AREA

DESCRIPTION AND DEPICTION OF ACCESS EASEMENT AREA

DESCRIPTION AND DEPICTION OF UTILITY EASEMENT AREA EASEMENT AREA

EXHIBIT B

PERMITTED EXCEPTIONS

Item #14

MEMORANDUM OF UNDERSTANDING

between

The City of Smithville

and

Smithville Independent School District

This Memorandum of Understanding (“MoU”) is made and executed by and between:

The City of Smithville, located at 317 Main Street Smithville, TX 78957, represented by its City Manager, Jeremy Fraizer, duly authorized, hereinafter referred to as “**the City**,”

and

Smithville Independent School District, with its main office located at 901 NE 6th St. Smithville, TX 78957, represented by its Superintendent, Molley Ealy, duly authorized, hereinafter referred to as “**SISD**,”

Hereinafter individually referred to as a “**Party**” and collectively referred to as “**the Parties**.”

RECITALS

The City desires to enter into an MoU with SISD for complementary facility usage.

This MoU serves as a written understanding of agreed upon location usage between the City and SISD.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary facility usage that might be undertaken for the benefit of the two Parties. Each Party will be responsible for managing its own costs should the use of facilities occur pursuant to the terms of this MoU.

NOW, THEREFORE, the City and SISD, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS

I. Organization

This MoU is made and entered into by and between the City and SISD collectively referred to as “the Parties.”

The City of Smithville Recreation Center is a city-owned multi-purpose facility located within the City of Smithville.

SISD is an independent school district located within the City of Smithville.

II. Recognition

1. Both Parties agree to allow, at no charge to either Party, the mutual usage of facilities for non-profit or governmental purposes. Such mutual use is contingent upon each facility having the capacity, schedule, and available resources to allow the use by the non-facility owning entity. Such use may also not interfere with any scheduled uses or events of the facility or unreasonably interfere with the facility’s uses by the public. Before a Party may use the other’s facility, the Party seeking usage must advise the facility of the

desire to use the facility or have a mutually agreed upon schedule for use. The use by each Party must be consistent with the facility's intended and normal uses as well as each facility's adopted policies and procedures. Each Party agrees to abide by the other Party's policies and procedures for use of the facilities.

2. The Parties agree that the facilities available for use include: SISD basketball gyms, the City's Recreation Center, and the City's park spaces.

III. Effective Date, Duration and Option to Amend, Extend or Terminate

This MoU will become effective when signed by both Parties. This MoU shall enter into force on the latest date of signing by qualified representatives of both Parties. The MoU will remain in effect for five (5) years from the latest date the MoU was signed as indicated below, and may be renewed or amended by mutual agreement of the Parties. The Parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MoU. Either Party may terminate this MoU by providing written notice of such termination to the other Party at least six (6) months prior to the date of termination.

IV. Points of Contact

Each party will designate a primary point of contact:

The City of Smithville:

106 Royston St. Smithville, TX 78957, Director - Ashley Garrison, 512-237-3282 Ext 2323

Smithville Independent School District:

901 NE 6th St. Smithville, TX 78957, Superintendent - Molley Ealy, 512-237-2487

V. Miscellaneous

1. This MoU is not intended to create, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees or agents.
2. Nothing in this MoU obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two Parties.
3. This MoU does not create a partnership or a joint venture, and neither Party has the authority to bind the other.
4. Enforcement - As an MoU, this document is not enforceable through breach of contract or other causes of action and both parties sole remedy for any violation of this MoU is to terminate this MoU as outlined herein.

VI. Signatures

IN WITNESS WHEREOF, this instrument has been executed on behalf of the City of Smithville by a duly authorized representative of Same, and on behalf of the Smithville Independent School District by an authorized representative of Same.

The City of Smithville

Smithville Independent School District

Jeremy Fraizer

City Manager

Date: _____

Molley Ealy

SISD Superintendent

Date: _____

Item #16

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

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:	

2817404703

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
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

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

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

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

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.	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.](#)

Item #17

INTERLOCAL COOPERATION AGREEMENT

STATE OF TEXAS	§	COUNTY OF BASTROP AND
	§	CITY OF SMITHVILLE
COUNTY OF BASTROP	§	

I. PARTIES

THE COUNTY OF BASTROP (“Bastrop County”), a local political subdivision of the State of Texas, and the City of Smithville (“Smithville”), a political subdivision of the State of Texas hereby enters the following Interlocal Agreement. The “County” or “Bastrop County” for the purposes of this agreement is specifically the Bastrop County Precinct 2 Road & Bridge Department.

II. PURPOSE

Bastrop County and the City of Smithville are referred to jointly herein as the “Parties”, and individually as a “Party”. The Parties hereby enter into this Interlocal Agreement (“Agreement”) for the purpose of annual routine paving of Smithville Streets, providing and hauling of dirt for the Smithville Rodeo Arena, baseball dirt for Smithville Little League fields and sand for the annual Smithville Livestock Show and pro rata cost sharing of all operational cost associated with the management of the City of Smithville Brush Facility located at the end of Mt. Pleasant Ave. It is mutually agreed and understood that the activities enumerated herein are for the purpose of promoting and supporting the youth and non-profits associated with the authorized activities as well as an overall benefit to the community by providing services that save tax payer dollars thru efficient use of equipment, manpower and combined efforts of the City and County.

III. RECITALS

1. WHEREAS, Pursuant to Chapter 791 of the Texas Government Code, the Parties are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually which will create improvements for roads in Bastrop County and provide for the public health and welfare.

- B. PRIOR AGREEMENTS SUPERCEDED** This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein and supersedes any prior understandings or written or oral agreements between the Parties.
- C. AMENDMENT** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated after the date of this Agreement, and duly executed by the Parties to this Agreement.
- D. GENERAL WAIVER BY PARTIES** The Parties hereby waive and release each other from all claims for loss or damage caused by any act or omission by the other, their respective employees, or agents, in the performance of this Agreement, except for gross negligence and/or willful misconduct, and except as otherwise provided by the Texas Uniform Commercial Code.
- E. LEGAL COMPLIANCE** The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- F. GOVERNING LAW AND PLACE FOR PERFORMANCE** This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Bastrop and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- G. SIGNATURE WARRANTY CLAUSE** The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of the City of Smithville and Bastrop County, respectively.
- H. NO WAIVER OF IMMUNITIES** Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by the City of Smithville, the County, their past or present officers, employees, or agents.
- I. APPROVAL BY GOVERNMENTAL BODIES** This Agreement has been approved by the governing bodies of the County and the City of

Smithville. Pursuant to section 791.011(c) (3), the parties shall use current revenues for any payments under this agreement.

J. **ASSIGNMENT** Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

K. **TERMINATION** This agreement shall be for ONE YEAR from the effective date hereof and will automatically renew on **October 1 each year thereafter** until modified or terminated by the parties. Ninety (90) days prior to the anniversary date of this Agreement, the Parties will determine if the Agreement will be continued, modified or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing either Party with written notice of its desire and intent to terminate this Agreement to the persons listed in IV. (A) above.

L.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2026

City of Smithville

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

COUNTY OF BASTROP

By: _____

Printed Name: _____

Title: _____

Item #18

Resolution No:2026-02-56X

Resolution Approving the City of Smithville’s submission of the CAPCOG Juvenile Justice and Delinquency Prevention Grant and Designating the City Manager as the Authorized City Official.

WHEREAS, The City of Smithville finds it in the best interest of the citizens of Smithville, TX, that the “Mentorship at the Gardens” be operated for the 2025-2026 Fiscal Year; and

WHEREAS, The City of Smithville finds it will be advantageous to partner with the Smithville Independent School District, the Smithville Community Gardens, and the Smithville Community Clinic to provide this opportunity for mentorship, designed to help Junior High students get back on track after they begin to reach a level of truancy and other behaviors that may derail their futures; and

WHEREAS, The Office of the Governor requires no match for the Juvenile Justice & Truancy Prevention grant application; and

WHEREAS, The City of Smithville agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Smithville assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Smithville designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Smithville approves submission of the grant application for the “Mentorship at the Gardens” to the Office of the Governor, Criminal Justice Division, Juvenile Justice and Delinquency Prevention Grant application.

Passed and approved this 9th day of February, 2026

Sharon Foerster, Mayor

Attest:

Jennifer D. Lynch, City Secretary

Item #19

Resolution NO: 2026-02-56X

Resolution Approving the City of Smithville’s submission of the CAPCOG Juvenile Justice and Delinquency Prevention Grant and Designating the City Manager as the Authorized City Official.

WHEREAS, The City of Smithville finds it in the best interest of the citizens of Smithville, TX, that the “Mentorship at the Gardens” be operated for the **2026-2027 Fiscal Year**; and

WHEREAS, The City of Smithville finds it will be advantageous to partner with the Smithville Independent School District, the Smithville Community Gardens, and the Smithville Community Clinic to provide this opportunity for mentorship, designed to help Junior High students get back on track after they begin to reach a level of truancy and other behaviors that may derail their futures; and

WHEREAS, The Office of the Governor requires no match for the Juvenile Justice & Truancy Prevention grant application; and

WHEREAS, The City of Smithville agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Smithville assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Smithville designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Smithville approves submission of the grant application for the “Mentorship at the Gardens” to the Office of the Governor, Criminal Justice Division, Juvenile Justice and Delinquency Prevention Grant application.

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Sharon Foerster, Mayor

Attest:

Jennifer D. Lynch, City Secretary

Item #20

January 5, 2026

Mr. Jeremy Frazier
City Manager
City of Smithville
317 Main Street
Smithville, TX 78957

via email only
citymanager@ci.smithville.tx.us

**RE: Proposal for Professional Engineering Services
Safe Routes to School Sidewalk Project
KSA, a Pape-Dawson Company, Project No. SMV.010**

Dear Mr. Frazier,

KSA, a Pape-Dawson Company (KSA), is pleased to present this letter to serve as our proposal to provide additional professional engineering services associated with the Safe Routes to School Sidewalk Project. The original SRTS project contract was executed on March 23, 2021. The following is a general description of the additional project scope of work to be performed under this proposal. This project is further described in the enclosed Advanced Funding Agreement (AFA) executed on **Date XX, 2026**, by the City of Smithville and TxDOT.

Based on the AFA, the proposed sidewalk project limits are along Miller St. from SE 2nd St to MLK Dr., MLK Dr. from Gazley St. (Hwy 95) to Hardeman St., and Eagleston St. from MLK Dr. to SE 4th St. This sidewalk is anticipated to be at least 5 feet wide on one side of the street within the project limits. This sidewalk infrastructure will serve as a primary pedestrian route for citizens of Smithville to the Martin Luther King Community Park, the Smithville Little League-Dennis Walker Little League Complex, and nearby neighborhoods. These improvements will also provide a vital pedestrian connection to the north and south side of the City, including Smithville Elementary School. The proposed sidewalk project will be funded via the Safe Route to School (SRTS) program and administered by TxDOT.

Based on the scoping discussions between the City and KSA, the City requests that KSA provide comprehensive professional services scope including survey, design of the scoped improvements, construction phase management, and construction materials testing. The project is funded primarily with federal grants, and project oversight will be provided by TxDOT. It is anticipated that TxDOT will review and grant environmental clearance under a Categorical Exclusion, review and approve the design documents, and require strict compliance with TxDOT's Local Government Project Procedures (LGPP) for federally funded, locally administered projects.

Scope of Services

KSA proposes providing the following services for the improvements described previously.

Schematic Design Phase (30%):

- Project management and coordination
- Project kick-off meeting with the City of Smithville and TxDOT. During the meeting, the Team will review the project scope, TASA requirements, project phasing and schedule determination, preliminary environmental assessment compliance, review of TxDOT DCC and DDRT (30%) requirements, and other key deliverables. Meetings will be held virtually via Microsoft Teams when appropriate and KSA will conduct a site visit in conjunction with in-person meetings.
- Prepare Schematic Design to include schematic layouts, sketches, demolition plan, overall layout, typical sections, erosion control plans, documentation of known utilities, DDRT review meeting forms, and conceptual

design criteria with exhibits to indicate the agreed-to requirements, considerations involved, and design recommendations to the City. The Schematic Design will be reviewed at a TxDOT Design Concept Conference (DCC) and TxDOT (30%) District Design Review Team (DDRT) Meeting.

- KSA shall prepare all work in accordance with the latest version of applicable TxDOT-adopted procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously-approved special provisions and special specifications, which may include:
 - o *Roadway Design Manual*, published by TxDOT;
 - o *PS&E Preparation Manual*, published by TxDOT;
 - o *Hydraulic Design Manual*, published by TxDOT;
 - o *Texas Manual on Uniform Traffic Control Devices (TMUTCD)*, published by TxDOT;
 - o *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (latest edition)*, published by TxDOT;
 - o *American with Disabilities Act Accessibility Guidelines (ADAAG)*, published by United States Access Board;
 - o *Texas Accessibility Standards (TAS)*, published by Texas Department of Licensing and Regulation; and other State-approved manuals and guides.

- Preparation of a Categorical Exclusion (CE) in accordance with TxDOT and FHWA regulations and guidance for TxDOT review and approval. CE tasks include agency coordination and environmental due diligence in accordance with the TxDOT Environmental Affairs Division Standards of Uniformity for FHWA CE's. Portions of the project may be within historical districts. Impacts to the 100-year floodplain, wetlands, endangered species, and historical properties are not anticipated.

- Topographic survey of the project area in State Plane coordinate system, NAD83 – Central Zone, to include cross sections at 50 feet intervals spanning from the road centerline to the apparent right-of-way on one side of the street. Existing right-of-way lines will be depicted using monumentation found in the field harmonized with existing public records. The Digital Terrain Model will show 1-foot contours, all improvements within the project limits, and hardwood trees 8 inches in diameter or larger. Only above-ground utilities or underground utilities marked by others via One-Call will be depicted in the survey (survey to be performed by Landesign Services, Inc.).

Preliminary Design Phase (60%):

- Preliminary Design Phase meeting with the City of Smithville and TxDOT. Meeting agenda items to include a progress report, project phasing and schedule, stakeholder coordination review, environmental criteria determination, review of TxDOT DDRT (60%) requirements, and other key project deliverables. Meetings to be held virtually via Microsoft Teams when appropriate and KSA to conduct a site visit in conjunction with in-person meetings.

- Coordination with TxDOT and updating the Utility Conflict Matrix identifying existing utilities within the project area.

- Preparation of Preliminary Design documentation, which will include sidewalk plan and profile sheets, sidewalk cross-sections, technical specifications, opinion of probable project costs (OPPC), and DDRT review meeting forms to indicate the agreed-to requirements, considerations involved, and design recommendations to the City and TxDOT. The Preliminary Design will be reviewed at a TxDOT (60%) District Design Review Team (DDRT) Meeting.

- Coordination with TxDOT District and Area office reviewers, respond to review comments to be incorporated into the Final Design Phase (90% and 100% bid documents), and prepare the TxDOT LG Contract Components Checklist to secure the Federal Project Authorization and Agreement for construction. Attendance and document preparation for one (1) TxDOT 60% District Design Review Team (DDRT) meeting.

Final Design Phase (90% and 100% Bid Documents):

- Final Design Phase meeting with the City of Smithville and TxDOT. Meeting agenda items to include a progress report, project phasing and schedule, TxDOT's determination of environmental impacts, and other key project deliverables. Meetings to be held virtually via Microsoft Teams when appropriate and KSA to conduct a site visit in conjunction with in-person meetings.
- Preparation of a Stormwater Pollution Prevention Plan in accordance with the TCEQ General Permit TXR150000 requirements for construction sites under 5 acres.
- Updating and finalizing TxDOT Utility Conflict Matrix with the final design project information and any updated information from utility owners.
- Preparation of Final Design documentation, which will include a 100% plan set that contains an overall layout, sidewalk plan and profile, cross-sections, standard TxDOT detail sheets, technical specifications, and opinion of probable project costs (OPPC) to indicate the agreed-to requirements, considerations involved, and design recommendations to the City and TxDOT.
- Front-end construction contract documents may be prepared with the Final Design deliverables utilizing the most recent KSA and City of Smithville documents as amended, for the City's use in soliciting bids and contracting construction. Additional TxDOT-specific forms including FHWA 1273 will be included per TxDOT's LGPP manual.
- Coordination with TxDOT District and Area office reviewers, respond to any review comments, and prepare the TxDOT LG Contract Components Checklist to secure the Federal Project Authorization and Agreement for construction.

Construction/Close-Out Phase:

- Conduct pre-construction conference with City, Contractor, and other stakeholders.
- Conduct bi-weekly project progress meetings with the City, Contractor, Subcontractors, and stakeholders to include set agenda covering safety and traffic control, status of schedule, two-week work look-ahead, change orders, pay application status, and other relevant items.
- Review and track Contractor progress applications with a recommendation to the City for payment.
- Response to Contractor Requests for Information (RFI) utilizing standardized form, numerical tracking, and submission through project management software.
- Review of Contractor submittals for conformance with the construction plans and technical specifications utilizing standardized form, numerical tracking, and submission through project management software.
- Review and negotiate Contractor change order requests as required and provide recommendations for approval to the City.
- Class A Concrete Testing for approximately 1,000 CY of concrete (4 tests with 4 cylinders – two tested at 7-days and two tested at 28-days).
- Conduct a Final Inspection and prepare a punch list for final acceptance and provide on-site confirmation of punch list completion prior to recommendation for final payment and release of retainage.

The following services are excluded from this proposal:

- Environmental documentation beyond a Categorical Exclusion. In the unlikely event that TxDOT determines the project requires a comprehensive Environmental Assessment, this additional effort can be negotiated for inclusion via contract amendment.
- Bid phase services. Bid phase services included in the original SRTS project will also include sidewalk improvements constructed within the scope of work presented in this proposal.

- Right-of-Way Locating and Acquisition services. It is assumed that the project improvements will be located within the existing right-of-way and that no additional property or easements will be required. The apparent right-of-way will be depicted in the survey by Landesign Services, Inc.
- Register the project with TDLR. TDLR registration included in the original SRTS project will also include sidewalk improvements constructed within the scope of work presented in this proposal.
- Subsurface utility engineering. Existing utilities will be approximated based on available documentation including the topographic survey performed by Landesign Services, Inc. The design of utility relocations is excluded since it is assumed that utilities will be either avoided in the recommended sidewalk alignment or, when a conflict is unavoidable, utility relocation will be accomplished by the utility owner.
- Geotechnical investigation and recommendation services. The proposed sidewalk will match TxDOT and City of Smithville general standards.
- Hydraulic & Hydrology analysis for detention and water quality. It is anticipated that no detention or water quality facilities will be required by the City or TxDOT.
- Landscape architecture services.
- Electrical Engineering services. No electrical components, such as street lighting or traffic signals, are included in the scope.
- Any Resident Project Representative Services. The Engineer is expecting to hold bi-weekly progress meetings and up to eight (8) site visits during construction. If full-time or part-time inspection is requested by the City, this service can be added via contract amendment at an hourly rate.
- As-Built or verification surveying of constructed improvements.

