Item #4

PROCLAMATION
National Police Week

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Smithville Police Department play an essential role in safeguarding the rights and freedoms of the City of Smithville; and

WHEREAS, all citizens must know and understand the duties, responsibilities, agency hazards, and sacrifices of their law enforcement agency, and that the members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the Smithville Police Department unceasingly provide public service;

NOW, THEREFORE, I, Sharon Foerster, Mayor of the City of Smithville, on behalf of the Smithville City Council, call upon all citizens of Smithville and all patriotic, civil, and educational organizations to observe the week of

MAY 11TH – MAY 16TH, 2026, AS POLICE WEEK

With appropriate ceremonies and observance in which all of our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Smithville to observe Thursday,

May 15th, 2026, as Peace Officers Memorial Day

In honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of their duty, let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 11th day of May 2026.

____
Sharon Foerster, Mayor

ATTEST:

____
Jennifer Lynch, City Secretary

PROCLAMATION

MOTORCYCLE SAFETY AND AWARENESS MONTH

WHEREAS, today's society is finding more citizens involved in motorcycling; and

WHEREAS, campaigns have helped inform riders and motorists alike about motorcycle safety issues to reduce motorcycle-related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, and to obey all traffic laws; and

WHEREAS, motorists are encouraged to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.

NOW, THEREFORE, I, Sharon Foerster, Mayor of the City of Smithville, Texas, do hereby proclaim the month of May as:

MOTORCYCLE SAFETY AND AWARENESS MONTH

in the City of Smithville, and urge all residents to do their part to increase motorcycle safety and awareness in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 11th day of May 2026.

____

Sharon Foerster, Mayor

ATTEST:

____

Jennifer Lynch, City Secretary

PROCLAMATION

CELEBRATING AN INCREDIBLE CHAMPION – EMERY BAYER

WHEREAS, it is truly an honor to stand before you tonight and recognize an extraordinary young athlete whose dedication, discipline, and determination have set her apart—not only in competition, but as an inspiration to us all; and

WHEREAS, Emery has achieved what few can even imagine. She earned 1st place in the 132-pound weight class at the Regional Meet, breaking the record for overall weight lifted, and then won 1st place at the State Meet, winning by an incredible 65 pounds. But Emery didn't stop there, and

WHEREAS, she went on to compete on the national stage in Killeen, facing top athletes from across the country, and rose to the occasion by becoming a National Champion; and

WHEREAS, what makes Emery's accomplishments even more special is the journey behind them. From a young age, her competitive spirit was clear—whether climbing ropes in the gym or playing on the monkey bars, she always pushed herself to go higher, stronger, and further. That same drive carried her through high school. In her sophomore year, she became a Regional Champion, and in her junior year, a State Champion; and

WHEREAS, her success is no accident. It is the result of early mornings, hard work, and unwavering discipline—training day after day, often starting before most of us were even awake; and

WHEREAS, Emery is the daughter of Ryan and Courtney Bayer and comes from a family deeply rooted in the Smithville community. That foundation of support, faith, and hard work shines through in everything she does, and

WHEREAS, Emery, your achievements remind us all what is possible when talent meets dedication. You have made your family, your school, and your community incredibly proud; and

WHEREAS, it is my great honor to present this Proclamation to an outstanding athlete, a record breaker, and a true champion.

NOW, THEREFORE, I, Sharon Foerster, Mayor of the City of Smithville, Texas, do hereby proclaim May 11, 2026, as:

"EMERY BAYER DAY"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed on this 11th day of May 2026.

____
Sharon Foerster, Mayor

ATTEST:

____
Jennifer Lynch, City Secretary

Item #5

CITY OF SMITHVILLE
COUNCIL MEETING MINUTES
April 13, 2026

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

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

Recognition/Awards/Proclamations/Announcements/Presentations:

a. Proclamation for “National Public Safety Telecommunications Week.” Councilman Jameson read the proclamation.
b. Proclamation for “Earth Day/Keep Smithville Beautiful.” Councilman Jenkins read the proclamation.
c. Proclamation for “Sexual Assault Awareness Month.” Councilman Meek read the proclamation.