Compensation

We propose to perform the services described for the above outlined scope for the following fees:

Topographic Design Survey (Lump Sum):	\$ 50,870
Categorical Exclusion Documentation (Lump Sum):	\$ 11,140
Total for Pre-Design Phase Services:	\$ 62,010
Schematic Design – 30% (Lump Sum):	\$ 66,770
Preliminary Design – 60% (Lump Sum):	\$ 55,535
Final Design – 90% and 100% (Lump Sum):	\$ 60,235
Total for Design Phase Services:	\$ 182,540
Construction Administration and Closeout (Lump Sum):	\$ 41,190
Construction Material Acceptance Testing (Estimated*):	\$ 10,860
Total for Construction and Closeout Phase Services:	\$ 52,050
Total for Engineering Services:	\$ 296,600

* Construction Materials Acceptance Testing fee is estimated since final testing schedule and associated fee will be based on project material quantities as determined during the design phase. The estimated fee included above assumes construction material types and quantities based on recent similar projects in the Central Texas area.

Schedule

We propose to perform the Schematic Design Phase, Preliminary Engineering Phase, Final Design Phase, Bid Phase, and Construction and Closeout in accordance with the following schedule.

- Topographic Design Survey..... 8 weeks from NTP
 - Environmental Services
 - ↳ Categorical Exclusion..... Concurrent with Schematic Design
 - Schematic Design Phase (30%)
 - ↳ 30% Schematic Design and Document Preparation..... 8 weeks
 - Preliminary Design Phase (60%)
 - ↳ 60% Design and Document Preparation 6 weeks
 - Final Design Phase (90% and 100% Bid Documents)
 - ↳ 90% Design and Document Preparation 4 weeks
 - ↳ Address Comments and Provide 100% Bid Documents 2 weeks
 - Bid Phase Services (Estimated)..... 5 weeks
 - ↳ City Award of Construction Contract 3 weeks
 - Construction and Closeout Phase Services..... 20 weeks
 - ↳ Prepare Closeout Documents 4 weeks
- Total from NTP to Council Award..... 60 weeks

Please note that TxDOT and City review times above are estimated and longer review times will extend the overall project schedule and may require additional budget.

Proposal Acceptance

If this scope of services and proposed fees are acceptable, KSA will prepare a Work Authorization for review and execution. KSA appreciates the opportunity to provide professional services for the City of Smithville on this important project. If you have any questions, please do not hesitate to call me at 512.342.6868.

Sincerely,

KSA



Ryan Thomas, P.E., VMA
Vice President

Enclosed: Smithville Pedestrian Improvements Advanced Funding Agreement Amendment

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
A SAFE ROUTES TO SCHOOL PROJECT
Both On-System and Off-System**

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the "State", and the **City of Smithville**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **September 9, 2020** to effectuate their agreement to **provide pedestrian improvements**; and,

WHEREAS, it has become necessary to amend that contract in order to **add a supplemental resolution and to revise the budget, scope, and map, to include additional project limits**. The project limits added by this amendment were previously included in the original concept but removed prior to the funding award due to limited availability of Safe Routes to School (SRTS) funds; the timing of the Transportation Alternatives (TA) 2025 call for projects, along with the availability of TA funds, has provided an opportunity for the project sponsor to secure additional funding to re-establish the original scope;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. **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 8th 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 4th 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.

2. Attachment A, Resolution, Ordinance, or Commissioners Court Order is supplemented by adding Attachment A-1, Resolution, Ordinance, or Commissioners Court Order. **The supplemental resolution supports the additional scope of work and the inclusion of additional Transportation Alternatives (TA) funding for the project. It further acknowledges that the Local**

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

Government will be responsible for providing the required 20% local match for the additional TA funding. The supplemental resolution is to incorporate the additional TA funding and revised project limits, to clarify that the Local Government is responsible for all non-reimbursable costs and to formally establish the Local Government’s obligation to provide the local match, which was not a part of the original agreement.

3. Attachment B, Project Location Map, is deleted in its entirety and replaced with Attachment B-1, Project Location Map, which is attached to and made part of this Amendment. **The location map has been revised to include project limits that are being added as part of this amendment. The changes are necessary because the original map does not include the added project limits.**
4. Attachment C, **Project Estimate and Source of Funds**, is deleted in its entirety and replaced with Attachment C-1, **Project Estimate and Source of Funds**, which is attached to and made a part of this Amendment. The total estimated cost of the Project **increased** by \$ **1,884,538**, from \$ **907,118** to \$ **2,791,656**, due to **the expanded project limits**.

All other provisions of the original contract are unchanged and remain in full force and effect.

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE STATE OF TEXAS

DocuSigned by:

Kenneth Stewart

F1CDA80FDB8C4B6...

Signature

Kenneth Stewart

Typed or Printed Name

Director, Contract Services

Typed or Printed Title

12/18/2025

Date

THE LOCAL GOVERNMENT

Signed by:

Jeremy Frazier

8FFA750223B490...

Signature

Jeremy Frazier

Typed or Printed Name

City Manager

Typed or Printed Title

12/18/2025

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14-AUS	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A-1

RESOLUTION, ORDINANCE OR COMMISSIONERS COURT ORDER

RESOLUTION No 2025-12-565

A RESOLUTION SUPPORTING THE CITY OF SMITHVILLE’S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION’S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Smithville would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the City Council entrusts the City Manager to execute all contracts related to this project per TxDOT specifications; and

WHEREAS, the City Council and City Manager understand that payment for any expenditure above the contracted amount on the Advance Funding Agreement will be the responsibility of the City of Smithville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE THAT: The City of Smithville supports funding this project as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department’s direct state cost for oversight, and the required local match, if any) and is willing to commit to the project’s development, implementation, construction, maintenance, management, and financing. The City of Smithville is willing and able to enter into an agreement with the department by resolution or ordinance.

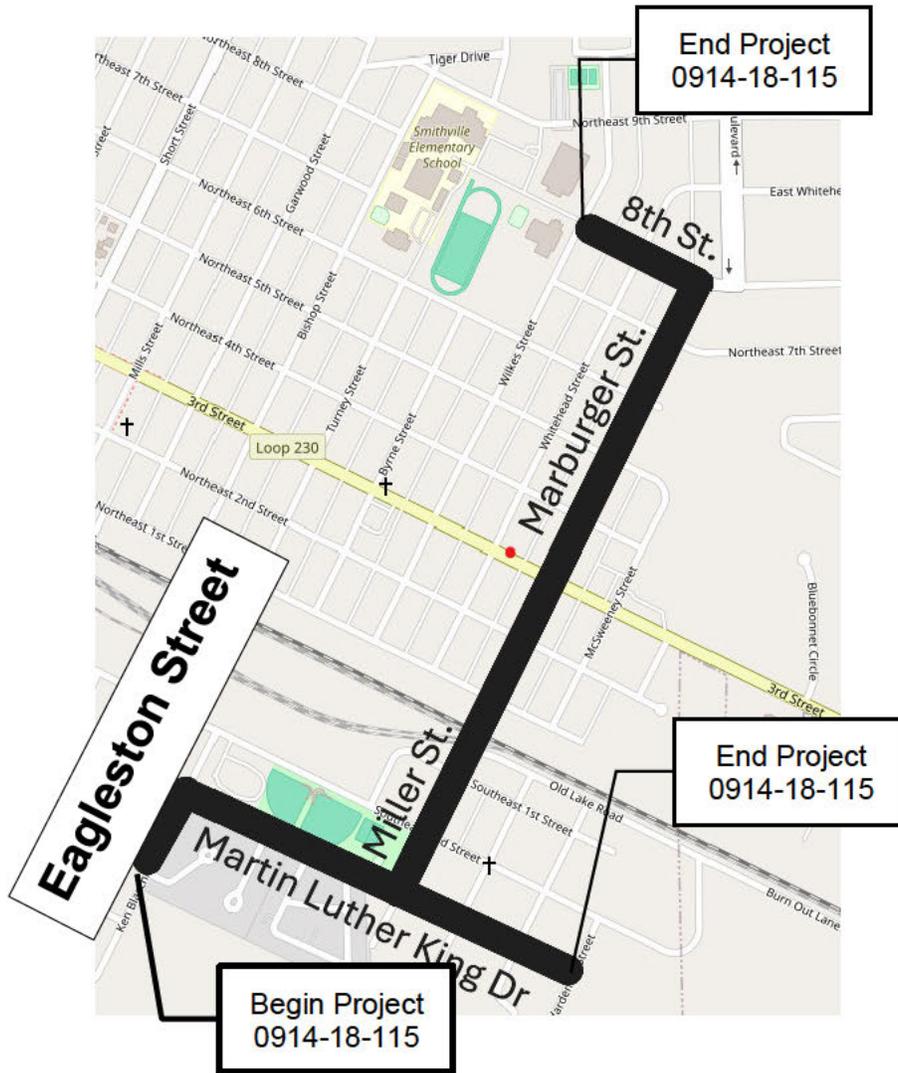
DULY PASSED by majority vote of all members of the City Council of the City of Smithville on the 8th day of December 2025.

Sharon Foerster
Sharon Foerster, Mayor

Attest:
Jennifer Lynch
Jennifer Lynch, City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14-AUS	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT B-1
PROJECT LOCATION MAP**



TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14-AUS	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C-1
PROJECT ESTIMATE AND SOURCE OF FUNDS**

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred <u>CNSTF-LGPR</u>	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation		Local Government Participation	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$148,750	100%	\$148,750	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$634,511						
Construction Engineering Cost	\$						
Eligible In-Kind Contribution Value	\$						
Total Construction Value <small>(sum of construction cost and in-kind value)</small>	\$634,511	100%	\$634,511	0%	\$0	0%	\$0
Work by LG Subtotal	\$783,261		\$783,261		\$0		\$0
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$	0%	\$0	0%	\$0	0%	\$0

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14-AUS	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

Eligible In-Kind Contribution Value	\$						
Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	\$0						

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation		Local Government (LG) Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$14,276	100%	\$14,276	0%	\$0	0%	\$0
Environmental Cost ¹	\$9,518	100%	\$9,518	0%	\$0	0%	\$0
Right of Way ¹	\$2,855	100%	\$2,855	0%	\$0	0%	\$0
Utilities ¹	\$1,904	100%	\$1,904	0%	\$0	0%	\$0
Construction ²	\$66,624	100%	\$66,624	0%	\$0	0%	\$0
Direct State Costs Subtotal	\$95,177	100%	\$95,177	0%	\$0	0%	\$0
Indirect State Cost	\$28,680		\$0	100%	\$28,680		\$0
TOTAL PARTICIPATION-CNSTF-LGPR	\$907,118		\$878,438		\$28,680		\$0
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$0

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14-AUS	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

LG Performs PE Work or Hires Consultant / LG Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred <u>CNSTF-LGPR1</u>	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation		Local Government Participation	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$245,000	80%	\$196,000	0%	\$0	20%	\$49,000
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$1,380,000						
Construction Engineering Cost	\$						
Eligible In-Kind Contribution Value	\$						
Total Construction Value <small>(sum of construction cost and in-kind value)</small>	\$1,380,000	80%	\$1,104,000	0%	\$0	20%	\$276,000
Work by LG Subtotal	\$1,625,000		\$1,300,000		\$0		\$325,000
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$						
Eligible In-Kind Contribution Value	\$	0%	\$0	0%	\$0	0%	\$0

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14-AUS	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

Total Construction Value (sum of construction cost and in-kind value)					
Work by State Subtotal	\$0	\$0	\$0	\$0	\$0

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred <u>CNSTF-LGPR1</u>	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation		Local Government (LG) Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$20,000	80%	\$16,000	0%	\$0	20%	\$4,000
Environmental Cost ¹	\$10,000	80%	\$8,000	0%	\$0	20%	\$2,000
Right of Way ¹	\$10,000	80%	\$8,000	0%	\$0	20%	\$2,000
Utilities ¹	\$10,000	80%	\$8,000	0%	\$0	20%	\$2,000
Construction ²	\$120,000	80%	\$96,000	0%	\$0	20%	\$24,000
Direct State Costs Subtotal	\$170,000	80%	\$136,000	0%	\$0	20%	\$34,000
Indirect State Cost	\$89,538		\$0	100%	\$89,538		\$0
TOTAL PARTICIPATION CNSTF-LGPR1	\$1,884,538		\$1,436,000		\$89,538		\$359,000
In-kind Contribution Credit Applied						0%	\$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							\$359,000

- The estimated total participation by Local Government is \$359,000.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is \$34,000.
- ¹Local Government's first payment of \$10,000 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$24,000 is due to State within 60 days prior to the Construction contract being advertised for bids.

TxDOT:				Federal Highway Administration:	
CCSJ #	0914-18-115	AFA ID	Z00001124	CFDA No.	20.205
AFA CSJs	0914-18-115			CFDA Title	Highway Planning and Construction
District #	14-AUS	Code Chart 64#	39650-City of Smithville		
Project Name	Smithville SRTS Sidewalks			<i>AFA Not Used For Research & Development</i>	

- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 0.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$2,314,438.

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 8th 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 4th 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 8th 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 4th 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.



Item #21



2025 Request for Proposal (RFP) Tabulation for Solid Waste and Recycling Services

Solid Waste Provider	Address	Phone	Cost Max Points = 30	Experience & Qualifications Max Points = 20	Quality of Service Plan Max Points = 20	Customer Service Max Points = 15	Environmental & Recycling Max Points = 10	Innovative Approaches & Added Value Max Points = 5	Total Score 100 Points
Texas Disposal Systems	P.O. Box 17126 Austin, TX 78760	512-421-1300	28	20	20	15	10	5	98
Waste Connections	9904 FM 812 Austin, TX 78719	786-503-2714	28	20	19	15	8	5	95
Waste Management	9708 Giles Road Austin, TX 78754	512-647-9853	25	20	17	13	10	3	87

The City of Smithville is seeking a qualified Solid Waste Collection, Disposal and Recycling Service Provider. Bid requests were published in the Bastrop Advertiser on December 31, 2025 and January 7, 2026. Proposals for services were reviewed by City staff on January 28, 2026. Cost, Experience and Qualifications, Quality of Service Plan, Customer Service, Environmental & Recycling, Innovative Approach's & Added Value were the criteria used by the City staff to evaluate / differentiate each Solid Waste providers qualifications. Three service providers submitted a Request For Proposal (RFP). All submitted bid only offered once a week pickup for solid waste. Texas Disposal Systems received the highest score with 98 points. As such, it is the decision of the evaluation team to recommend Texas Disposal Systems to the City Council on Monday, February 9, 2026 for consideration / selection as the Solid Waste service provide.

Item #22

Library Board: (green – Re-appointment; red – New appointment)

FEB 26

Place 1	TBD	expires 2029	1st term
Place 2	David Edwards	expires 2029	1st term*
Place 3	TBD	expires 2029	1st term
Place 4	Elena Schroeder	expires 2027	2 nd term (previously served 2010-2017)
Place 5	Diana Villalobos	expires 2027	2 nd term
Place 6	Will Holcomb	expires 2027	2 nd term
Place 7	Lacey Schwanke	expires 2028	1 st term
Place 8	Brianna Lewis	expires 2028	1 st term
Place 9	Gene Lopez	expires 2028	1 st term

MAR 25

Place 1	Krystal Gutierrez	expires 2026	2 nd term
Place 2	David Edwards	expires 2026	1st term*
Place 3	Denis McGinness	expires 2026	2 nd term
Place 4	Elena Schroeder	expires 2027	2 nd term (previously served 2010-2017)
Place 5	Diana Villalobos	expires 2027	2 nd term
Place 6	Will Holcomb	expires 2027	2 nd term
Place 7	Lacey Schwanke	expires 2028	1 st term
Place 8	Brianna Lewis	expires 2028	1 st term
Place 9	Gene Lopez	expires 2028	1 st term

FEB 24

Place 1	Krystal Gutierrez	expires 2026	2 nd term
Place 2	David Edwards	expires 2026	1st term*
Place 3	Denis McGinness	expires 2026	2 nd term
Place 4	Elena Schroeder	expires 2027	2 nd term (previously served 2010-2017)
Place 5	Diana Villalobos	expires 2027	2 nd term
Place 6	Will Holcomb	expires 2027	2 nd term
Place 7	Nicholas Braddock	expires 2025	1 st term
Place 8	Vacant (Teen)	expires 2025	1 st term
Place 9	Mike Morgan	expires 2025	1 st term

FEB 23

Place 1	Krystal Gutierrez	expires 2026	2 nd term
Place 2	Danne Absher	expires 2026	1st term*
Place 3	Denis McGinness	expires 2026	2 nd term
Place 4	Elena Schroeder	expires 2024	1 st term* (previously served 2010-2017)
Place 5	Diana Villalobos	expires 2024	1 st term*
Place 6	Will Holcomb	expires 2024	1 st term*
Place 7	Nicholas Braddock	expires 2025	1 st term
Place 8	Vacant (Teen)	expires 2025	1 st term
Place 9	Mike Morgan	expires 2025	1 st term

* Unexpired term replacement

From: 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, February 3, 2026 2:58:05 PM

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

Page One

Name	David
Middle	B
Last Name	Edwards
Street Address:	[REDACTED]
City	Bastrop
State:	Texas
Zip Code:	78602
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	Library Advisory Board
If "Other" please state your interest	<i>Field not completed.</i>
STATUS	Current Board Member
If you are a current Board member, type years in service:	2
Page Two	
Demographics	
Education	Graduate School
Age Range:	35-59
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.	Library Advisory Board - filling a vacancy for the past 2 years
2. How did you hear about this Board and/or vacancy?	Judy Bergeron
3. Please list experience and background relevant to the Board for which	30 year public school educator with 20 years of service in Smithville ISD. As campus principal on 3 of the 4 campuses in Smithville ISD I oversaw library operations for a total of 10 years.

you are applying:

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: David B Edwards

Date 2/3/2026

In compliance with the American Disabilities Act, the City of Smithville will provide reasonable accommodations for persons attending public meetings. All City of Smithville Council, Board, and Committee meetings and workshops are available to all persons regardless of disability. If you require special assistance, please [contact the City](#) at least 48 hours in advance of the meeting at (512) 237-3282. You may also write to 317 Main St Smithville, TX, 78957 or call through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989

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

From: 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: Thursday, February 5, 2026 8:39:16 AM

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

Page One

Name	Lance
Middle	<i>Field not completed.</i>
Last Name	Schriner
Street Address:	██████████
City	Smithville
State:	TX
Zip Code:	78957
Home email	██████████
Work Email:	n/a
Home Phone:	n/a
Work Phone:	n/a
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

Library Advisory Board

If "Other" please state your interest

Field not completed.