Approval of the minutes from February 23, 2026, Special Called Council Meeting, March 09, 2026, Council Meeting and Public Hearing, March 17, 2026, Special Called Council Meeting, March 23, 2026, Special Called Council Meeting, and March 25, 2026, Special Called Council Meeting. Councilman Dunham made a motion to approve all of the minutes. Councilman Jenkins seconded, and the motion passed via a unanimous roll-call vote.

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

Citizen Comments: None
Discussion and Action on awarding a Construction Contract for the Garwood 12.49 kV Power Line Reconductor. On April 2, 2026 five bids were received and opened by McCord Engineering, Inc. After review, McCord recommended that Primoris T&D Services be awarded because they provided the best value and submitted a satisfactory and conforming bid for $163,096.69. Councilman Dunham made a motion to award Primoris T&D Services the bid. Councilman Jenkins seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None
Discussion and Action on Acceptance of Phase 2 Development Effort – Wastewater Treatment Facility Expansion and Related Infrastructure Upgrades with ESG. This agreement allows ESG to proceed with the Wastewater Treatment designs up to 60%, scope of work, and indicative pricing regarding the construction and implementation of city wastewater facilities. Councilman Jameson made a motion to approve the contract. Councilman Dunham seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None
Discussion and Action on awarding a Construction Contract for Southeast Drainage Improvements (Part 2), GLO CDBG-MIT Contract No-22-085-020-D256. The bid opening was held on March 31, 2026. The bid advertisement was run in the Bastrop Advertiser and online at civcastusa.com. The City

received eight bids ranging from $3,664,278.00 to $4,843,588.34 for the total base bid. The low bidder for the project was Solid Bridge Construction. Councilman Dunham made a motion to award Solid Bridge Construction, LLC. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

***Beginning of Consent Agenda on the following items.
Councilman Dunham made a motion to approve items 10, 11, and 16. Councilman Jameson seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None
Discussion and Action on an Ordinance amending Chapter 3 Building Regulations to (1) adopt the 2024 International Building Codes, and (2) adopt the 2023 National Electrical Code. Updating this code means the city improved public safety, has modern construction standards, consistency for builders and developers, and the city will have stronger enforcement tools. See above for consent agenda motion and vote.

Citizen Comments: None
Discussion and Action on an Interlocal Cooperation Agreement between the Smithville Independent School District and the City of Smithville, which will replace the MOU approved on February 9, 2026. See above for consent agenda motion and vote.

Citizen Comments: None
Discussion and Action on a Resolution Authorizing City Representatives in Matters Pertaining to the City's Participation in the Texas Community Development Block Grant Program. See above for consent agenda motion and vote.

End of Consent agenda items

Citizen Comments: None
Discussion and Action on a Resolution Responding to the Application of CenterPoint Energy Resources Corp., South Texas Division, to Increase Rates Under the Gas Reliability Infrastructure Program (GRIP) Suspending the Effective Date of this Rate Application for Forty-Five (45) Days. The City is a member of the Alliance of CenterPoint Municipalities ("ACM"). The ACM group was organized by a number of municipalities served by CenterPoint Energy Resources Corp., South Texas Division ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint. CenterPoint Energy is asking the Texas Railroad Commission for a Gas Reliability Infrastructure Program (GRIP) Interim Rate Adjustment (IRA) to their base rate(s). Under Texas law (re: Gas Utilities Regulatory Act), we do not have the ability to oppose the rate increase. However, we can postpone the effective date of the proposed increase for 45-days. The rate will be increased by $2.47/month for residential service from $27.86 to $30.33. The adjusted monthly charge (base rate) for small and large commercial services will be $57.30 and $346.12, respectively. This represents an average increase between 8.7%-19%. The rate increase will help recover incremental spending for capital infrastructure improvements in its South Texas