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

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?

Judy Bergeron

3. Please list experience and background relevant to the Board for which

I do not have any experience being on a Board.

you are applying:

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: Lance Schriener

Date 2/5/2026

In compliance with the American Disabilities Act, the City of Smithville will provide reasonable accommodations for persons attending public meetings. All City of Smithville Council, Board, and Committee meetings and workshops are available to all persons regardless of disability. If you require special assistance, please [contact the City](#) at least 48 hours in advance of the meeting at (512) 237-3282. You may also write to 317 Main St Smithville, TX, 78957 or call through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989

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

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 #23

**City of Smithville's
BASTROP COUNTY
Advisory Board of Health
Member Application**

The Advisory Board of Health for Bastrop County will serve in an advisory capacity, which includes but is not limited to, providing oversight of the Public Health Department, assuring outreach to underserved and marginalized communities, and informing county commissioners and municipalities of emerging and high-profile public health issues. The Board will report to the Bastrop County Judge and Commissioners, and City Councils of Bastrop, Elgin, and Smithville.

Authorization to establish an Advisory Board of Health is found in the TEXAS HEALTH AND SAFETY CODE, TITLE 2. HEALTH, SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH, CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT, SUBCHAPTER A. under GENERAL PROVISIONS which includes:

Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.

(b) The commissioners' court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.

(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Thank you for your interest in serving on the Bastrop County Advisory Board of Health as a City of Smithville applicant. If you are a City of Smithville applicant, please complete this application and email it along with your resume to Jennifer Lynch in the City of Smithville at jdlynch@ci.smithville.tx.us. All applications will be reviewed and scored by the City Council.

NAME and TITLE: Cassidy Penn

HOME ADDRESS: [REDACTED] Smithville, TX 78957

(Number)

CITY: ZIP CODE:

BEST PHONE NUMBER (Cell/Home/Business): [REDACTED]

E-MAIL: [REDACTED]

CURRENTLY EMPLOYED: YES NO RETIRED: YES NO

1-MOST RECENT EMPLOYER: Texas Children's Hospital (Health Plan)
FROM 4/2017 TO current

Mental Health ~~CFR~~ First Aid
LEAN Belt White & Yellow
Advanced Quality Improvement

2-CREDENTIALS (DEGREES, LICENSES AND CERTIFICATIONS):

3-BASTROP COUNTY RESIDENT:

YES

NO

If yes, number of years:

3 years

4-Are you available to attend monthly, in-person meetings?

YES

NO

5-What is your area of expertise as a public health professional, healthcare representative including medical or allied health providers, health policy representative, legal, banking, or community representative? Please check all that apply.

A-Professional expertise:

-
- Children's Health
- Chronic Disease Prevention and Control
- Community Health
- Data Science
- Dental Health
- Emergency Medicine
- Environmental Public Health
- Epidemiology
- Exercise Physiology
- Health Administration (including financial management)
- Health Communication
- Health Equity
- Health Policy
- Health Promotion and Education
- Infectious Disease Prevention and Control
- Medical Ethics
- Medical Practice
- Men's Health
- Mental Health
- Nursing Practice
- Nutrition
- Occupational Health
- Pharmacology
- Physician Assistance
- Public Health
- Public Health Law
- Veterinary Medicine
- Women's Health

OTHER: (Specify) Medical Simulation

B-Community Representative, Stakeholder or Leader Expertise:

Business Community (including, but not limited to, legal expertise or financial management),

Specify Current Board member appointed 3/2025
Volunteer Support for Smithville Farmers Market

Public Health-Regulated Community, Specify Texas Children's Hospital & Health Plan

Community Representative with Access to Care Experience, Specify _____

OTHER: (Specify) _____

Disease, Environmental Health, Health Promotion and Education, or Access to Care, such as navigation, coordination, or advocacy.

Managed Care Organization - TX Children's Health Plan - access, navigation

7-Tell us why you wish to be a board member including what you can specifically contribute to Public Health in Bastrop County?

As a current 1 year board appointee - I feel as though our work is just beginning. We have established a plan, staff an location but so far is about access and implementation. I want to continue this work in ways that benefit the citizens of Smithville within the population of Bastrop County.

8- Have you ever been elected or appointed to/or are currently serving on any other board, council or commission? If so, list the city, state, dates and name of the board, council or commission.

Board, Council, or Commission Name	City	State	Dates of Service
Advisory Board of Health for Bastrop County	S	TN	3/1/05 - 3/1/26

9- Please provide the names and contact information for 2 references who can speak to your qualifications for the desired appointment. Please select one professional and one personal reference.

Reference #1 (Professional/Work Reference):

NAME: Sheila Tamble & Robert Tamble

ADDRESS: Smithville

DAYTIME PHONE NUMBER: [REDACTED]

Reference #2 (Personal Reference):

Lisa Meinhardt

ADDRESS: Smithville, TX

DAYTIME PHONE NUMBER [REDACTED]

Should a vacancy occur on the board for a position for which you are qualified, your application will be provided to the Bastrop County Advisory Board of Health. The board will review and may make a recommendation to the Bastrop County Commissioners for appointment. The selected applicant(s) will fulfill the term of the appointment that was vacated.

Bastrop County Advisory Board of Health members, appointed by the Bastrop County Commissioners' Court will serve a three-year term, with no more than three consecutive terms served. Of note, municipal appointed members will serve a one-year term only, based on the respective city charter, unless the municipality chooses to appoint their member for a two-year term.

As an applicant for the above position for the Bastrop County Advisory Board of Health, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The Bastrop County Commissioners and the municipal city councils, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the press and media.

Your Signature: [Handwritten Signature] Date: 01/26/26

Applications are due February 10, 2026. When completed, email the form to jdlynch@ci.smithville.tx.us if applying through the City of Smithville. Applications will be kept on file for one year. If you have any questions about the process, contact the Bastrop County Public Health Department at 512-581-4200.



CASSIDY PENN, M.ED.

Email: [REDACTED] | Phone: [REDACTED]

EDUCATION & CERTIFICATIONS

M.Ed., Health Education and Promotion, University of Texas at Austin – 2010
B.S., Community Health, University of Texas at San Antonio – 2008 (Cum Laude)
Advanced Quality Improvement and Patient Safety Program, - 2018 (IQI Science)
LEAN White Belt – 2024
LEAN Yellow Belt - 2025

PROFESSIONAL SUMMARY

Experienced project manager and health education professional with expertise in quality improvement, simulation-based training, program development, and cross-functional stakeholder engagement. Skilled in leading healthcare initiatives, improving operational performance, and designing data-driven strategies to enhance patient outcomes and organizational efficiency.

KEY SKILLS

- Project Management & Strategic Planning
- Quality Improvement (AQI, PDSA)
- Simulation Education & Scenario Design
- Curriculum Development & Facilitation
- Data Analysis & Reporting
- Vendor Management
- Stakeholder Engagement & Communication
- Program Evaluation

PROFESSIONAL EXPERIENCE

BASTROP COUNTY ADVISORY BOARD OF HEALTH | VOLUNTEER (2025–2026)

- Appointed by Commissioners' Court to support implementation of countywide public health recommendations.
- Anticipating reappointment for March 2026-2027

TEXAS CHILDREN'S HEALTH PLAN (TCHP) | PROJECT MANAGER (2022–CURRENT)

- Led annual VAS program submission to HHSC
- Designed VAS scoring framework using ROI, PMPM, and HEDIS metrics to standardize decision-making.
- Facilitated multi-department stakeholder teams—including finance, legal, marketing, and quality—to review and approve VAS rewards.
- Supported workgroups to utilize VAS as a tool to incentivize targeted member campaigns within those workgroups.
- Managed vendor relationships to ensure engagement accuracy and contractual compliance.
- Developed internal/external educational tools including user guides, training modules, and communication campaigns to promote VAS offerings.

TEXAS CHILDREN'S HOSPITAL | PROJECT MANAGER, QI SPECIALIST & EDUCATOR (2017–2022)

- Developed and facilitated simulation scenarios aligned with safety events and organizational priorities.

CASSIDY PENN, M.ED.

Email: [REDACTED] | Phone: [REDACTED]

- Led debriefings to identify system gaps and improvement opportunities.
- Designed standardized patient education pathways to support simulation objectives.
- Served as PM for the Advanced Quality Improvement program, including curriculum design, communications, and analytics and program evaluation.
- Created and delivered QI Project Management Workshop content; served as faculty.
- Led multi-disciplinary QI teams using PDSA methodology and coached project leaders across various hospital service lines.
- Collaborated with clinical and community stakeholders to ensure accurate and impactful health messaging.

EMSC INNOVATION & IMPROVEMENT CENTER | PROJECT MANAGER (2017–2021)

- Applied dissemination science to improve adoption of pediatric emergency care practices in pre-hospital settings.
- Consulted on concept development and implementation strategies for targeted health outcomes.
- Supported Family Advisory Program and Advocacy initiatives through strategic planning and program execution.

TEXAS MEDICAL LIABILITY TRUST | SERVICES ASSISTANT (2015–2017)

- Analyzed CME program evaluation data for ACCME reporting.
- Prepared service proposals and maintained communication with hospital and physician group clients.

TEXAS SCHOOL SAFETY CENTER | GRANT SPECIALIST (2011–2015)

- Created content for youth tobacco prevention program (Say What!), supporting leadership and advocacy training.

SELECTED PUBLICATIONS & PRESENTATIONS

- Utilizing Online Education as a Value Added Service to Improve Maternal Health Outcomes – InJoy Virtual Summit (2024)
- Introduction to QI Data – Faculty, Texas Children’s Hospital (2021–present)
- Project Management Faculty – Advanced Quality Improvement (2019–present)
- Feedback, reflection and team learning for COVID-19: clinical event-debriefing tool – BMJ Stel, 2020
- DEI & Applied Improvisation Workshop – IPSSV (2021)
- Building Cultural Competency – The Reporter (2016)

CONTINUING EDUCATION

- Breakthrough Communication (2023)
- DEI in Simulation Workshop (2022)
- Advanced Simulation Debriefing Course (2021)
- Digital Strategies for Healthcare Communication – Tufts (2018)

Item #24

CYBERSECURITY PLAN

2026



City of Smithville, Texas

Adopted by the Smithville City Council on February 9, 2026



SMITHVILLE CYBERSECURITY PLAN OVERVIEW

Cybersecurity is clearly an increasingly important component of governmental responsibility and strategic management. Cyber threats have become more sophisticated and continually evolve to counter risk management efforts and seek the vulnerabilities governmental entities may not even know they suffer. This Cybersecurity Plan has been developed to provide guidance to City of Smithville staff, elected and appointed officials, and consultants who are involved in technology in any way connected to the City of Smithville.

CITY MISSION: The City of Smithville’s general mission is to provide quality municipal services and strive to maintain a small-town sense of community while encouraging positive growth and continually improving standards of living for the citizens of Smithville, Texas.

CYBERSECURITY MISSION: The City of Smithville’s Cybersecurity mission is to form a secure and resilient cybersecurity environment, using resources, technology, and collaborative efforts to effectively create a risk-aware culture that ensures online governmental services, critical infrastructure, and citizens’ information are protected.

RISK MITIGATION PRIORITIES: Priorities include:

- 1) Reducing cyber threats through robust risk management and ensuring resilient, uninterrupted business-critical operations before, during, and after any potential cyberattacks. The City of Smithville contracts with Avinext (the IT Consultant) to provide secure log-in and aggressive spam filters for email service and for the server and all systems. As the first line of defense, they install and upgrade all the necessary technology to ensure the best protection possible. Should these efforts fail and Smithville fall under a cyberattack, the City carries a cybersecurity insurance policy to reduce the costs of any potential attack and the IT Consultant is under contract to provide needed assistance to halt the attack and reverse the damage.
- 2) Ensuring that employees understand risks and work to minimize them. Each year, the City of Smithville undergoes certification of compliance with cybersecurity training, required under Texas Government Code Sections 2054.5191 and 2054.5192 as well as Texas Government Code Section 772.012 and the state agency’s strategic plan under Texas Government Code Section 2056.002, as applicable.

GOVERNING BODY: The City Council and Mayor are the Governing Body of the City of Smithville. They will act to oversee that this Plan ensures a secure and resilient cybersecurity environment to keep City assets and community privacy safe from cyberattack.

PLAN MAINTENANCE: The City of Smithville City Manager and appropriate Staff commit to reviewing this Plan on an annual basis in March to ensure adequate education about risks, quick action, and state-of-the-art mitigation efforts.



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SMITHVILLE CYBERSECURITY PLAN GOVERNANCE

ORGANIZATIONAL CONTEXT

GENERAL MISSION: The City of Smithville provides quality municipal services and strives to maintain a small-town sense of community while encouraging positive growth and continually improving standards of living for the citizens of Smithville, Texas.

CYBERSECURITY MISSION [GV.OC-01]: CYBERSECURITY MISSION: The City of Smithville’s Cybersecurity mission is to form a secure and resilient cybersecurity environment, using resources, technology, and collaborative efforts to effectively create a risk-aware culture that ensures online governmental services, critical infrastructure, and citizens’ information are protected.

To establish and implement a Cybersecurity Program based on the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity and the State of Texas Statewide Enterprise Security Framework. To set the ground rules under which the City shall operate and safeguard its information and Information Systems to reduce the risk and minimize the effect of security Incidents.

OBJECTIVE: To establish a NIST-informed Cybersecurity Framework (Framework) that provides a common language for expressing, understanding, and managing cybersecurity risk, both internally and externally. The Framework will be used to help identify and prioritize actions for reducing risk and is a tool for aligning policy, business, and technological approaches to managing that risk.

CYBERSECURITY RISKS [GV.OC-04, GV.OC-05]: Based on current threat landscape projections for 2026, several critical cybersecurity risks could prevent an organization from achieving its mission. These risks, increasingly amplified by Artificial Intelligence (AI) and the professionalization of cybercrime, directly threaten operational continuity, data integrity, and organizational trust. The primary cybersecurity risks are:

1. Ransomware and Data Extortion (Operational Disruption)

- Double and Triple Extortion: Beyond encrypting systems, attackers now exfiltrate sensitive data and threaten public release to force payments.
- Ransomware-as-a-Service (RaaS): Lower barriers to entry mean that ransomware is easily accessible, allowing less-skilled criminals to launch sophisticated attacks.
- Impact: Complete shutdown of services, loss of critical data, and long-term damage to reputation, halting all mission-related operations.

2. AI-Powered Social Engineering and Phishing

- Deepfakes: Attackers use AI to clone voices or create videos of executives to trick staff into approving fraudulent financial transactions (Business Email Compromise - BEC).
- Personalized Scams at Scale: Generative AI crafts highly convincing, personalized phishing emails that bypass traditional filters and target specific employees, increasing the success rate of credential theft.
- Impact: Unauthorized access to systems and immediate financial losses.



3. Supply Chain and Third-Party Attacks

- **Trusted Vendor Compromise:** Attackers target suppliers, vendors, or software partners with weaker security to gain access to your organization.
- **Malicious Software Updates:** Attackers compromise legitimate software updates to distribute malware, as seen in the 2024 Blue Yonder attack.
- **Impact:** A secure organization can be undermined by a single breach in a partner's network.

4. Advanced Persistent Threats (APTs) and Nation-State Actions

- **Quiet Pre-positioning:** Sophisticated actors gain access to networks, particularly within critical infrastructure, for long-term intelligence gathering or to "map" the environment for a future, destructive strike.
- **Lateral Movement:** Once inside, attackers move through the network to establish footholds in different systems, often going undetected for months.
- **Impact:** Long-term espionage, destruction of key infrastructure, and data theft.

5. Vulnerabilities in Cloud and IoT Infrastructure

- **Cloud Misconfigurations:** Improperly configured cloud storage (e.g., open S3 buckets) remains a major cause of data breaches, exposing sensitive data to the public.
- **IoT Attacks:** The proliferation of connected devices (smart TVs, sensors, surveillance cameras) often lacks robust security, providing easy entry points for botnets and malware.
- **Impact:** Exposure of intellectual property, customer data, and loss of control over digital assets.

6. Insider Threats (Malicious or Negligent)

- **Negligent Employees:** Employees falling for phishing, using weak passwords, or misconfiguring systems pose a massive, consistent risk.
- **Rogue Insiders:** Disgruntled employees or contractors using legitimate access to sabotage systems or steal intellectual property.
- **Impact:** Internal sabotage, fraud, and data leaks.

7. Cybersecurity Skills Gap

- **Talent Shortage:** The global shortage of cybersecurity professionals (estimated at 4.8 million) makes it difficult to detect and respond to threats in real-time, resulting in higher breach costs.
- **Impact:** Inability to maintain defense-in-depth and slow recovery times from incidents.

8. Regulatory and Compliance Failure

- **Evolving Regulations:** Stricter data protection laws (GDPR, CCPA, CMMC) paired with new compliance requirements mean that a breach can result in massive fines and legal penalties in addition to the damage from the attack itself.
- **Impact:** Financial loss and loss of trust from clients and partners.



To mitigate these issues, organizations are moving towards a Zero Trust architecture, which assumes a breach is inevitable and continuously verifies every user and device. The technology provided through the IT Consultant meets this standard – any access to the City server, staff email or calendar accounts require a two-step authentication process.

STAKEHOLDERS, NEEDS AND EXPECTATIONS [GV.OC-02, GV.OC-05]: Key cybersecurity stakeholders include internal stakeholders (staff and elected officials) and external entities (customers, residents, regulators, partners) who demand robust data protection, regulatory compliance, and operational continuity. Their shared goal is to mitigate risks, protect reputations, and secure digital assets through active management.

Key Stakeholders and their Needs/Expectations:

- City Manager: Focuses on risk management, reputational protection, and strategic decision-making. Requires high-level visibility into threats, ROI on security investments, and assurance that legal/financial liabilities are managed.
- IT & Security Consultant: Responsible for implementing, maintaining, and enforcing security controls. Need adequate resources (budget/tools), timely threat intelligence, and clear policies to defend against attacks.
- Mayor and City Council, Department Heads, Employees: Act as the first line of defense but also represent potential risks. Need, and are expected to participate in, regular training and awareness programs to avoid errors.
- Residents and Other Users: Demand the protection of their personal, financial, or sensitive data. They expect transparent communication, trust, and secure, reliable services.
- Regulators & Legal Bodies: Mandate compliance with data protection laws, industry standards, and privacy regulations. Expect audit-ready, documented security protocols.
- Partners & Vendors: Part of the extended supply chain, they must adhere to shared security standards to prevent breach transmission.

Common Expectations Across All Stakeholders:

- Confidentiality, Integrity, and Availability (CIA): Ensuring data is safe, accurate, and accessible when needed.
- Proactive Risk Management: Identification and mitigation of vulnerabilities before they are exploited.
- Effective Incident Response: Clear, fast communication and action during a security event.

RISK MANAGEMENT STRATEGY

RISK MANAGEMENT OBJECTIVE [GV.RM-01]: Explore and assess cybersecurity technology and implement the best defensive measures feasible.

RISK STATEMENT: The City of Smithville places resident and employee safety as our top priority. We also recognize the need to balance the level of immediate response to all resident and employee needs with the cost of providing such service. [GV.RM-02]



CYBERSECURITY INSURANCE [GV.RM-04]: The City of Smithville has Cybersecurity Insurance through the Texas Municipal League. City of Smithville insurance covers data and network liability, media liability, business interruption loss, cyber extortion, data recovery costs, reputational loss, regulatory defense, and several other liabilities against fraud and criminal activities.

RISK MANAGEMENT PROCESS [GV.RM-03]: The IT Consultant installs and updates hardware and software to continually meet Cybersecurity standards under the philosophy that the best offense is a good defense. City staff contact the Consultant for any questions about potential threats. The IT Consultant continually monitors all systems to ensure that any abnormal activities are detected and mitigated before staff would notice any issues. Should something get through to staff, the IT Consultant and the Insurance Company would be notified as soon as it was detected, and all parties would work together to reach an optimal conclusion.

ROLES, RESPONSIBILITIES, and AUTHORITIES

The City Manager and IT Consultants are responsible for developing and executing the City of Smithville's cybersecurity strategy. Together with IT Consultants, the City Manager will assign appropriate staff to update the Cybersecurity Plan (Strategies, Goals, and Objectives) each year in March [GV.RR-01, GV.RR-02, GV.RR-03, GV.PO-02].

The City of Smithville will maintain compliance as required under Texas Government Code Sections 2054.5191 and 2054.5192. The City Secretary is responsible for ensuring that all City Staff take the appropriate Cybersecurity Training each year and submits the report to the Texas Department of Information Resources Cybersecurity Training Certification.

PLAN UPDATE TIMELINE

Together with IT Consultants, the City Manager will assign appropriate staff to update the Cybersecurity Plan (Strategies, Goals, and Objectives) each year in March [GV.RR-01, GV.RR-02, GV.RR-03, GV.PO-02].

SMITHVILLE CYBERSECURITY FRAMEWORK

FRAMEWORK CONTEXT

The Framework is an objective-based approach to developing a Cybersecurity Program. It consists of standards, best practices and measurements that are presented in a manner that allows for consistent communication of cybersecurity risk within and across the City's departments, from the senior executive level to the implementation/operations level.

The five primary functions of the Framework, which will provide a high-level, strategic view of the City's management of cybersecurity risk are identify, protect, detect, respond, and recover.

IDENTIFY

The IT Consultant maintains inventories of hardware, software, services, and systems. They identify threats, vulnerabilities, and risks to those assets. They implement improvements based on lessons learned. [ID.AM-02, ID.AM-08, ID.RA-01]

PROTECT

The IT Consultant manages access, protects and monitors devices, manages and maintains software, and conducts regular backups of all server activity. Any access to City electronic accounts requires two-step authentication. The City annually trains staff on Cybersecurity awareness, as required to be compliant with the State of Texas. [PR.AA-01, PR.AA-03, PR.AT-01, PR.DS-11, PR.IR-01]

DETECT

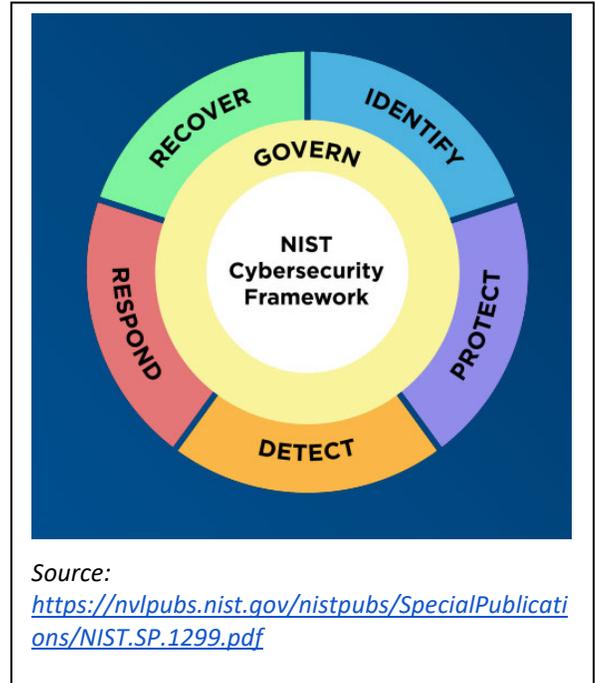
The IT Consultant employs various methods to detect possible attacks and compromises including monitoring networks and declaring appropriate incidents. [DE.CM-01, DE.AE-08]

RESPOND

The IT Consultant contains and eradicates incidents as a primary line of defense; executes its internal response plan in response to any incidents that are reported, triaged, and validated, and incidents are elevated as needed; stakeholders are notified per response plan criteria. [RS/MI-01, RS.MI-02, RS.MA-01, RS.MA-02, RS-MA-04, RS.CO-02]

RECOVER

Once an adequate response has been completed and the threat has been neutralized, the IT Consultant begins recovery procedures, restoring operational capabilities, while maintaining communication with appropriate stakeholders. [RC.RP-01, RC.CO-03]





APPENDIX 1: STATE OF TEXAS REQUIREMENT 2025 Certification Verification

*Texas Department of Information Resources Cybersecurity Training Certification
Compliance with cybersecurity training, required under Texas Government Code Sections 2054.5191
and 2054.5192*

From: Security Training Verification Site Guest User <txtrainingcert@dir.texas.gov>
Sent: Tuesday, September 2, 2025 5:02 PM
To: Jennifer Lynch <JDLynch@ci.smithville.tx.us>; TXTrainingCert@dir.texas.gov
Subject: Confirmation of Cybersecurity Training Certification STV-24551

This email serves as a written certification of City of Smithville's compliance with cybersecurity training, required under Texas Government Code Sections 2054.5191 and 2054.5192. Please save this confirmation for your entity's records as it is required to be included as part of the grant application under Texas Government Code Section 772.012, or the state agency's strategic plan under Texas Government Code Section 2056.002, as applicable.

This email confirms that you have successfully submitted the required annual Cybersecurity Training Certification for Fiscal Year 2025 for the City of Smithville.

ReportID: STV-24551
Email: jdlynch@ci.smithville.tx.us
Name: Jennifer Lynch
Title: City Secretary
Organization Name: City of Smithville
Organization Type: Local Government
Phone Number: (512) 237-3282
Fiscal Reporting Year: 2025
Percentage Training Completion: 100%

(For School Districts, if provided) Were school district employees trained (in addition to the Cybersecurity Coordinator and elected/appointed officials who have access to local government systems and use a computer to perform 25% of their duties)?

Certification Statement

- If a local government, my organization is in compliance with the employee security awareness training requirements of Section 2054.5191, Texas Government Code;
- If a school district, my district is also in compliance with Section 11.175(g), Education Code;



- If a state agency, my agency is in compliance with the employee security awareness training requirements of Section 2054.519, Texas Government Code and the contractor security awareness training requirements of Section 2054.5192, Texas Government Code.

AND

- My organization is in compliance with the internal review requirements of Section 2054.5191, Texas Government Code; and
- I am authorized by my organization to submit this certification.

I certify that the information I have submitted is true and complete. I understand that knowingly submitting information that is not true and complete may result in civil or criminal penalties. I acknowledge that submitting this form satisfies the reporting requirements specified under Sec. 2054.5191 and Sec. 2054.5192, Texas Government Code (if applicable).

Date Submitted: September 2, 2025

Thank you.
Texas Department of Information Resources
TXTrainingCert@dir.texas.gov

APPENDIX 2: DEFINITIONS and RESOURCES

Definitions

Authorization to Operate - The formal acceptance, by an Authorizing Official, that the security of an Information System's operation is commensurate with the risk and magnitude of harm resulting from a compromise of that system's confidentiality, integrity, and availability.

Authorizing Official (AO) - The official with the authority to formally assume responsibility for operating an Information System at an acceptable level of risk to organization operations (including mission, functions, image, or reputation), agency assets, or individuals. The AO is typically someone who is a primary stakeholder for the system being authorized.

City Information - Any data which is collected, generated, maintained, or controlled by or on behalf of the City.

Incident - Any adverse event or situation associated with a system that poses a threat to the system's integrity, availability, or confidentiality.

Information Security - The protection of an Information System's confidentiality, integrity, and availability.



Information System - A discrete set of resources designed and implemented for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Resources

City of Houston Policies and Procedures: <https://www.houstontx.gov/policies/adminpolicies/8-2.html>

National Institute of Standards and Technology (US Department of Commerce): <https://www.nist.gov/>

NIST Cybersecurity Strategy and Implementation Plan: <https://csrc.nist.gov/Topics/Laws-and-Regulations/executive-documents/CSIP>

NIST Cybersecurity Framework 2.0 Resource and Overview Guide: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.1299.pdf>

NIST Cybersecurity Examples: <https://www.nist.gov/document/csf-20-implementation-examples-xlsx>

APPENDIX 3: CYBERSECURITY IMPLEMENTATION EXAMPLES

<https://www.nist.gov/document/csf-20-implementation-examples-xlsx>

Subcategory	Implementation Examples
Function: Roles, Responsibilities, and Authorities (GV.RR): Cybersecurity roles, responsibilities, and authorities to foster accountability, performance assessment, and continuous improvement are established and communicated	
Category: Organizational Context (GV.OC): The circumstances — mission, stakeholder expectations, dependencies, and legal, regulatory, and contractual requirements — surrounding the organization’s cybersecurity risk management decisions are understood	
Subcategory	Implementation Examples
GV.OC-01: The organizational mission is understood and informs cybersecurity risk management	Ex1: Share the organization’s mission (e.g., through vision and mission statements, marketing, and service strategies) to provide a basis for identifying risks that may impede that mission
GV.OC-02: Internal and external stakeholders are understood, and their needs and expectations regarding cybersecurity risk management are understood and considered	Ex1: Identify relevant internal stakeholders and their cybersecurity-related expectations (e.g., performance and risk expectations of officers, directors, and advisors; cultural expectations of employees)
	Ex2: Identify relevant external stakeholders and their cybersecurity-related expectations (e.g., privacy expectations of customers, business expectations of partnerships, compliance expectations of regulators, ethics expectations of society)
GV.OC-03: Legal, regulatory, and contractual requirements regarding cybersecurity — including privacy and civil liberties obligations — are understood and managed	Ex1: Determine a process to track and manage legal and regulatory requirements regarding protection of individuals’ information (e.g., Health Insurance Portability and Accountability Act, California Consumer Privacy Act, General Data Protection Regulation)
	Ex2: Determine a process to track and manage contractual requirements for cybersecurity management of supplier, customer, and partner information
	Ex3: Align the organization’s cybersecurity strategy with legal, regulatory, and contractual requirements

Subcategory	Implementation Examples
GV.OC-04: Critical objectives, capabilities, and services that stakeholders depend on or expect from the organization are understood and communicated	Ex1: Establish criteria for determining the criticality of capabilities and services as viewed by internal and external stakeholders
	Ex2: Determine (e.g., from a business impact analysis) assets and business operations that are vital to achieving mission objectives and the potential impact of a loss (or partial loss) of such operations
	Ex3: Establish and communicate resilience objectives (e.g., recovery time objectives) for delivering critical capabilities and services in various operating states (e.g., under attack, during recovery, normal operation)
GV.OC-05: Outcomes, capabilities, and services that the organization depends on are understood and communicated	Ex1: Create an inventory of the organization’s dependencies on external resources (e.g., facilities, cloud-based hosting providers) and their relationships to organizational assets and business functions
	Ex2: Identify and document external dependencies that are potential points of failure for the organization’s critical capabilities and services, and share that information with appropriate personnel
Category: Risk Management Strategy (GV.RM): The organization’s priorities, constraints, risk tolerance and appetite statements, and assumptions are established, communicated, and used to support operational risk decisions	
Subcategory	Implementation Examples
GV.RM-01: Risk management objectives are established and agreed to by organizational stakeholders	Ex1: Update near-term and long-term cybersecurity risk management objectives as part of annual strategic planning and when major changes occur
	Ex2: Establish measurable objectives for cybersecurity risk management (e.g., manage the quality of user training, ensure adequate risk protection for industrial control systems)
	Ex3: Senior leaders agree about cybersecurity objectives and use them for measuring and managing risk and performance
GV.RM-02: Risk appetite and risk tolerance statements are established, communicated, and maintained	Ex1: Determine and communicate risk appetite statements that convey expectations about the appropriate level of risk for the organization
	Ex2: Translate risk appetite statements into specific, measurable, and broadly understandable risk tolerance statements
	Ex3: Refine organizational objectives and risk appetite periodically based on known risk exposure and residual risk
GV.RM-03: Cybersecurity risk management activities and outcomes are included in enterprise risk management processes	Ex1: Aggregate and manage cybersecurity risks alongside other enterprise risks (e.g., compliance, financial, operational, regulatory, reputational, safety)
	Ex2: Include cybersecurity risk managers in enterprise risk management planning
	Ex3: Establish criteria for escalating cybersecurity risks within enterprise risk management
GV.RM-04: Strategic direction that describes appropriate risk response options is established and communicated	Ex1: Specify criteria for accepting and avoiding cybersecurity risk for various classifications of data
	Ex2: Determine whether to purchase cybersecurity insurance
	Ex3: Document conditions under which shared responsibility models are acceptable (e.g., outsourcing certain cybersecurity functions, having a third party perform financial transactions on behalf of the organization, using public cloud-based services)
GV.RM-05: Lines of communication across the organization are	Ex1: Determine how to update senior executives, directors, and management on the organization’s cybersecurity posture at agreed-upon intervals



Subcategory	Implementation Examples
established for cybersecurity risks, including risks from suppliers and other third parties	Ex2: Identify how all departments across the organization — such as management, operations, internal auditors, legal, acquisition, physical security, and HR — will communicate with each other about cybersecurity risks
GV.RM-06: A standardized method for calculating, documenting, categorizing, and prioritizing cybersecurity risks is established and communicated	Ex1: Establish criteria for using a quantitative approach to cybersecurity risk analysis, and specify probability and exposure formulas
	Ex2: Create and use templates (e.g., a risk register) to document cybersecurity risk information (e.g., risk description, exposure, treatment, and ownership)
	Ex3: Establish criteria for risk prioritization at the appropriate levels within the enterprise
	Ex4: Use a consistent list of risk categories to support integrating, aggregating, and comparing cybersecurity risks
GV.RM-07: Strategic opportunities (i.e., positive risks) are characterized and are included in organizational cybersecurity risk discussions	Ex1: Define and communicate guidance and methods for identifying opportunities and including them in risk discussions (e.g., strengths, weaknesses, opportunities, and threats [SWOT] analysis)
	Ex2: Identify stretch goals and document them
	Ex3: Calculate, document, and prioritize positive risks alongside negative risks
Category: Roles, Responsibilities, and Authorities (GV.RR): Cybersecurity roles, responsibilities, and authorities to foster accountability, performance assessment, and continuous improvement are established and communicated	
Subcategory	Implementation Examples
GV.RR-01: Organizational leadership is responsible and accountable for cybersecurity risk and fosters a culture that is risk-aware, ethical, and continually improving	Ex1: Leaders (e.g., directors) agree on their roles and responsibilities in developing, implementing, and assessing the organization’s cybersecurity strategy
	Ex2: Share leaders’ expectations regarding a secure and ethical culture, especially when current events present the opportunity to highlight positive or negative examples of cybersecurity risk management
	Ex3: Leaders direct the CISO to maintain a comprehensive cybersecurity risk strategy and review and update it at least annually and after major events
	Ex4: Conduct reviews to ensure adequate authority and coordination among those responsible for managing cybersecurity risk
GV.RR-02: Roles, responsibilities, and authorities related to cybersecurity risk management are established, communicated, understood, and enforced	Ex1: Document risk management roles and responsibilities in policy
	Ex2: Document who is responsible and accountable for cybersecurity risk management activities and how those teams and individuals are to be consulted and informed
	Ex3: Include cybersecurity responsibilities and performance requirements in personnel descriptions
	Ex4: Document performance goals for personnel with cybersecurity risk management responsibilities, and periodically measure performance to identify areas for improvement
	Ex5: Clearly articulate cybersecurity responsibilities within operations, risk functions, and internal audit functions
GV.RR-03: Adequate resources are allocated commensurate with the	Ex1: Conduct periodic management reviews to ensure that those given cybersecurity risk management responsibilities have the necessary authority



Subcategory	Implementation Examples
cybersecurity risk strategy, roles, responsibilities, and policies	Ex2: Identify resource allocation and investment in line with risk tolerance and response
	Ex3: Provide adequate and sufficient people, process, and technical resources to support the cybersecurity strategy
GV.RR-04: Cybersecurity is included in human resources practices	Ex1: Integrate cybersecurity risk management considerations into human resources processes (e.g., personnel screening, onboarding, change notification, offboarding)
	Ex2: Consider cybersecurity knowledge to be a positive factor in hiring, training, and retention decisions
	Ex3: Conduct background checks prior to onboarding new personnel for sensitive roles, and periodically repeat background checks for personnel with such roles
	Ex4: Define and enforce obligations for personnel to be aware of, adhere to, and uphold security policies as they relate to their roles
Category: Policy (GV.PO): Organizational cybersecurity policy is established, communicated, and enforced	
Subcategory	Implementation Examples
GV.PO-01: Policy for managing cybersecurity risks is established based on organizational context, cybersecurity strategy, and priorities and is communicated and enforced	Ex1: Create, disseminate, and maintain an understandable, usable risk management policy with statements of management intent, expectations, and direction
	Ex2: Periodically review policy and supporting processes and procedures to ensure that they align with risk management strategy objectives and priorities, as well as the high-level direction of the cybersecurity policy
	Ex3: Require approval from senior management on policy
	Ex4: Communicate cybersecurity risk management policy and supporting processes and procedures across the organization
	Ex5: Require personnel to acknowledge receipt of policy when first hired, annually, and whenever policy is updated
GV.PO-02: Policy for managing cybersecurity risks is reviewed, updated, communicated, and enforced to reflect changes in requirements, threats, technology, and organizational mission	Ex1: Update policy based on periodic reviews of cybersecurity risk management results to ensure that policy and supporting processes and procedures adequately maintain risk at an acceptable level
	Ex2: Provide a timeline for reviewing changes to the organization’s risk environment (e.g., changes in risk or in the organization’s mission objectives), and communicate recommended policy updates
	Ex3: Update policy to reflect changes in legal and regulatory requirements
	Ex4: Update policy to reflect changes in technology (e.g., adoption of artificial intelligence) and changes to the business (e.g., acquisition of a new business, new contract requirements)
Category: Oversight (GV.OV): Results of organization-wide cybersecurity risk management activities and performance are used to inform, improve, and adjust the risk management strategy	
Subcategory	Implementation Examples
GV.OV-01: Cybersecurity risk management strategy outcomes are reviewed to inform and adjust strategy and direction	Ex1: Measure how well the risk management strategy and risk results have helped leaders make decisions and achieve organizational objectives
	Ex2: Examine whether cybersecurity risk strategies that impede operations or innovation should be adjusted
GV.OV-02: The cybersecurity risk management strategy is reviewed	Ex1: Review audit findings to confirm whether the existing cybersecurity strategy has ensured compliance with internal and external requirements