Division. The proposed IRA will become effective on **June 2, 2026**. Councilman Jenkins made a motion to approve the resolution. Councilwoman Meek seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None
Discussion and Action on a proposal on Transfer of Water System Infrastructure from Aqua WSC to the City of Smithville. Aqua Water has given the City of Smithville the opportunity to consolidate service in the area currently served by Aqua, but fully surrounded by the City's Certificate of Convenience and Necessity (CCN). Consolidating service under the City would simplify jurisdictional boundaries, improve long-term planning, and provide direct benefits to customers. The proposal would transfer Aqua's infrastructure and retail service responsibilities within the defined area to the City, which included twenty-three (23) active metered connections. Under this proposal, the City would purchase Aqua's existing water system infrastructure within the area and assume full retail water service responsibility for the 23 customer connections. The City would pay Aqua Water a total of $100,000.00 for the transfer of water system infrastructure, paid in two payments of $50,000.00. Councilman Dunham made a motion to approve the proposal and to pay for the proposal out of tax note funds. Councilman Washington seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None
Discussion and Action on authorizing expenditures from Tax Notes per Ordinance 2025-697. Councilman Jenkins made a motion to approve tax note expenditures for a fence at the brush dump for $5,027, Tree removal at Oak Hill Cemetery for $29,660, and the first payment to Aqua Water for the transfer in the amount of $50,000. Councilman Dunham Seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comment: None
Discussion and Action on the release of confidential information provided by Legal Counsel regarding an Ethics complaint and the procedure for handling the Ethics Hearing proceedings. Particularly, the book and legal memo that were provided to the Council by Thomas Gwosdz. Councilman Jameson made a motion to release the confidential information (book and memo). Councilwoman Meek seconded, and the roll call vote was Dunham No, Meek No, Jenkins No, Washington No, Jameson Yes. The motion was denied, and the information will remain confidential.

Citizen Comments: Chris Wilkey, Leslie Mellenbruch, Caroline Noya, Scott Warnke, Luis Bosch, James Keller, and Kelly Holt all made comments on this item. Most were opposed. There were also emails sent to the council from Sheila Tamble and owner of Rio Social House.
Discussion and Action on an Ordinance Repealing and Replacing Article 3.03 of the City of Smithville Code of Ordinances to Regulate: (1) Substandard Buildings and Structures; and (2) Vacant Buildings and Structures in the Commercial Business District. Councilwoman Meek stated she would like to host Town Halls to get input from the citizens. Councilman Dunham made a

motion to table this item until June. Councilman Jameson seconded, and the motion passed via a unanimous roll-call vote.

Citizen Comments: None

Discussion and Action on Ordinance 2025-681 Code of Ethics, specifically the section on Ethics Policy Standards of Conduct 1.02.054 (q) Policy Role of City Officials and Employees, and sign an acknowledgement form. Councilman Dunham made a motion that all city officials sign the acknowledgement form as presented. Councilman Jenkins seconded, and the motion passed via a unanimous roll-call vote. Councilman Dunham made a motion to instruct the City Manager to work with Thomas Gwosdz to rework, retool, or rewrite the ethics policy to better establish ethics policies and procedures regarding how the council and city officials, and city employees, interact with each other according to state law. Councilman Jenkins 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 8:11 PM.

The City Council will hold an Executive Session pursuant to the Open Meetings Act, Chapter 551, Government Code, in accordance with the authority contained in Section 551.071, Consultation with an Attorney on (a) seeking advice on pending or contemplated litigation or (b) a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 (Paige Tractors).

Open Meeting: Came back into Open Session at 8:27 PM

Discussion and Action as a result of the Executive Meeting. Councilman Dunham made a motion to proceed as recommended in Closed Session. Councilman Jameson seconded, and the motion passed via a unanimous roll-call vote.

Adjourn: 8:28 PM

____
Sharon Foerster, Mayor

Attest:

____
Jennifer Lynch, City Secretary

CITY OF SMITHVILLE
SPECIAL CALLED COUNCIL MEETING MINUTES
April 14, 2026

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

Open Meeting: Call to Order at 4:00 PM

Citizen Comments: Kristen Meriwether spoke.
Discussion and Possible Action regarding utility bill structure and possible adjustments, including volunteer fire department-associated expenses. Councilman Dunham made a motion to modify the existing Volunteer Fire Department fee to a voluntary fee. Councilman Jameson seconded, and the vote was:
For: Dunham, Meek, Jenkins, Jameson
Abstain: Washington

Citizen Comments: None
Discussion and Action on authorizing expenditures from Tax Notes per Ordinance 2025-697. Ashley Garrison spoke about the AV system at the Rec Center, but the 35K expenditures were already approved at a previous meeting. No Action was taken.

Adjourn: 5:06 PM

____
Sharon Foerster, Mayor

Attest:

____
Jennifer Lynch, City Secretary

Item #6

STATE OF TEXAS
CITY OF SMITHVILLE **RESOLUTION# 2026-05-574**
COUNTY OF BASTROP

A RESOLUTION AND ORDER CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A CITY OFFICER'S ELECTION

Whereas, a general election was held on the 2nd day of May 2026, for the purpose of electing the officials hereinafter; and

Whereas, it appears for said return, duly and legally made, that there were cast at said election 597 valid and legal votes; and

Whereas, each of the candidates in said election received the following votes:

Mayor	(a two-year term)
Sharon Seidel Foerster	423
Alderman Place 4	(a two-year term)
Wini "Neeka" Griffin	314
Mitchell Jameson	283
Alderman Place 5	(a two-year term)
Daña Tovar	341
Cathy Meek	251

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

That said election was duly called; that notice of said Election was given in accordance with the law, and that **Sharon Seidel Foerster** was duly elected Mayor; **Wini "Neeka" Griffin** was duly elected Alderman Place 4; and **Daña Tovar** was duly elected Alderman Place 5 and said named parties are hereby declared duly elected to said respective offices, subject to taking their oaths by the law of the State of Texas.

Passed and Approved this 11th day of May 2026.

____
Sharon Foerster, Mayor

Attest:

____
Jennifer Lynch, City Secretary

Item #8

In the name and by the authority of The State of Texas

THIS IS TO CERTIFY that at a General Election held on

May 2, 2026

Daña Tovar

Was duly elected Alderman, Place 5

IN TESTOMONY WHEREOF,
I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 11th day of May 2026.

____

Sharon Foerster, Mayor

In the name and by the authority of The State of Texas

THIS IS TO CERTIFY that at a General Election held on

May 2, 2026

Sharon Foerster

Was duly elected Mayor

IN TESTOMONY WHEREOF,
I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 11th day of May 2026.

____

Jennifer Lynch, City Secretary

In the name and by the authority of The State of Texas

THIS IS TO CERTIFY that at a General Election held on

May 2, 2026

Wini "Neeka" Griffin

Was duly elected Alderman, Place 4

IN TESTOMONY WHEREOF,
I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 11th day of May 2026.

____

Sharon Foerster, Mayor

Item #11

Avinext

YOUR TECHNOLOGY SOLUTIONS COMPANY

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
216102	05/04/26

Sales Rep

Louis Hollingsworth
979-846-9727 Ext. 277
hollingsworth@avinext.com

Here is the quote you requested.

For	Phones
Cynthia White City of Smithville 317 Main Street Smithville, TX 78957 United States	(512) 237-3282

PO #	Terms	Ship Date	Ship Via
N/A	Net 30 days	5/4/2026	Will Call STD

	Description	Qty	Price	Ext. Price
1	Aruba 6100 48G CL4 4SFP+ Swch HPE Aruba 6100 48G Class4 PoE 4SFP+ 370W Switch - Switch - managed - 48 x 10/100/1000 (PoE+) + 4 x 1 Gigabit / 10 Gigabit SFP+ - side to side airflow - rack-mountable - PoE+ (370 W)	1	$3,178.59	$3,178.59
2	Avinext IT MSP Platinum Billable Service (not covered under agreement)	4	$95.00	$380.00

SubTotal	$3,558.59
Sales Tax	$0.00
Shipping	$0.00
Total	**$3,558.59**

Please contact me if I can be of further assistance.