Subcategory	Implementation Examples
and adjusted to ensure coverage of organizational requirements and risks	Ex2: Review the performance oversight of those in cybersecurity-related roles to determine whether policy changes are necessary
	Ex3: Review strategy in light of cybersecurity incidents
GV.OV-03: Organizational cybersecurity risk management performance is evaluated and reviewed for adjustments needed	Ex1: Review key performance indicators (KPIs) to ensure that organization-wide policies and procedures achieve objectives
	Ex2: Review key risk indicators (KRIs) to identify risks the organization faces, including likelihood and potential impact
	Ex3: Collect and communicate metrics on cybersecurity risk management with senior leadership
Category: Cybersecurity Supply Chain Risk Management (GV.SC): Cyber supply chain risk management processes are identified, established, managed, monitored, and improved by organizational stakeholders	
Subcategory	Implementation Examples
GV.SC-01: A cybersecurity supply chain risk management program, strategy, objectives, policies, and processes are established and agreed to by organizational stakeholders	Ex1: Establish a strategy that expresses the objectives of the cybersecurity supply chain risk management program
	Ex2: Develop the cybersecurity supply chain risk management program, including a plan (with milestones), policies, and procedures that guide implementation and improvement of the program, and share the policies and procedures with the organizational stakeholders
	Ex3: Develop and implement program processes based on the strategy, objectives, policies, and procedures that are agreed upon and performed by the organizational stakeholders
	Ex4: Establish a cross-organizational mechanism that ensures alignment between functions that contribute to cybersecurity supply chain risk management, such as cybersecurity, IT, operations, legal, human resources, and engineering
GV.SC-02: Cybersecurity roles and responsibilities for suppliers, customers, and partners are established, communicated, and coordinated internally and externally	Ex1: Identify one or more specific roles or positions that will be responsible and accountable for planning, resourcing, and executing cybersecurity supply chain risk management activities
	Ex2: Document cybersecurity supply chain risk management roles and responsibilities in policy
	Ex3: Create responsibility matrixes to document who will be responsible and accountable for cybersecurity supply chain risk management activities and how those teams and individuals will be consulted and informed
	Ex4: Include cybersecurity supply chain risk management responsibilities and performance requirements in personnel descriptions to ensure clarity and improve accountability
	Ex5: Document performance goals for personnel with cybersecurity risk management-specific responsibilities, and periodically measure them to demonstrate and improve performance
	Ex6: Develop roles and responsibilities for suppliers, customers, and business partners to address shared responsibilities for applicable cybersecurity risks, and integrate them into organizational policies and applicable third-party agreements
	Ex7: Internally communicate cybersecurity supply chain risk management roles and responsibilities for third parties
	Ex8: Establish rules and protocols for information sharing and reporting processes between the organization and its suppliers



Subcategory	Implementation Examples
<p>GV.SC-03: Cybersecurity supply chain risk management is integrated into cybersecurity and enterprise risk management, risk assessment, and improvement processes</p>	<p>Ex1: Identify areas of alignment and overlap with cybersecurity and enterprise risk management</p>
	<p>Ex2: Establish integrated control sets for cybersecurity risk management and cybersecurity supply chain risk management</p>
	<p>Ex3: Integrate cybersecurity supply chain risk management into improvement processes</p>
	<p>Ex4: Escalate material cybersecurity risks in supply chains to senior management, and address them at the enterprise risk management level</p>
<p>GV.SC-04: Suppliers are known and prioritized by criticality</p>	<p>Ex1: Develop criteria for supplier criticality based on, for example, the sensitivity of data processed or possessed by suppliers, the degree of access to the organization’s systems, and the importance of the products or services to the organization’s mission</p>
	<p>Ex2: Keep a record of all suppliers, and prioritize suppliers based on the criticality criteria</p>
<p>GV.SC-05: Requirements to address cybersecurity risks in supply chains are established, prioritized, and integrated into contracts and other types of agreements with suppliers and other relevant third parties</p>	<p>Ex1: Establish security requirements for suppliers, products, and services commensurate with their criticality level and potential impact if compromised</p>
	<p>Ex2: Include all cybersecurity and supply chain requirements that third parties must follow and how compliance with the requirements may be verified in default contractual language</p>
	<p>Ex3: Define the rules and protocols for information sharing between the organization and its suppliers and sub-tier suppliers in agreements</p>
	<p>Ex4: Manage risk by including security requirements in agreements based on their criticality and potential impact if compromised</p>
	<p>Ex5: Define security requirements in service-level agreements (SLAs) for monitoring suppliers for acceptable security performance throughout the supplier relationship lifecycle</p>
	<p>Ex6: Contractually require suppliers to disclose cybersecurity features, functions, and vulnerabilities of their products and services for the life of the product or the term of service</p>
	<p>Ex7: Contractually require suppliers to provide and maintain a current component inventory (e.g., software or hardware bill of materials) for critical products</p>
	<p>Ex8: Contractually require suppliers to vet their employees and guard against insider threats</p>
	<p>Ex9: Contractually require suppliers to provide evidence of performing acceptable security practices through, for example, self-attestation, conformance to known standards, certifications, or inspections</p>
	<p>Ex10: Specify in contracts and other agreements the rights and responsibilities of the organization, its suppliers, and their supply chains, with respect to potential cybersecurity risks</p>
<p>GV.SC-06: Planning and due diligence are performed to reduce risks before entering into formal supplier or other third-party relationships</p>	<p>Ex1: Perform thorough due diligence on prospective suppliers that is consistent with procurement planning and commensurate with the level of risk, criticality, and complexity of each supplier relationship</p>
	<p>Ex2: Assess the suitability of the technology and cybersecurity capabilities and the risk management practices of prospective suppliers</p>
	<p>Ex3: Conduct supplier risk assessments against business and applicable cybersecurity requirements</p>



Subcategory	Implementation Examples
	<p>Ex4: Assess the authenticity, integrity, and security of critical products prior to acquisition and use</p>
<p>GV.SC-07: The risks posed by a supplier, their products and services, and other third parties are understood, recorded, prioritized, assessed, responded to, and monitored over the course of the relationship</p>	<p>Ex1: Adjust assessment formats and frequencies based on the third party’s reputation and the criticality of the products or services they provide</p>
	<p>Ex2: Evaluate third parties’ evidence of compliance with contractual cybersecurity requirements, such as self-attestations, warranties, certifications, and other artifacts</p>
	<p>Ex3: Monitor critical suppliers to ensure that they are fulfilling their security obligations throughout the supplier relationship lifecycle using a variety of methods and techniques, such as inspections, audits, tests, or other forms of evaluation</p>
	<p>Ex4: Monitor critical suppliers, services, and products for changes to their risk profiles, and reevaluate supplier criticality and risk impact accordingly</p>
	<p>Ex5: Plan for unexpected supplier and supply chain-related interruptions to ensure business continuity</p>
<p>GV.SC-08: Relevant suppliers and other third parties are included in incident planning, response, and recovery activities</p>	<p>Ex1: Define and use rules and protocols for reporting incident response and recovery activities and the status between the organization and its suppliers</p>
	<p>Ex2: Identify and document the roles and responsibilities of the organization and its suppliers for incident response</p>
	<p>Ex3: Include critical suppliers in incident response exercises and simulations</p>
	<p>Ex4: Define and coordinate crisis communication methods and protocols between the organization and its critical suppliers</p>
	<p>Ex5: Conduct collaborative lessons learned sessions with critical suppliers</p>
<p>GV.SC-09: Supply chain security practices are integrated into cybersecurity and enterprise risk management programs, and their performance is monitored throughout the technology product and service life cycle</p>	<p>Ex1: Policies and procedures require provenance records for all acquired technology products and services</p>
	<p>Ex2: Periodically provide risk reporting to leaders about how acquired components are proven to be untampered and authentic</p>
	<p>Ex3: Communicate regularly among cybersecurity risk managers and operations personnel about the need to acquire software patches, updates, and upgrades only from authenticated and trustworthy software providers</p>
	<p>Ex4: Review policies to ensure that they require approved supplier personnel to perform maintenance on supplier products</p>
	<p>Ex5: Policies and procedure require checking upgrades to critical hardware for unauthorized changes</p>
<p>GV.SC-10: Cybersecurity supply chain risk management plans include provisions for activities that occur after the conclusion of a partnership or service agreement</p>	<p>Ex1: Establish processes for terminating critical relationships under both normal and adverse circumstances</p>
	<p>Ex2: Define and implement plans for component end-of-life maintenance support and obsolescence</p>
	<p>Ex3: Verify that supplier access to organization resources is deactivated promptly when it is no longer needed</p>
	<p>Ex4: Verify that assets containing the organization’s data are returned or properly disposed of in a timely, controlled, and safe manner</p>
	<p>Ex5: Develop and execute a plan for terminating or transitioning supplier relationships that takes supply chain security risk and resiliency into account</p>
	<p>Ex6: Mitigate risks to data and systems created by supplier termination</p>
	<p>Ex7: Manage data leakage risks associated with supplier termination</p>



Subcategory	Implementation Examples
Function: IDENTIFY (ID): The organization’s current cybersecurity risks are understood	
Category: Asset Management (ID.AM): Assets (e.g., data, hardware, software, systems, facilities, services, people) that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization’s risk strategy	
Subcategory	Implementation Examples
ID.AM-01: Inventories of hardware managed by the organization are maintained	Ex1: Maintain inventories for all types of hardware, including IT, IoT, OT, and mobile devices
	Ex2: Constantly monitor networks to detect new hardware and automatically update inventories
ID.AM-02: Inventories of software, services, and systems managed by the organization are maintained	Ex1: Maintain inventories for all types of software and services, including commercial-off-the-shelf, open-source, custom applications, API services, and cloud-based applications and services
	Ex2: Constantly monitor all platforms, including containers and virtual machines, for software and service inventory changes
	Ex3: Maintain an inventory of the organization’s systems
ID.AM-03: Representations of the organization’s authorized network communication and internal and external network data flows are maintained	Ex1: Maintain baselines of communication and data flows within the organization’s wired and wireless networks
	Ex2: Maintain baselines of communication and data flows between the organization and third parties
	Ex3: Maintain baselines of communication and data flows for the organization’s infrastructure-as-a-service (IaaS) usage
	Ex4: Maintain documentation of expected network ports, protocols, and services that are typically used among authorized systems
ID.AM-04: Inventories of services provided by suppliers are maintained	Ex1: Inventory all external services used by the organization, including third-party infrastructure-as-a-service (IaaS), platform-as-a-service (PaaS), and software-as-a-service (SaaS) offerings; APIs; and other externally hosted application services
	Ex2: Update the inventory when a new external service is going to be utilized to ensure adequate cybersecurity risk management monitoring of the organization’s use of that service
ID.AM-05: Assets are prioritized based on classification, criticality, resources, and impact on the mission	Ex1: Define criteria for prioritizing each class of assets
	Ex2: Apply the prioritization criteria to assets
	Ex3: Track the asset priorities and update them periodically or when significant changes to the organization occur
ID.AM-07: Inventories of data and corresponding metadata for designated data types are maintained	Ex1: Maintain a list of the designated data types of interest (e.g., personally identifiable information, protected health information, financial account numbers, organization intellectual property, operational technology data)
	Ex2: Continuously discover and analyze ad hoc data to identify new instances of designated data types
	Ex3: Assign data classifications to designated data types through tags or labels
	Ex4: Track the provenance, data owner, and geolocation of each instance of designated data types
ID.AM-08: Systems, hardware, software, services, and data are	Ex1: Integrate cybersecurity considerations throughout the life cycles of systems, hardware, software, and services
	Ex2: Integrate cybersecurity considerations into product life cycles



Subcategory	Implementation Examples
managed throughout their life cycles	Ex3: Identify unofficial uses of technology to meet mission objectives (i.e., “shadow IT”)
	Ex4: Periodically identify redundant systems, hardware, software, and services that unnecessarily increase the organization’s attack surface
	Ex5: Properly configure and secure systems, hardware, software, and services prior to their deployment in production
	Ex6: Update inventories when systems, hardware, software, and services are moved or transferred within the organization
	Ex7: Securely destroy stored data based on the organization’s data retention policy using the prescribed destruction method, and keep and manage a record of the destructions
	Ex8: Securely sanitize data storage when hardware is being retired, decommissioned, reassigned, or sent for repairs or replacement
	Ex9: Offer methods for destroying paper, storage media, and other physical forms of data storage
Category: Risk Assessment (ID.RA): The cybersecurity risk to the organization, assets, and individuals is understood by the organization	
Subcategory	Implementation Examples
ID.RA-01: Vulnerabilities in assets are identified, validated, and recorded	Ex1: Use vulnerability management technologies to identify unpatched and misconfigured software
	Ex2: Assess network and system architectures for design and implementation weaknesses that affect cybersecurity
	Ex3: Review, analyze, or test organization-developed software to identify design, coding, and default configuration vulnerabilities
	Ex4: Assess facilities that house critical computing assets for physical vulnerabilities and resilience issues
	Ex5: Monitor sources of cyber threat intelligence for information on new vulnerabilities in products and services
	Ex6: Review processes and procedures for weaknesses that could be exploited to affect cybersecurity
ID.RA-02: Cyber threat intelligence is received from information sharing forums and sources	Ex1: Configure cybersecurity tools and technologies with detection or response capabilities to securely ingest cyber threat intelligence feeds
	Ex2: Receive and review advisories from reputable third parties on current threat actors and their tactics, techniques, and procedures (TTPs)
	Ex3: Monitor sources of cyber threat intelligence for information on the types of vulnerabilities that emerging technologies may have
ID.RA-03: Internal and external threats to the organization are identified and recorded	Ex1: Use cyber threat intelligence to maintain awareness of the types of threat actors likely to target the organization and the TTPs they are likely to use
	Ex2: Perform threat hunting to look for signs of threat actors within the environment
	Ex3: Implement processes for identifying internal threat actors
ID.RA-04: Potential impacts and likelihoods of threats exploiting	Ex1: Business leaders and cybersecurity risk management practitioners work together to estimate the likelihood and impact of risk scenarios and record them in risk registers



Subcategory	Implementation Examples
vulnerabilities are identified and recorded	Ex2: Enumerate the potential business impacts of unauthorized access to the organization’s communications, systems, and data processed in or by those systems
	Ex3: Account for the potential impacts of cascading failures for systems of systems
ID.RA-05: Threats, vulnerabilities, likelihoods, and impacts are used to understand inherent risk and inform risk response prioritization	Ex1: Develop threat models to better understand risks to the data and identify appropriate risk responses
	Ex2: Prioritize cybersecurity resource allocations and investments based on estimated likelihoods and impacts
ID.RA-06: Risk responses are chosen, prioritized, planned, tracked, and communicated	Ex1: Apply the vulnerability management plan’s criteria for deciding whether to accept, transfer, mitigate, or avoid risk
	Ex2: Apply the vulnerability management plan’s criteria for selecting compensating controls to mitigate risk
	Ex3: Track the progress of risk response implementation (e.g., plan of action and milestones [POA&M], risk register, risk detail report)
	Ex4: Use risk assessment findings to inform risk response decisions and actions
	Ex5: Communicate planned risk responses to affected stakeholders in priority order
ID.RA-07: Changes and exceptions are managed, assessed for risk impact, recorded, and tracked	Ex1: Implement and follow procedures for the formal documentation, review, testing, and approval of proposed changes and requested exceptions
	Ex2: Document the possible risks of making or not making each proposed change, and provide guidance on rolling back changes
	Ex3: Document the risks related to each requested exception and the plan for responding to those risks
	Ex4: Periodically review risks that were accepted based upon planned future actions or milestones
ID.RA-08: Processes for receiving, analyzing, and responding to vulnerability disclosures are established	Ex1: Conduct vulnerability information sharing between the organization and its suppliers following the rules and protocols defined in contracts
	Ex2: Assign responsibilities and verify the execution of procedures for processing, analyzing the impact of, and responding to cybersecurity threat, vulnerability, or incident disclosures by suppliers, customers, partners, and government cybersecurity organizations
ID.RA-09: Hardware and software authenticity and integrity of are assessed prior to acquisition & use	Ex1: Assess the authenticity and cybersecurity of critical technology products and services prior to acquisition and use
ID.RA-10: Critical suppliers are assessed prior to acquisition	Ex1: Conduct supplier risk assessments against business and applicable cybersecurity requirements, including the supply chain
Category: Improvement (ID.IM): Improvements to organizational cybersecurity risk management processes, procedures and activities are identified across all CSF Functions	
Subcategory	Implementation Examples
ID.IM-01: Improvements are identified from evaluations	Ex1: Perform self-assessments of critical services that take current threats and TTPs into consideration
	Ex2: Invest in third-party assessments or independent audits of the effectiveness of the organization’s cybersecurity program to identify areas that need improvement