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

Avinext
YOUR TECHNOLOGY SOLUTIONS COMPANY

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
216120	05/06/26

Sales Rep

Louis Hollingsworth
979-846-9727 Ext. 277
hollingsworth@avinext.com

Here is the quote you requested.

For	Phones
Cynthia White City of Smithville 317 Main Street Smithville, TX 78957 United States	(512) 237-3282

PO #	Terms	Ship Date	Ship Via
N/A	Net 30 days	5/6/2026	Will Call STD

	Description	Qty	Price	Ext. Price
1	SBUY HP P4G1I16 U5 225U 16GB 512GB 16IN PC INTEL U5 225U, W11 PRO64, 1/1/0	2	$1,208.72	$2,417.44
2	Avinext IT MSP Platinum Billable Service (not covered under agreement)	4	$95.00	$380.00

SubTotal	$2,797.44
Sales Tax	$0.00
Shipping	$0.00
Total	**$2,797.44**

Please contact me if I can be of further assistance.

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

P & R Tree Service LLC
133 Wayside Ct
Elgin TX 78621

Proposal

Proposal Date: 4/27/2026

Bill To:
Edward Balusek

Job Site
Oak Hill Cemetery at 473 State Hwy 95 Smithville, TX 78957

Description	Total
Tree Work Proposal Additional trees to be removed: - 2 dead Post Oak - 2 dead Cedar trees - Grind the stumps	3,200.00
Sales Tax	0.00

Thank you for choosing P & R Tree Services !!
Have a Great day !

Total $3,200.00

SIGNATURE ____________________

Item #12

Mowing Contract

This Agreement is made this day between the City of Smithville, Texas, hereinafter called CITY, and **Nicholas Johnson,** hereinafter called Contractor, which shall become effective on the 1st day of February 2026. The contract term is for a thirty-six-month (36) period ending January 3 1st, 2029. This contract may be extended for subsequent one-year terms upon mutual agreement of both parties.

1. This Agreement is made in consideration of the services to be rendered hereunder by Contractor and the compensation herein agreed by the City to be paid to Contractor for such services.

2. The City appoints **Nicholas Johnson** as the exclusive contractor for the maintenance of property owned by the City of Smithville, as listed in Exhibit A.

3. Contractor shall mow and maintain said property to the satisfaction of the City. Grass shall not be allowed to exceed a height of 8 inches. Contractor shall also be responsible for trimming walks, flowerbeds, around trees and shrubs, and keeping the inside and outside of any fence lines clear of weeds and grass. Contractor shall keep ground coverings around flagpoles trimmed, keep flowerbeds free of weeds, and keep trees trimmed from walkways with direction from the city.

4. In consideration of the above services, the City shall pay the Contractor the sums listed in Exhibit A monthly.

5. Either party, for good cause, upon thirty (30) days' prior written notice, may terminate this agreement. Notices may be delivered in person or by Certified Mail, Return Receipt Requested, to the City of Smithville at P.O. Box 449, Smithville, Texas 78957, and to the Contractor at P.O. Box 1, Smithville, TX 78957.

6. The City will provide fill dirt as requested by the Contractor. Additionally, the City will service and maintain the water mains and all roadways. City will be responsible for maintaining all above-ground water risers and faucets. If a sprinkler system is provided, the contractor will be responsible for all damages caused by his operation.

7. All equipment, chemicals, pesticides, and supplies used to fulfill this contract are the responsibility of the contractor. Contractor is required to use a State-licensed individual or firm for herbicide and pest control.

8. The Contractor shall provide to the City proof of general liability and workman's compensation insurance for the duration of the contract period. All personnel will be employees of the Contractor and not the City. Employees will be hired, paid, supervised, and discharged by Contractor. Contractor is responsible for all state and federal taxes related to employment.

9. If any action is brought in law or equity to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses of litigation, which shall be in addition to any other relief awarded.

10. This contract agreement embraces the entire agreement of the parties mentioned herein, and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced, except that this contract agreement may be modified by a written addendum agreed to and signed by all pertinent parties and attached hereto.

11. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party.

12. This contract agreement shall be governed by the laws of the State of Texas and construed thereunder, and venue of any action brought under this contract agreement shall be in Bastrop County, Texas.

13. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement, and, to this end, the provisions of this contract agreement are declared to be severable.

14. Contractor shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association without prior written consent from City. Any such unauthorized sublease, assignment, sale, or transfer shall be grounds, at the option of the City, to immediately terminate this contract agreement.

EXECUTED this 11th day of May, 2026

City of Smithville:

____

Jeremy Frazier, City Manager

ATTEST:

____

Jennifer Lynch, City Secretary

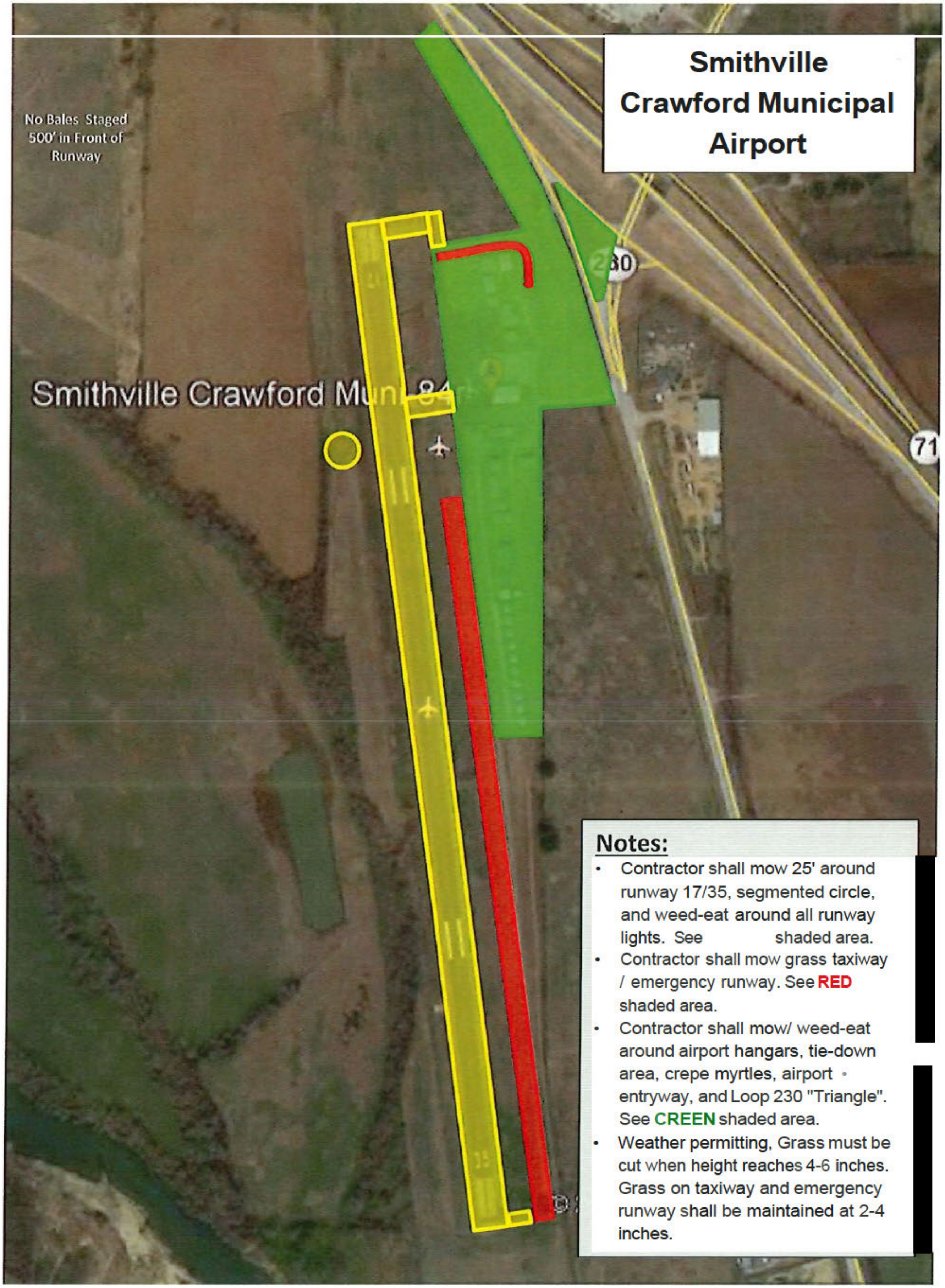
____

Nick Johnson, Contractor

Exhibit "A"

Charleston Blvd	$ 350.00
Triangle at 95 & 71	$ 350.00
Airport	$ 1,650.00
Airport Hangars	$ 400.00
Crepe Myrtles	$ 800.00
Total:	**$ 3,550.00**

Exhibit A
Airport Mowing Contract



Item #13

SUSTAINABILITY PARTNERS

Master Utility Service Agreement ("M-USA") - Overview

This summary is provided as a courtesy to assist potential customers by providing a general overview of the M-USA and its different components and features. The M-USA is a service contract that functions as a master contract between Sustainability Partners ("SP") and our customers. The M-USA sets the foundation for our entire relationship. SP solves the capital needs for infrastructure and partners with our Customers to keep it reliable, safe, and improving.

The M-USA is a simple and transparent agreement that is uniform across all customers, assets, and geographies with no margins added to vendor, product, installation, or capital sourcing costs. Typical legal contracts of this nature may be hundreds of pages in length. SP's M-USA is only 10 pages! As this is a standardized and underwritten agreement, any agreed upon material changes to the M-USA must be set forth in the Additional Terms contained in the Service Addendum.