Subcategory	Implementation Examples
	Ex3: Constantly evaluate compliance with selected cybersecurity requirements through automated means
ID.IM-02: Improvements are identified from security tests and exercises, including those done in coordination with suppliers and relevant third parties	Ex1: Identify improvements for future incident response activities based on findings from incident response assessments (e.g., tabletop exercises and simulations, tests, internal reviews, independent audits)
	Ex2: Identify improvements for future business continuity, disaster recovery, and incident response activities based on exercises performed in coordination with critical service providers and product suppliers
	Ex3: Involve internal stakeholders (e.g., senior executives, legal department, HR) in security tests and exercises as appropriate
	Ex4: Perform penetration testing to identify opportunities to improve the security posture of selected high-risk systems as approved by leadership
	Ex5: Exercise contingency plans for responding to and recovering from the discovery that products or services did not originate with the contracted supplier or partner or were altered before receipt
	Ex6: Collect and analyze performance metrics using security tools and services to inform improvements to the cybersecurity program
ID.IM-03: Improvements are identified from execution of operational processes, procedures, and activities	Ex1: Conduct collaborative lessons learned sessions with suppliers
	Ex2: Annually review cybersecurity policies, processes, and procedures to take lessons learned into account
	Ex3: Use metrics to assess operational cybersecurity performance over time
ID.IM-04: Incident response plans and other cybersecurity plans that affect operations are established, communicated, maintained, and improved	Ex1: Establish contingency plans (e.g., incident response, business continuity, disaster recovery) for responding to and recovering from adverse events that can interfere with operations, expose confidential information, or otherwise endanger the organization’s mission and viability
	Ex2: Include contact and communication information, processes for handling common scenarios, and criteria for prioritization, escalation, and elevation in all contingency plans
	Ex3: Create a vulnerability management plan to identify and assess all types of vulnerabilities and to prioritize, test, and implement risk responses
	Ex4: Communicate cybersecurity plans (including updates) to those responsible for carrying them out and to affected parties
	Ex5: Review and update all cybersecurity plans annually or when a need for significant improvements is identified
Function: PROTECT (PR): Safeguards to manage the organization’s cybersecurity risks are used	
Category: Identity Management, Authentication, and Access Control (PR.AA): Access to physical and logical assets is limited to authorized users, services, and hardware and managed commensurate with the assessed risk of unauthorized access	
Subcategory	Implementation Examples
PR.AA-01: Identities and credentials for authorized users, services, and hardware are managed by the organization	Ex1: Initiate requests for new access or additional access for employees, contractors, and others, and track, review, and fulfill the requests, with permission from system or data owners when needed
	Ex2: Issue, manage, and revoke cryptographic certificates and identity tokens, cryptographic keys (i.e., key management), and other credentials
	Ex3: Select a unique identifier for each device from immutable hardware characteristics or an identifier securely provisioned to the device



Subcategory	Implementation Examples
	Ex4: Physically label authorized hardware with an identifier for inventory and servicing purposes
PR.AA-02: Identities are proofed and bound to credentials based on the context of interactions	Ex1: Verify a person’s claimed identity at enrollment time using government-issued identity credentials (e.g., passport, visa, driver’s license)
	Ex2: Issue a different credential for each person (i.e., no credential sharing)
PR.AA-03: Users, services, and hardware are authenticated	Ex1: Require multifactor authentication
	Ex2: Enforce policies for the minimum strength of passwords, PINs, and similar authenticators
	Ex3: Periodically reauthenticate users, services, and hardware based on risk (e.g., in zero trust architectures)
	Ex4: Ensure that authorized personnel can access accounts essential for protecting safety under emergency conditions
PR.AA-04: Identity assertions are protected, conveyed, and verified	Ex1: Protect identity assertions that are used to convey authentication and user information through single sign-on systems
	Ex2: Protect identity assertions that are used to convey authentication and user information between federated systems
	Ex3: Implement standards-based approaches for identity assertions in all contexts, and follow all guidance for the generation (e.g., data models, metadata), protection (e.g., digital signing, encryption), and verification (e.g., signature validation) of identity assertions
PR.AA-05: Access permissions, entitlements, and authorizations are defined in a policy, managed, enforced, and reviewed, and incorporate the principles of least privilege and separation of duties	Ex1: Review logical and physical access privileges periodically and whenever someone changes roles or leaves the organization, and promptly rescind privileges that are no longer needed
	Ex2: Take attributes of the requester and the requested resource into account for authorization decisions (e.g., geolocation, day/time, requester endpoint’s cyber health)
	Ex3: Restrict access and privileges to the minimum necessary (e.g., zero trust architecture)
	Ex4: Periodically review the privileges associated with critical business functions to confirm proper separation of duties
PR.AA-06: Physical access to assets is managed, monitored, and enforced commensurate with risk	Ex1: Use security guards, security cameras, locked entrances, alarm systems, and other physical controls to monitor facilities and restrict access
	Ex2: Employ additional physical security controls for areas that contain high-risk assets
	Ex3: Escort guests, vendors, and other third parties within areas that contain business-critical assets
Category: Awareness and Training (PR.AT): The organization’s personnel are provided with cybersecurity awareness and training so that they can perform their cybersecurity-related tasks	
Subcategory	Implementation Examples
PR.AT-01: Personnel are provided with awareness and training so that they possess the knowledge and skills to perform general tasks with cybersecurity risks in mind	Ex1: Provide basic cybersecurity awareness and training to employees, contractors, partners, suppliers, and all other users of the organization’s non-public resources
	Ex2: Train personnel to recognize social engineering attempts and other common attacks, report attacks and suspicious activity, comply with acceptable use policies, and perform basic cyber hygiene tasks (e.g., patching software, choosing passwords, protecting credentials)



Subcategory	Implementation Examples
	Ex3: Explain the consequences of cybersecurity policy violations, both to individual users and the organization as a whole
	Ex4: Periodically assess or test users on their understanding of basic cybersecurity practices
	Ex5: Require annual refreshers to reinforce existing practices and introduce new practices
PR.AT-02: Individuals in specialized roles are provided with awareness and training so that they possess the knowledge and skills to perform relevant tasks with cybersecurity risks in mind	Ex1: Identify the specialized roles within the organization that require additional cybersecurity training, such as physical and cybersecurity personnel, finance personnel, senior leadership, and anyone with access to business-critical data
	Ex2: Provide role-based cybersecurity awareness and training to all those in specialized roles, including contractors, partners, suppliers, and other third parties
	Ex3: Periodically assess or test users on their understanding of cybersecurity practices for their specialized roles
	Ex4: Require annual refreshers to reinforce existing practices and introduce new practices
Category: Data Security (PR.DS): Data are managed consistent with the organization’s risk strategy to protect the confidentiality, integrity, and availability of information	
Subcategory	Implementation Examples
PR.DS-01: The confidentiality, integrity, and availability of data-at-rest are protected	Ex1: Use encryption, digital signatures, and cryptographic hashes to protect the confidentiality and integrity of stored data in files, databases, virtual machine disk images, container images, and other resources
	Ex2: Use full disk encryption to protect data stored on user endpoints
	Ex3: Confirm the integrity of software by validating signatures
	Ex4: Restrict the use of removable media to prevent data exfiltration
	Ex5: Physically secure removable media containing unencrypted sensitive information, such as within locked offices or file cabinets
PR.DS-02: The confidentiality, integrity, and availability of data-in-transit are protected	Ex1: Use encryption, digital signatures, and cryptographic hashes to protect the confidentiality and integrity of network communications
	Ex2: Automatically encrypt or block outbound emails and other communications that contain sensitive data, depending on the data classification
	Ex3: Block access to personal email, file sharing, file storage services, and other personal communications applications and services from organizational systems and networks
	Ex4: Prevent reuse of sensitive data from production environments (e.g., customer records) in development, testing, and other non-production environments
PR.DS-10: The confidentiality, integrity, and availability of data-in-use are protected	Ex1: Remove data that must remain confidential (e.g., from processors and memory) as soon as it is no longer needed
	Ex2: Protect data in use from access by other users and processes of the same platform
PR.DS-11: Backups of data are created, protected, maintained, and tested	Ex1: Continuously back up critical data in near-real-time, and back up other data frequently at agreed-upon schedules
	Ex2: Test backups and restores for all types of data sources at least annually



Subcategory	Implementation Examples
	<p>Ex3: Securely store some backups offline and offsite so that an incident or disaster will not damage them</p> <p>Ex4: Enforce geographic separation and geolocation restrictions for data backup storage</p>
<p>Category: Platform Security (PR.PS): The hardware, software (e.g., firmware, operating systems, applications), and services of physical and virtual platforms are managed consistent with the organization’s risk strategy to protect their confidentiality, integrity, and availability</p>	
Subcategory	Implementation Examples
<p>PR.PS-01: Configuration management practices are established and applied</p>	<p>Ex1: Establish, test, deploy, and maintain hardened baselines that enforce the organization’s cybersecurity policies and provide only essential capabilities (i.e., principle of least functionality)</p>
	<p>Ex2: Review all default configuration settings that may potentially impact cybersecurity when installing or upgrading software</p>
	<p>Ex3: Monitor implemented software for deviations from approved baselines</p>
<p>PR.PS-02: Software is maintained, replaced, and removed commensurate with risk</p>	<p>Ex1: Perform routine and emergency patching within the timeframes specified in the vulnerability management plan</p>
	<p>Ex2: Update container images, and deploy new container instances to replace rather than update existing instances</p>
	<p>Ex3: Replace end-of-life software and service versions with supported, maintained versions</p>
	<p>Ex4: Uninstall and remove unauthorized software and services that pose undue risks</p>
	<p>Ex5: Uninstall and remove any unnecessary software components (e.g., operating system utilities) that attackers might misuse</p>
	<p>Ex6: Define and implement plans for software and service end-of-life maintenance support and obsolescence</p>
<p>PR.PS-03: Hardware is maintained, replaced, and removed commensurate with risk</p>	<p>Ex1: Replace hardware when it lacks needed security capabilities or when it cannot support software with needed security capabilities</p>
	<p>Ex2: Define and implement plans for hardware end-of-life maintenance support and obsolescence</p>
	<p>Ex3: Perform hardware disposal in a secure, responsible, and auditable manner</p>
<p>PR.PS-04: Log records are generated and made available for continuous monitoring</p>	<p>Ex1: Configure all operating systems, applications, and services (including cloud-based services) to generate log records</p>
	<p>Ex2: Configure log generators to securely share their logs with the organization’s logging infrastructure systems and services</p>
	<p>Ex3: Configure log generators to record the data needed by zero-trust architectures</p>
<p>PR.PS-05: Installation and execution of unauthorized software are prevented</p>	<p>Ex1: When risk warrants it, restrict software execution to permitted products only or deny the execution of prohibited and unauthorized software</p>
	<p>Ex2: Verify the source of new software and the software’s integrity before installing it</p>
	<p>Ex3: Configure platforms to use only approved DNS services that block access to known malicious domains</p>
	<p>Ex4: Configure platforms to allow the installation of organization-approved software only</p>

Subcategory	Implementation Examples
PR.PS-06: Secure software development practices are integrated, and their performance is monitored throughout the software development life cycle	Ex1: Protect all components of organization-developed software from tampering and unauthorized access
	Ex2: Secure all software produced by the organization, with minimal vulnerabilities in their releases
	Ex3: Maintain the software used in production environments, and securely dispose of software once it is no longer needed
Category: Technology Infrastructure Resilience (PR.IR): Security architectures are managed with the organization’s risk strategy to protect asset confidentiality, integrity, and availability, and organizational resilience	
Subcategory	Implementation Examples
PR.IR-01: Networks and environments are protected from unauthorized logical access and usage	Ex1: Logically segment organization networks and cloud-based platforms according to trust boundaries and platform types (e.g., IT, IoT, OT, mobile, guests), and permit required communications only between segments
	Ex2: Logically segment organization networks from external networks, and permit only necessary communications to enter the organization’s networks from the external networks
	Ex3: Implement zero trust architectures to restrict network access to each resource to the minimum necessary
	Ex4: Check the cyber health of endpoints before allowing them to access and use production resources
PR.IR-02: The organization’s technology assets are protected from environmental threats	Ex1: Protect organizational equipment from known environmental threats, such as flooding, fire, wind, and excessive heat and humidity
	Ex2: Include protection from environmental threats and provisions for adequate operating infrastructure in requirements for service providers that operate systems on the organization's behalf
PR.IR-03: Mechanisms are implemented to achieve resilience requirements in normal and adverse situations	Ex1: Avoid single points of failure in systems and infrastructure
	Ex2: Use load balancing to increase capacity and improve reliability
	Ex3: Use high-availability components like redundant storage and power supplies to improve system reliability
PR.IR-04: Adequate resource capacity to ensure availability is maintained	Ex1: Monitor usage of storage, power, compute, network bandwidth, and other resources
	Ex2: Forecast future needs, and scale resources accordingly
Function: DETECT (DE): Possible cybersecurity attacks and compromises are found and analyzed	
Category: Continuous Monitoring (DE.CM): Assets are monitored to find anomalies, indicators of compromise, and other potentially adverse events	
Subcategory	Implementation Examples
DE.CM-01: Networks and network services are monitored to find potentially adverse events	Ex1: Monitor DNS, BGP, and other network services for adverse events
	Ex2: Monitor wired and wireless networks for connections from unauthorized endpoints
	Ex3: Monitor facilities for unauthorized or rogue wireless networks
	Ex4: Compare actual network flows against baselines to detect deviations
	Ex5: Monitor network communications to identify changes in security postures for zero trust purposes
DE.CM-02: The physical environment is monitored to find potentially adverse events	Ex1: Monitor logs from physical access control systems (e.g., badge readers) to find unusual access patterns (e.g., deviations from the norm) and failed access attempts



Subcategory	Implementation Examples
	<p>Ex2: Review and monitor physical access records (e.g., from visitor registration, sign-in sheets)</p> <p>Ex3: Monitor physical access controls (e.g., locks, latches, hinge pins, alarms) for signs of tampering</p> <p>Ex4: Monitor the physical environment using alarm systems, cameras, and security guards</p>
<p>DE.CM-03: Personnel activity and technology usage are monitored to find potentially adverse events</p>	<p>Ex1: Use behavior analytics software to detect anomalous user activity to mitigate insider threats</p> <p>Ex2: Monitor logs from logical access control systems to find unusual access patterns and failed access attempts</p> <p>Ex3: Continuously monitor deception technology, including user accounts, for any usage</p>
<p>DE.CM-06: External service provider activities and services are monitored to find potentially adverse events</p>	<p>Ex1: Monitor remote and onsite administration and maintenance activities that external providers perform on organizational systems</p> <p>Ex2: Monitor activity from cloud-based services, internet service providers, and other service providers for deviations from expected behavior</p>
<p>DE.CM-09: Computing hardware and software, runtime environments, and their data are monitored to find potentially adverse events</p>	<p>Ex1: Monitor email, web, file sharing, collaboration services, and other common attack vectors to detect malware, phishing, data leaks and exfiltration, and other adverse events</p> <p>Ex2: Monitor authentication attempts to identify attacks against credentials and unauthorized credential reuse</p> <p>Ex3: Monitor software configurations for deviations from security baselines</p> <p>Ex4: Monitor hardware and software for signs of tampering</p> <p>Ex5: Use technologies with a presence on endpoints to detect cyber health issues (e.g., missing patches, malware infections, unauthorized software), and redirect the endpoints to a remediation environment before access is authorized</p>
<p>Category: Adverse Event Analysis (DE.AE): Anomalies, indicators of compromise, and other potentially adverse events are analyzed to characterize the events and detect cybersecurity incidents</p>	
Subcategory	Implementation Examples
<p>DE.AE-02: Potentially adverse events are analyzed to better understand associated activities</p>	<p>Ex1: Use security information and event management (SIEM) or other tools to continuously monitor log events for known malicious and suspicious activity</p> <p>Ex2: Utilize up-to-date cyber threat intelligence in log analysis tools to improve detection accuracy and characterize threat actors, their methods, and indicators of compromise</p> <p>Ex3: Regularly conduct manual reviews of log events for technologies that cannot be sufficiently monitored through automation</p> <p>Ex4: Use log analysis tools to generate reports on their findings</p>
<p>DE.AE-03: Information is correlated from multiple sources</p>	<p>Ex1: Constantly transfer log data generated by other sources to a relatively small number of log servers</p> <p>Ex2: Use event correlation technology (e.g., SIEM) to collect information captured by multiple sources</p> <p>Ex3: Utilize cyber threat intelligence to help correlate events among log sources</p>

Subcategory	Implementation Examples
DE.AE-04: The estimated impact and scope of adverse events are understood	Ex1: Use SIEMs or other tools to estimate impact and scope, and review and refine the estimates
	Ex2: A person creates their own estimates of impact and scope
DE.AE-06: Information on adverse events is provided to authorized staff and tools	Ex1: Use cybersecurity software to generate alerts and provide them to the security operations center (SOC), incident responders, and incident response tools
	Ex2: Incident responders and other authorized personnel can access log analysis findings at all times
	Ex3: Automatically create and assign tickets in the organization’s ticketing system when certain types of alerts occur
	Ex4: Manually create and assign tickets in the organization’s ticketing system when technical staff discover indicators of compromise
DE.AE-07: Cyber threat intelligence and other contextual information are integrated into the analysis	Ex1: Securely provide cyber threat intelligence feeds to detection technologies, processes, and personnel
	Ex2: Securely provide information from asset inventories to detection technologies, processes, and personnel
	Ex3: Rapidly acquire and analyze vulnerability disclosures for the organization’s technologies from suppliers, vendors, and third-party security advisories
DE.AE-08: Incidents are declared when adverse events meet the defined incident criteria	Ex1: Apply incident criteria to known and assumed characteristics of activity in order to determine whether an incident should be declared
	Ex2: Take known false positives into account when applying incident criteria
Function: RESPOND (RS): Actions regarding a detected cybersecurity incident are taken	
Category: Incident Management (RS.MA): Responses to detected cybersecurity incidents are managed	
Subcategory	Implementation Examples
RS.MA-01: The incident response plan is executed in coordination with relevant third parties once an incident is declared	Ex1: Detection technologies automatically report confirmed incidents
	Ex2: Request incident response assistance from the organization’s incident response outsourcer
	Ex3: Designate an incident lead for each incident
	Ex4: Initiate execution of additional cybersecurity plans as needed to support incident response (for example, business continuity and disaster recovery)
RS.MA-02: Incident reports are triaged and validated	Ex1: Preliminarily review incident reports to confirm that they are cybersecurity-related and necessitate incident response activities
	Ex2: Apply criteria to estimate the severity of an incident
RS.MA-03: Incidents are categorized and prioritized	Ex1: Further review and categorize incidents based on the type of incident (e.g., data breach, ransomware, DDoS, account compromise)
	Ex2: Prioritize incidents based on their scope, likely impact, and time-critical nature
	Ex3: Select incident response strategies for active incidents by balancing the need to quickly recover from an incident with the need to observe the attacker or conduct a more thorough investigation
RS.MA-04: Incidents are escalated or elevated as needed	Ex1: Track and validate the status of all ongoing incidents
	Ex2: Coordinate incident escalation or elevation with designated internal and external stakeholders