The M-USA has the following components:

- M-USA Signature Page
- Exhibit 1: General Terms and Conditions, which includes the Glossary
- Exhibit 2: Service Addendum
- Exhibit 3: Notice to Proceed
- Exhibit 4: Certificate of Acceptance
- Exhibit 5: ACH Agreement

SP Services

Included in the M-USA are different service offerings provided by SP. The services are part of every master contract to address the flexibility needed by our Customers. Every Customer has specific goals they are trying to achieve today and unexpected goals that will arise in the future they will have to address. SP's main services are *Infrastructure as a Service®* and *Capital Recovery Service™* are just two of the tools among many provided by SP that give our Customers the flexibility they need.

Infrastructure as a Service
This is our traditional utility-like service in which SP owns the infrastructure and the Customer pays a Usage Rate for that infrastructure. There is no upfront payment required from the Customer.

Capital Recovery Service
This service allows Customers to monetize their current infrastructure assets and directly own the new infrastructure assets when needed. SP provides the funds directly for the Customer to use, which allows the Customer to own the infrastructure. The repayment of the funds provided (the "Rights Fee") is based on a percentage of an identified revenue stream. This payment method is necessary to meet the requirements of GASB 60.

As a result of the many flexibilities and options in the master contract, there are specific provisions that will and will not apply depending on each specific Service Addendum project and Customer need.

M-USA & Exhibits Summarized

Exhibit 1 – General Terms and Conditions, and a Glossary of Terms

This Exhibit consists of a ten-page document that contains governing terms, conditions, and defined terms for the contractual relationship between SP and our Customer.

Section 1. The Sustainability Services

In this Section, the Customer engages the SP Entity as an independent contractor to provide Services at the Location specified in the Service Addendum.

Section 2. USA Payments

The USA Payment is the amount listed in the Service Addendum and paid directly to the SP Entity.