Subcategory	Implementation Examples
RS.MA-05: The criteria for initiating incident recovery are applied	Ex1: Apply incident recovery criteria to known and assumed characteristics of the incident to determine whether incident recovery processes should be initiated
	Ex2: Take the possible operational disruption of incident recovery activities into account
Incident Analysis (RS.AN): Investigations are conducted to ensure effective response and support forensics and recovery activities	
Subcategory	Implementation Examples
RS.AN-03: Analysis is performed to establish what has taken place during an incident and the root cause of the incident	Ex1: Determine the sequence of events that occurred during the incident and which assets and resources were involved in each event
	Ex2: Attempt to determine what vulnerabilities, threats, and threat actors were directly or indirectly involved in the incident
	Ex3: Analyze the incident to find the underlying, systemic root causes
	Ex4: Check any cyber deception technology for additional information on attacker behavior
RS.AN-06: Actions performed during an investigation are recorded, and the records' integrity and provenance are preserved	Ex1: Require each incident responder and others (e.g., system administrators, cybersecurity engineers) who perform incident response tasks to record their actions and make the record immutable
	Ex2: Require the incident lead to document the incident in detail and be responsible for preserving the integrity of the documentation and the sources of all information being reported
RS.AN-07: Incident data and metadata are collected, and their integrity and provenance are preserved	Ex1: Collect, preserve, and safeguard the integrity of all pertinent incident data and metadata (e.g., data source, date/time of collection) based on evidence preservation and chain-of-custody procedures
RS.AN-08: An incident's magnitude is estimated and validated	Ex1: Review other potential targets of the incident to search for indicators of compromise and evidence of persistence
	Ex2: Automatically run tools on targets to look for indicators of compromise and evidence of persistence
Incident Response Reporting and Communication (RS.CO): Response activities are coordinated with internal and external stakeholders as required by laws, regulations, or policies	
Subcategory	Implementation Examples
RS.CO-02: Internal and external stakeholders are notified of incidents	Ex1: Follow the organization's breach notification procedures after discovering a data breach incident, including notifying affected customers
	Ex2: Notify business partners and customers of incidents in accordance with contractual requirements
	Ex3: Notify law enforcement agencies and regulatory bodies of incidents based on criteria in the incident response plan and management approval
RS.CO-03: Information is shared with designated internal and external stakeholders	Ex1: Securely share information consistent with response plans and information sharing agreements
	Ex2: Voluntarily share information about an attacker's observed TTPs, with all sensitive data removed, with an Information Sharing and Analysis Center (ISAC)
	Ex3: Notify HR when malicious insider activity occurs
	Ex4: Regularly update senior leadership on the status of major incidents

Subcategory	Implementation Examples
	Ex5: Follow the rules and protocols defined in contracts for incident information sharing between the organization and its suppliers
	Ex6: Coordinate crisis communication methods between the organization and its critical suppliers
Incident Mitigation (RS.MI): Activities are performed to prevent expansion of an event and mitigate its effects	
Subcategory	Implementation Examples
RS.MI-01: Incidents are contained	Ex1: Cybersecurity technologies (e.g., antivirus software) and cybersecurity features of other technologies (e.g., operating systems, network infrastructure devices) automatically perform containment actions
	Ex2: Allow incident responders to manually select and perform containment actions
	Ex3: Allow a third party (e.g., internet service provider, managed security service provider) to perform containment actions on behalf of the organization
	Ex4: Automatically transfer compromised endpoints to a remediation virtual local area network (VLAN)
RS.MI-02: Incidents are eradicated	Ex1: Cybersecurity technologies and cybersecurity features of other technologies (e.g., operating systems, network infrastructure devices) automatically perform eradication actions
	Ex2: Allow incident responders to manually select and perform eradication actions
	Ex3: Allow a third party (e.g., managed security service provider) to perform eradication actions on behalf of the organization
Function: RECOVER (RC): Assets and operations affected by a cybersecurity incident are restored	
Category: Incident Recovery Plan Execution (RC.RP): Restoration activities are performed to ensure operational availability of systems and services affected by cybersecurity incidents	
Subcategory	Implementation Examples
RC.RP-01: The recovery portion of the incident response plan is executed once initiated from the incident response process	Ex1: Begin recovery procedures during or after incident response processes
	Ex2: Make all individuals with recovery responsibilities aware of the plans for recovery and the authorizations required to implement each aspect of the plans
RC.RP-02: Recovery actions are selected, scoped, prioritized, and performed	Ex1: Select recovery actions based on the criteria defined in the incident response plan and available resources
	Ex2: Change planned recovery actions based on a reassessment of organizational needs and resources
RC.RP-03: The integrity of backups and other restoration assets is verified before using them for restoration	Ex1: Check restoration assets for indicators of compromise, file corruption, and other integrity issues before use
RC.RP-04: Critical mission functions and cybersecurity risk management are considered to establish post-incident operational norms	Ex1: Use business impact and system categorization records (including service delivery objectives) to validate that essential services are restored in the appropriate order
	Ex2: Work with system owners to confirm the successful restoration of systems and the return to normal operations
	Ex3: Monitor the performance of restored systems to verify the adequacy of the restoration



Subcategory	Implementation Examples
RC.RP-05: The integrity of restored assets is verified, systems and services are restored, and normal operating status is confirmed	Ex1: Check restored assets for indicators of compromise and remediation of root causes of the incident before production use
	Ex2: Verify the correctness and adequacy of the restoration actions taken before putting a restored system online
RC.RP-06: The end of incident recovery is declared based on criteria, and incident-related documentation is completed	Ex1: Prepare an after-action report that documents the incident itself, the response and recovery actions taken, and lessons learned
	Ex2: Declare the end of incident recovery once the criteria are met
Category: Incident Recovery Communication (RC.CO): Restoration activities are coordinated with internal and external parties	
Subcategory	Implementation Examples
RC.CO-03: Recovery activities and progress in restoring operational capabilities are communicated to designated internal and external stakeholders	Ex1: Securely share recovery information, including restoration progress, consistent with response plans and information sharing agreements
	Ex2: Regularly update senior leadership on recovery status and restoration progress for major incidents
	Ex3: Follow the rules and protocols defined in contracts for incident information sharing between the organization and its suppliers
	Ex4: Coordinate crisis communication between the organization and its critical suppliers
RC.CO-04: Public updates on incident recovery are shared using approved methods and messaging	Ex1: Follow the organization’s breach notification procedures for recovering from a data breach incident
	Ex2: Explain the steps being taken to recover from the incident and to prevent a recurrence

Item #25

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: February 6, 2026
RE: January Financial Reports

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

- ❖ 2025 Tax Note debt service payment to BOKF, NA - \$430,096
- ❖ 2023 Tax Note debt service payment to BOKF, NA - \$471,200
- ❖ 2022 Tax Note debt service payment to Amegy Bank - \$181,679
- ❖ 2021 Tax Note debt service payment to Amegy Bank - \$106,780
- ❖ 2019 CO's debt service payment to UMB Bank - \$166,025
- ❖ QECB infrastructure upgrade lease payment - \$115,836
- ❖ TMLIRP Workers' Compensation, Property, & Liability insurance (annual) - \$261,429
- ❖ Lost Pines Groundwater Conservation District user fee for Jan to Sept - \$36,915
- ❖ State court criminal costs and fees (quarterly) - \$6,857
- ❖ aviation fuel for airport fuel concessions - \$31,200
- ❖ purchase of electricity from UGE Smithville Solar One and Solar Two - \$15,675
- ❖ legal services - \$16,940
- ❖ 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) - \$31
- ❖ Boswell & Reyes: site visit for 600K water storage tank (soil and paint sample testing) - \$14,500

Tax Note, Series 2022 expenses included:

- ❖ Cutright & Prihoda: city match for TDA Innovation Center grant - \$4,095

Grant expenditures included:

- ❖ General Land Office CDBG-MIT Resilient Community Program Grant (Comprehensive Plan): Langford Management Services - \$20,000
- ❖ General Land Office CDBG-MIT Grant: Lanford Management, BEFCO Engineering, CC Carlton construction (Loop 230 Detention Pond), and M&C Fonseca (4th-6th Drainage Improvements - \$222,856
- ❖ HMGP DR-4485 (Generators at Water Plants): TRC Engineers & Langford Management fees - \$2,279
- ❖ TDA TxCDBG Fire, Ambulance, Service Truck Rural Outreach & Wellness: vehicle registration fees - \$2,372

Have a great weekend,

Cynthia

ESTIMATED FUND BALANCES

@ January 31, 2026

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) @ January 31, 2026 \$615,031
Revenues Over/Under Expenditures

Estimated Fund Balance @ January 31, 2026 \$2,353,591

Estimated Fund Balance Over/Under Recommended \$602,254

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) @ January 31, 2026 (\$469,204)
Revenues Over/Under Expenditures

Estimated Fund Balance @ January 31, 2026 \$768,274

Estimated Fund Balance Over/Under Recommended (\$1,039,758)

CITY OF SMITHVILLE
 CASH BALANCES & RESERVES @ 1/31/26 @ 1/31/25

CASH OPERATING ACCOUNTS:		
General Fund	352,327	723,422
Utility Fund	23,492	46,024
Credit Card Pmts	174,884	122,479
Fireman's Pension	24,952	26,147
HOMES Grant Fund	239	239
HRA Trust Fund	82,422	67,339
Library Contributions Fund	221,146	213,409
Railroad Park	708	713
TxCDBG Project	61	61
Police Seized Assets	7,449	7,210
Grants Account	76,138	49,402
HMGP Grants	0	0
TxDOT Sidewalk Grants	0	0
Friends of Smithville	1,884	1,823
Independence Park	6,935	6,713
Smithville TX Veterans Memorial Park	0	9,401
Coronavirus Local Fiscal Recovery	205	18,114
GLO CDBG-MIT Grant	2,163	1,448
2025 Tax Note Project Fund	2,674,919	0
Total Cash on Hand	3,649,924	1,293,946

INVESTED FUNDS		<i>Matures</i>	
<i>CERTIFICATES OF DEPOSIT:</i>			
General - Operations	56,530	Aug-26	55,002
General - Library Contributions	153,822	Mar-26	148,700
General - Library Contributions	121,419	Nov-27	118,136
Utility - Operations	154,876	Oct-26	149,343
Utility - Operations #2	119,056	Aug-26	114,838
Utility - Designated Customer Dep	102,844	Apr-26	100,063
Utility - Customer Deposits	35,939	Mar-26	34,968
Economic Development (IDF)	58,549	Dec-27	56,966
Utility '01 CO/SWS FNMA	130,741	Oct-27	127,446
<i>INVESTMENT POOL ACCOUNTS</i>			
General - Operations	1,831		1,748
Utility - Operations	1,330		2,043
Capital Replacement Fund	406		19,683
Maintenance Bond Deposits	94,727		90,721
Interest & Sinking	441,926		532,052
'07 CoFO Project Funds	89		85
'19 CoFO Project Funds	811,122		667,742
'23 Tax Note Project Funds	566,245		993,687
<i>SAVINGS ACCOUNTS</i>			
Airport Fly-in	10,465		10,458
PEG Capital Fee	20,385		20,365
TOTAL INVESTED FUNDS:	2,882,104		3,244,045

ACCOUNTS RECEIVABLE		
Gen/Util - Miscellaneous	320,736	261,431
Utility Billings - Current	827,158	654,387
Utility Billings - Delinquent	123,737	106,059
Total Accounts Receivable	1,271,631	1,021,877
TOTAL CASH & RECEIVABLES	7,803,659	6,659,869

RESERVE AMOUNTS		
Res Bond Debt Service	441,926	532,052
Res Bond Project Funds	1,377,457	1,661,514
Res Customer Deposits	120,650	117,682
Res Economic Development	58,549	56,966
Res Firemen's Pension	24,952	26,147
Designated Court Technology	0	456
Designated Library	496,386	480,245
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	7,449	7,210
Designated Grants Account	76,138	49,402
Designated HMGP Grants	0	0
Designated TxDOT Sidewalk Grants	0	0
Designated-Independence Park	6,935	6,713
Designated-Veterans Memorial Park	0	9,401
Designated-Smithville Cares	1,884	1,823
Designated-CLFRF	205	18,114
Designated-GLO CDBG-MIT	2,163	1,448
Designated Maintenance Bond Dep	94,727	90,721
Total Reserve Amounts	2,711,890	3,061,630

ACCOUNTS PAYABLE		
General	346,180	319,019
Utility	381,247	397,980
Total Accts Payable	727,427	716,999

TOTAL RESERVES & PAYABLES 3,439,317 3,778,629

UNRESTRICTED CASH & RECEIVABLES 4,364,342 1,781,239

CITY OF SMITHVILLE
SUMMARY REVENUE / EXPENSE STATEMENT
FISCAL YEAR 2025-26 @ January 31, 2026

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 01/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
General Fund	3,081,297	7,005,349	43.98%	3,060,213	6,912,353	44.27%
Utility Fund	2,770,677	8,487,073	32.65%	2,438,470	8,287,538	29.42%
Maintenance Fund	42,894	135,601	31.63%	46,973	137,664	34.12%
Int & Sinking Fund	899,957	906,299	99.30%	884,184	1,060,635	83.36%
TOTAL REVENUES	6,794,825	16,534,322	41.10%	6,429,840	16,398,190	39.21%
EXPENSES:						
General Fund	2,466,266	7,005,349	35.21%	2,320,285	6,872,285	33.76%
Utility Fund	3,239,881	8,487,073	38.17%	3,104,799	7,830,180	39.65%
Maintenance Fund	46,378	135,601	34.20%	50,608	137,664	36.76%
Int & Sinking Fund	1,096,705	1,206,299	90.91%	775,151	856,760	90.47%
TOTAL EXPENSES	6,849,230	16,834,322	40.69%	6,250,843	15,696,888	39.82%
Revenues Over/(Under) Expenses						
M&O Funds	142,343	0		69,964	497,427	
I&S Fund	(196,748)	(300,000)		109,033	203,875	
Total Over/(Under)	(54,405)	(300,000)		178,996	701,302	

**CITY OF SMITHVILLE
GENERAL FUND RECAP**

2025-2026

FOR MONTH OF: January

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 01/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
Taxes	1,798,604	3,093,774	58.14%	1,741,143	2,901,986	60.00%
Licenses & Permits	44,705	148,930	30.02%	52,757	167,774	31.45%
Services	613,231	1,740,600	35.23%	559,651	1,694,209	33.03%
Court	12,469	57,250	21.78%	14,227	48,238	29.49%
Miscellaneous	526,058	1,783,045	29.50%	596,153	1,889,662	31.55%
Contributions	86,229	181,750	47.44%	96,281	210,484	45.74%
TOTAL REVENUES	3,081,297	7,005,349	43.98%	3,060,213	6,912,353	44.27%
EXPENSES:						
Administration	268,941	531,186	50.63%	178,728	528,571	33.81%
Finance	22,026	83,614	26.34%	29,816	76,176	39.14%
Police	650,977	1,872,326	34.77%	612,631	1,699,514	36.05%
Animal Control	25,991	77,013	33.75%	24,939	71,701	34.78%
Court	32,162	92,011	34.95%	27,978	91,420	30.60%
Fire	61,901	105,133	58.88%	67,959	141,643	47.98%
Library	161,101	471,168	34.19%	170,483	489,007	34.86%
Community Service	8,805	67,990	12.95%	11,023	65,382	16.86%
Parks & Recreation	135,833	449,037	30.25%	141,615	440,140	32.17%
Recreation Center	151,781	422,759	35.90%	141,966	409,986	34.63%
Street & Alley	165,649	408,286	40.57%	182,055	499,634	36.44%
Solid Waste	499,947	1,389,936	35.97%	487,333	1,480,470	32.92%
Enforcement/Insp	57,981	202,598	28.62%	33,383	182,595	18.28%
Cemetery	43,431	134,429	32.31%	51,166	150,057	34.10%
Airport	92,898	307,910	30.17%	102,146	344,913	29.61%
Economic Development	86,843	389,954	22.27%	57,066	201,076	28.38%
TOTAL EXPENSES	2,466,266	7,005,349	35.21%	2,320,285	6,872,285	33.76%
Revenues Over/(Under)	615,031	0		739,927	40,069	

CITY OF SMITHVILLE
GENERAL FUND REVENUE RECAP
2025-2026

FOR MONTH OF: January

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 01/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
TAXES						
Property Taxes	1,429,427	1,926,024	74.22%	1,370,355	1,702,553	80.49%
Franchise Taxes	30,343	129,750	23.39%	31,749	127,394	24.92%
Sales Taxes	322,912	980,000	32.95%	322,874	1,016,210	31.77%
Hotel/Motel Taxes	12,278	50,000	24.56%	14,096	46,328	30.43%
Mixed Beverage Tax	3,644	8,000	45.56%	2,069	9,501	21.78%
Total Tax Revenues	1,798,604	3,093,774	58.14%	1,741,143	2,901,986	60.00%
LICENSES & PERMITS						
Misc. Licenses	245	200	122.50%	30	235	12.77%
Alcohol Permits	375	2,345	15.99%	692	2,745	25.22%
Building Permits	32,495	102,885	31.58%	34,369	122,365	28.09%
Electrical Permits	3,490	15,000	23.27%	5,700	12,949	44.02%
Plumbing Permits	3,350	18,500	18.11%	7,325	18,798	38.97%
Misc. Permits/Film Permits	4,750	10,000	47.50%	4,640	10,682	43.44%
Total L/P Revenues	44,705	148,930	30.02%	52,757	167,774	31.45%
SERVICES						
Inspections	50	1,500	3.33%	0	50	0.00%
Cemetery	1,310	3,850	34.03%	1,100	3,900	28.21%
Police	5,040	750	672.00%	396	2,062	19.20%
Code Enforcement		1,000	0.00%	750	750	100.00%
Streets		1,250	0.00%	1,100	8,117	13.55%
Leaf & Limb	475	221,000	0.21%	650	2,425	26.80%
Sanitation	489,092	1,240,000	39.44%	471,915	1,429,803	33.01%
Warehouse	4,080	12,000	34.00%	3,760	9,852	38.16%
Parks & Recreation	8,595	22,000	39.07%	7,655	21,092	36.29%
Library	1,833	5,250	34.91%	1,531	5,236	29.23%
Airport	40,813	97,000	42.08%	25,945	74,783	34.69%
Recreation Center	61,943	135,000	45.88%	44,850	136,139	32.94%
Total Svc Revenues	613,231	1,740,600	35.23%	559,651	1,694,209	33.03%
COURT REVENUES						
Fines	8,968	37,500	23.91%	8,781	35,428	24.79%
Admin Fees	150	500	30.00%	146	29	503.83%
CJP Arrest Fees	490	2,750	17.80%	679	1,970	34.45%
Court Costs	2,771	15,500	17.88%	3,845	9,247	41.58%
Remedies	90	1,000	9.00%	320	613	52.20%
Court Technology	0	0	0.00%	456	951	47.96%
Total Court Revs	12,469	57,250	21.78%	14,227	48,238	29.49%
MISC. SALES & REVS						
Cemetery Plots	8,000	18,000	44.44%	3,000	16,050	18.69%
Franchise Fee - Utility	43,750	175,000	25.00%	58,333	175,000	33.33%
Interest Income	9,357	36,000	25.99%	11,935	36,060	33.10%
Rents	50	0	0.00%	100	400	25.00%
Credit Card Usage Fee	2,248	4,100	54.83%	2,084	5,544	37.59%
Misc Rev/Ins Recovery	70,349	35,000	201.00%	19,279	97,944	19.68%
Sale of Fixed Assets	0	10,000	0.00%	28,183	85,358	33.02%
Aviation Fuel Sales	78,568	250,000	31.43%	67,293	255,469	26.34%
Transfer in from Utility	313,736	1,254,945	25.00%	405,946	1,217,837	33.33%
Transfer in from 23 Tax No	0	0	0.00%	0	0	0.00%
Total Misc. Revs	526,058	1,783,045	29.50%	596,153	1,889,662	31.55%
CONTRIBUTIONS						
Public Sources	14,839	20,750	71.51%	23,309	40,374	57.73%
Private Sources	5,756	6,500	88.55%	5,250	6,838	76.78%
Grants	0	4,500	0.00%	500	2,516	19.87%
Volunteer Fire Dept	46,635	140,000	33.31%	47,223	140,756	33.55%
B. Hewatt	19,000	10,000	190.00%	20,000	20,000	100.00%
Tocker Foundation	0	0	0.00%	0	0	0.00%
Total Contributions	86,229	181,750	47.44%	96,281	210,484	45.74%
TOTAL REVENUES	3,081,297	7,005,349	43.98%	3,060,213	6,912,353	44.27%

**CITY OF SMITHVILLE
GENERAL FUND EXPENSE RECAP
2025-26
FOR MONTH OF: January**

	2025/2026	2025/2026	2025/2026	2024/2025	AMENDED	2024/2025
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@ 01/31	2024/2025 BUDGET	% OF BUDGET USED/COLLECTED
ADMINISTRATION						
Personnel	126,990	239,581	53.00%	73,196	230,501	31.76%
Services	120,513	238,330	50.57%	85,139	253,569	33.58%
Supplies & Materials	4,627	19,625	23.58%	4,450	19,146	23.24%
Other	16,811	33,650	49.96%	15,943	25,355	62.88%
Capital	0	0	0.00%	0	0	0.00%
Transfer to TxDOT Sidewalk Grant	0	0	0.00%	0	0	0.00%
Total Admin Expense	268,941	531,186	50.63%	178,728	528,571	33.81%
FINANCE						
Personnel	17,521	55,679	31.47%	14,253	49,721	28.67%
Services	4,091	26,585	15.39%	15,257	25,578	59.65%
Supplies & Materials	414	1,350	30.70%	306	877	34.87%
Other	0	0	0.00%	0	0	0.00%
Total Finance Expense	22,026	83,614	26.34%	29,816	76,176	39.14%
POLICE						
Personnel	560,279	1,687,274	33.21%	523,499	1,509,009	34.69%
Services	10,106	31,770	31.81%	9,973	30,034	33.21%
Supplies & Materials	43,060	104,150	41.34%	37,795	104,943	36.02%
Other	37,532	49,132	76.39%	41,364	55,528	74.49%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Police Expense	650,977	1,872,326	34.77%	612,631	1,699,514	36.05%
ANIMAL CONTROL						
Personnel	22,236	67,678	32.85%	21,492	64,941	33.09%
Services	2,260	4,740	47.67%	2,138	4,535	47.15%
Supplies & Materials	721	3,800	18.97%	534	1,450	36.81%
Other	775	795	97.44%	775	775	100.02%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Animal Control Exp	25,991	77,013	33.75%	24,939	71,701	34.78%
COURT						
Personnel	23,350	73,056	31.96%	22,458	69,412	32.36%
Services	8,782	18,383	47.77%	5,323	21,764	24.46%
Supplies & Materials	30	550	5.44%	197	222	88.75%
Other	0	22	0.00%	0	22	0.00%
Total Court Exp	32,162	92,011	34.95%	27,978	91,420	30.60%
FIRE						
Personnel	1,758	1,758	99.99%	1,808	1,808	100.00%
Services	3,521	17,500	20.12%	3,093	10,139	30.51%
Supplies & Materials	11,277	44,000	25.63%	25,599	70,315	36.41%
Other	45,345	41,875	108.29%	37,459	38,817	96.50%
Capital Expenditures	0	0	0.00%	0	20,564	0.00%
Total Fire Expense	61,901	105,133	58.88%	67,959	141,643	47.98%
LIBRARY						
Personnel	124,499	393,598	31.63%	127,453	387,143	32.92%
Services	4,375	15,255	28.68%	5,177	16,446	31.48%
Supplies (includes Donation/Grant exp)	26,393	55,600	47.47%	32,188	79,578	40.45%
Other	5,835	6,715	86.89%	5,665	5,840	97.01%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Library Expense	161,101	471,168	34.19%	170,483	489,007	34.86%
COMMUNITY SERVICE						
Allocated Support	8,805	67,990	12.95%	11,023	65,382	16.86%
Total Community Svc Exp	8,805	67,990	12.95%	11,023	65,382	16.86%
PARKS & RECREATION						
Personnel	88,521	313,945	28.20%	81,092	247,645	32.75%
Services	10,341	32,840	31.49%	21,133	43,481	48.60%
Supplies & Matls (includes grant exp)	27,592	92,477	29.84%	29,302	110,060	26.62%
Other	9,378	9,775	95.94%	10,088	11,536	87.45%
Capital Expenditures	0	0	0.00%	0	27,418	0.00%
Total Parks & Recr Exp	135,833	449,037	30.25%	141,615	440,140	32.17%

CITY OF SMITHVILLE
GENERAL FUND EXPENSE RECAP
2025-26
FOR MONTH OF: January

	2025/2026	2025/2026	2025/2026	2024/2025	AMENDED	2024/2025
	Y-T-D	BUDGET	% OF BUDGET USED/COLLECTED	@ 01/31	2024/2025 BUDGET	% OF BUDGET USED/COLLECTED
RECREATION CENTER						
Personnel	89,640	285,299	31.42%	85,919	266,260	32.27%
Services	22,233	85,985	25.86%	21,823	77,970	27.99%
Supplies & Materials	27,368	37,250	73.47%	22,016	53,351	41.27%
Other	12,540	14,225	88.16%	12,209	12,405	98.42%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Recreation Center Exp	151,781	422,759	35.90%	141,966	409,986	34.63%
STREET & ALLEY						
Personnel	75,992	234,848	32.36%	74,320	223,963	33.18%
Services	38,672	55,850	69.24%	46,358	119,089	38.93%
Supplies & Materials	34,915	94,600	36.91%	45,370	128,583	35.28%
Other-Special Projects	16,071	22,988	69.91%	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%
Total Street & Alley Exp	165,649	408,286	40.57%	182,055	499,634	36.44%
SOLID WASTE						
Personnel	93,670	310,017	30.21%	91,751	279,206	32.86%
Services	378,211	1,008,180	37.51%	362,003	1,112,655	32.54%
Supplies & Materials	19,970	59,250	33.70%	18,721	62,929	29.75%
Other-Special Projects	8,096	12,489	64.82%	14,858	25,680	57.86%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Solid Waste Exp	499,947	1,389,936	35.97%	487,333	1,480,470	32.92%
ENFORCEMENT & INSPEC						
Personnel	42,801	176,043	24.31%	23,334	111,945	20.84%
Services	13,191	20,260	65.11%	8,099	66,137	12.25%
Supplies & Materials	1,538	5,800	26.52%	1,587	4,088	38.83%
Other	451	495	91.07%	363	425	85.32%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Enforcement/Insp Exp	57,981	202,598	28.62%	33,383	182,595	18.28%
CEMETERY						
Personnel	36,784	113,689	32.36%	40,151	114,833	34.96%
Services	3,015	9,800	30.77%	4,481	18,074	24.79%
Supplies & Materials	3,092	10,400	29.73%	6,130	16,745	36.61%
Other	539	540	99.82%	404	405	99.69%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Cemetery Expense	43,431	134,429	32.31%	51,166	150,057	34.10%
AIRPORT						
Services	22,637	62,690	36.11%	19,583	60,395	32.42%
Supplies & Materials	61,425	231,800	26.50%	74,839	270,794	27.64%
Other	8,836	13,420	65.84%	7,724	13,724	56.28%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Airport Expense	92,898	307,910	30.17%	102,146	344,913	29.61%
GRANTS & ECONOMIC DEVELOPMENT						
Personnel	51,563	162,869	31.66%	47,753	152,033	31.41%
Services	28,247	215,235	13.12%	7,968	29,369	27.13%
Supplies & Materials	217	350	62.05%	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%
Total Grant & Eco Development Exp	86,843	389,954	22.27%	57,066	201,076	28.38%
TOTAL EXPENSES	2,466,266	7,005,349	35.21%	2,320,285	6,872,285	33.76%
TOTAL REVENUES	3,081,297	7,005,349	43.98%	3,060,213	6,912,353	44.27%
<i>Revenues Over/Under Expenses</i>	615,031	0		739,927	40,069	

**CITY OF SMITHVILLE
GENERAL FUND EXPENSE RECAP
2025-26
FOR MONTH OF: January**

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 01/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
Maintenance Fund						
Revenues	42,894	135,601	31.63%	46,973	137,664	34.12%
Personnel Expense	34,641	98,691	35.10%	32,118	94,959	33.82%
Services Expense	1,419	4,325	32.81%	1,349	4,070	33.15%
Supplies Expense	9,783	32,050	30.52%	16,600	38,090	43.58%
Other Expense	535	535	100.01%	541	545	99.26%
Capital Expense	0	0	0.00%	0	0	0.00%
Total Maint Fund Exp	46,378	135,601	34.20%	50,608	137,664	36.76%
<i>Revenues Over/Under Expenses</i>	<i>(3,484)</i>	<i>0</i>		<i>(3,635)</i>	<i>0</i>	

**CITY OF SMITHVILLE
UTILITY FUND RECAP
2025-2026**

FOR MONTH OF: January

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/25 @ 01/31	AMENDED 2024/25 BUDGET	2024/25 % OF BUDGET USED/COLLECTED
REVENUES:						
Electric	1,825,030	5,737,539	31.81%	1,583,120	5,583,846	28.35%
Water	415,326	1,242,000	33.44%	402,862	1,186,823	33.94%
Wastewater	314,658	868,500	36.23%	282,071	901,625	31.28%
Miscellaneous	215,663	639,034	33.75%	170,417	615,244	27.70%
TOTAL REVENUES	2,770,677	8,487,073	32.65%	2,438,470	8,287,538	29.42%
EXPENSES:						
Administration	935,050	2,099,989	44.53%	739,590	1,713,386	43.17%
Electric	1,245,210	3,788,878	32.86%	1,196,619	3,795,154	31.53%
Recycle	23,233	62,515	37.16%	21,360	66,931	31.91%
Water	185,653	382,659	48.52%	190,523	406,961	46.82%
Wastewater	536,999	898,087	59.79%	550,761	629,911	87.43%
Transfers	313,736	1,254,945	25.00%	405,946	1,217,837	33.33%
TOTAL EXPENSES	3,239,881	8,487,073	38.17%	3,104,799	7,830,180	39.65%
Revenues Over/(Under)						
Expenses:	(469,204)	0		(666,329)	457,358	

**CITY OF SMITHVILLE
UTILITY FUND REVENUE RECAP
2025-2026
FOR MONTH OF: January**

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 01/31	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
ELECTRIC						
Residential Electric	1,141,588	3,505,459	32.57%	930,692	3,612,082	25.77%
Small Commercial Electric	139,104	485,000	28.68%	135,190	464,391	29.11%
Large Commercial Electric	473,408	1,443,000	32.81%	430,534	1,197,135	35.96%
Public Lighting	4,466	13,900	32.13%	4,567	13,633	33.50%
Interdepartmental	47,979	166,520	28.81%	45,998	157,257	29.25%
Electric Opt Out Fees	1,200	3,660	32.79%	895	3,370	26.56%
Charge for Svcs - Electric	17,285	120,000	14.40%	35,245	135,978	25.92%
Total Electric Revs	1,825,030	5,737,539	31.81%	1,583,120	5,583,846	28.35%
WATER						
Metered Sales	396,499	1,200,000	33.04%	384,756	1,139,734	33.76%
Unmetered Sales	3,327	3,000	110.90%	2,856	7,339	38.91%
Water Taps	15,500	39,000	39.74%	15,250	39,750	38.36%
Total Water Revs	415,326	1,242,000	33.44%	402,862	1,186,823	33.94%
WASTEWATER						
Flat Rate Charge	289,908	810,000	35.79%	256,571	843,575	30.41%
Sewer Taps	24,750	58,500	42.31%	25,500	58,050	43.93%
Total WasteW Revs	314,658	868,500	36.23%	282,071	901,625	31.28%
MISC. SALES & REVS						
Utility Service Transfer Fee	275	900	30.56%	300	850	35.29%
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	50,235	149,000	33.72%	49,651	149,296	33.26%
Utility Imp Fee - '25 Tax Note	55,911	164,067	34.08%	0	0	0.00%
Drainage/System Imp Fees	0	0	0.00%	0	(6)	0.00%
Utility Penalties	65,274	140,000	46.62%	55,396	173,269	31.97%
Interest Income	10,580	38,000	27.84%	13,670	38,888	35.15%
Credit Card Usage Fee	2,716	0	0.00%	11,004	30,356	36.25%
Misc Income/Ins Recovery	11,232	15,000	74.88%	5,781	34,759	16.63%
QECB Treasury Subsidy	0	34,533	0.00%	5	40,546	0.01%
Sale of Fixed Assets	0	2,000	0.00%	0	0	0.00%
Sale of Recyclables	3,300	20,500	16.10%	6,585	25,104	26.23%
Recycle Membership Fee	16,140	38,000	42.47%	24,725	40,110	61.64%
Total Misc. Revs	215,663	639,034	33.75%	170,417	615,244	27.70%
TOTAL REVENUES	2,770,677	8,487,073	32.65%	2,438,470	8,287,538	29.42%

**CITY OF SMITHVILLE
UTILITY FUND EXPENSE RECAP
2025-2026**

FOR MONTH OF: January

	2025/2026			AMENDED 2024/2025		
	2025/2026 Y-T-D	2025/2026 BUDGET	% OF BUDGET USED/COLLECTED	2024/2025 @ 01/31	2024/2025 BUDGET	% OF BUDGET USED/COLLECTED
REVENUES	2,770,677	8,487,073	32.65%	2,438,470	8,287,538	29.42%
EXPENSES						
ADMINISTRATION						
Personnel	326,401	1,019,700	32.01%	312,166	983,291	31.75%
Services	168,136	217,915	77.16%	116,952	265,037	44.13%
Supplies & Mats	5,681	19,705	28.83%	5,269	18,222	28.91%
Other	434,832	842,669	51.60%	305,204	446,836	68.30%
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%	405,946	1,217,837	33.33%
Total Admin Exp	1,248,786	3,354,934	37.22%	1,145,536	2,931,223	39.08%
ELECTRIC						
Personnel	121,886	370,652	32.88%	110,497	351,480	31.44%
Services	22,677	40,137	56.50%	16,084	87,029	18.48%
Supplies & Mats	1,088,376	3,363,045	32.36%	1,046,989	3,343,278	31.32%
Other	12,272	15,044	81.57%	23,050	13,366	172.45%
Capital	0	0	0.00%	0	0	0.00%
Total Electric Exp	1,245,210	3,788,878	32.86%	1,196,619	3,795,164	31.53%
RECYCLE						
Personnel	18,373	57,090	32.18%	17,792	54,969	32.37%
Services	488	1,300	37.55%	425	2,967	14.32%
Supplies&Mats	3,560	3,250	109.52%	2,371	8,222	28.83%
Other	813	875	92.88%	772	772	100.03%
Capital	0	0	0.00%	0	0	0.00%
Total Recycle Exp	23,233	62,515	37.16%	21,360	66,931	31.91%
WATER						
Personnel	59,235	182,329	32.49%	57,939	174,317	33.24%
Services	20,368	48,660	41.86%	16,563	53,687	30.85%
Supplies & Mats	30,188	74,300	40.63%	36,643	104,284	35.14%
Other	75,862	77,370	98.05%	79,378	74,673	106.30%
Capital	0	0	0.00%	0	0	0.00%
Transfer to CDBG	0	0	0.00%	0	0	0.00%
Total Water Exp	185,653	382,659	48.52%	190,523	406,961	46.82%
WASTEWATER						
Personnel	66,404	197,786	33.57%	63,894	192,767	33.15%
Services	79,164	234,860	33.71%	84,879	258,425	32.84%
Supplies & Mats	30,004	92,700	32.37%	50,078	105,479	47.48%
Other	361,426	372,741	96.96%	351,911	73,240	480.49%
Capital	0	0	0.00%	0	0	0.00%
Total WWater Exp	536,999	898,087	59.79%	550,761	629,911	87.43%
TOTAL EXPENSES	3,239,881	8,487,073	38.17%	3,104,799	7,830,180	39.65%
REVENUES OVER/(UNDER) EXPENSES:	(469,204)	0		(666,329)	457,358	

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	January 2026 _____
Number Of Electric Customers:	2362 _____
Number Of New Customers or Transferring customers	40 _____
Number Of Customers Leaving The City or transferring	37 _____
Number Of Customers Penalized:	451 _____
Number of Customers "Cut-Off" For Non-Payment:	15 (13 Reconnected) _____

**CITY OF SMITHVILLE
DEBT SERVICE RECAP
FOR MONTH OF: January, 2026**

	2025/2026	2025/2026	2025/2026	2024/2025	AMENDED	2024/2025
	Y-T-D	BUDGET	% OF BUDGET	Y-T-D	2024/2025	% OF BUDGET
			USED/COLLECTED		BUDGET	USED/COLLECTED
REVENUES:						
Property Taxes *	888,915	906,299	98.08%	874,346	1,032,425	84.69%
Transfer In/ Miscellaneous	0	0	0.00%	0	0	0.00%
Interest	11,042	0	0.00%	9,838	28,210	34.87%
Total Revenues	899,957	906,299	99.30%	884,184	1,060,635	83.36%
EXPENSES:						
Bond P&I Pymts '19 C of O's	51,950	57,888	89.74%	52,963	59,912	88.40%
Tax Note, Series 2021	106,780	107,966	98.90%	102,345	104,125	98.29%
Tax Note, Series 2022	181,680	190,563	95.34%	179,394	191,073	93.89%
Tax Note, Series 2023	471,200	521,750	90.31%	440,450	501,650	0.00%
Tax Note, Series 2025	285,096	328,132	86.88%	0	0	0.00%
Total Expenses	1,096,705	1,206,299	90.91%	775,151	856,760	90.47%
NET OF REVENUES OVER (UNDER) EXPENSES	(196,748)	(300,000)		109,033	203,875	

* 2024-25 values include \$13,942 excess collections from FY 2023

* 2025-26 values include \$0 excess collections from FY 2024