The monthly USA Payment is calculated as follows: Usage + Capacity + Availability + Minor Maintenance and Care (MMC) + Major Maintenance and Renewal (MMR) + Deferred Catchup. As set forth above, although the USA Payment can consist of each of these components, they may not be applicable for each specific Service Addendum.

The payment process begins once the Certificate of Acceptance ("CoA") is executed. The SP Entity will electronically send the Customer a monthly invoice. Customers must pay in full within 30 days. If the Payment is late, then there is a 1.5% interest charge per month until payment is made. If applicable, invoices are subject to state law provisions requiring government entities to pay valid and proper invoices in a timely manner ("Prompt Payment Act").

If there is an interruption in collecting usage data ("Data Interruption") from the Units and the USA Payment could not be calculated, then the SP Entity may estimate the payment based on historical usage. If the data becomes available within six months, the SP Entity will reconcile the next invoice with actual data and provide a true-up.

Customers which are government entities are subject to legislative appropriation whereby funds are set aside for USA Payments. Lack of appropriations does not cause breach or default as long as USA Payments are treated the same as ("pari-passu") all other utilities.

Section 3. Unit Procurement, Installation and Acceptance

This Section includes details about selecting specific Units and vendors or contractors ("Vendors" or "Contractors"). Simply put, both selections must be agreed upon by both the SP Entity and the Customer, then written agreements with all vendors will be executed, which is termed a Master Goods and Services Agreement ("MGSA").

If a government entity requires a competitive bid process ("Competitive Bidding"), then those rules will be applied and followed.

Following the execution of the NtP, the SP Entity proceeds with procuring the Units. This section also specifies an amount that may not be exceeded known as the installation limit ("Installation Limit" or "Installation Limit/Unit") to prevent excessive or unexpected costs. If for some unexpected reason (e.g., concealed or unknown physical conditions), costs are expected to exceed the Installation Limit, then the Customer and SP Entity will jointly and promptly investigate and determine what to do. If additional costs are incurred, the Customer can either choose to pay those costs directly, the SP Entity can pay for the costs and then adjust the Usage Rates in the Service Addendum, or choose to terminate the M-USA.

Section 4. Unit Operation

The Customer is solely responsible for the Units and required to keep the Units at the Location specified in the Service Addendum. The Customer must notify SP if there is a malfunction, defect, or interruption in operation or condition of the Units.

Section 5. Customer Care at the Location

The Units are entrusted in the Customer's care while at the Location, so the Customer is responsible for protecting the Units from damage, modification, vandalism, interference, or destruction.

The Customer is required to have property and liability insurance on the Units; the SP Entity can obtain the insurance for the Units on behalf of the Customer, the cost for which is added to Customer's monthly invoices, or the Customer may acquire insurance for the Units directly.

Section 6. Ownership & Reporting

When the SP Entity is the owner of Units, the Units are not deemed part of the Customer's Location.

There may be grants, federal funding, rebates, etc. ("Incentives") with respect to the Units. If so, the Customer is responsible for obtaining such Incentives.

The Customer will not directly or indirectly cause nor create any lien ("Lien") to be placed on Units.

Section 7. Major Maintenance / Renewal

SP refers to Major Maintenance / Renewal as "MMR." MMR means a replacement, major overhaul, substitution, or material upgrade of the Units from time to time. This is completed using a reserve fund ("Support Reserves") for unplanned maintenance, breakdown, or emergency repair. Support Reserves are also a way to pre-fund a Unit's replacement at the Customer's option. The MMR values are identified separately in the Service Addendum.

Section 8. Minor Maintenance / Care

SP refers to Minor Maintenance / Care as "MMC." MMC is the performance of warranty services, ongoing maintenance, repairs, and updates for the Units. MMC is determined in collaboration with the original equipment manufacturer ("OEM") for expected annual maintenance necessary to keep Units efficient and in a condition sufficient for the asset to operate reliably, safely and at performance targets ("State of Good Repair"). This may include inspections, scheduled replacement of ancillary components or preventative measures to keep Units operating at their best. MMC is paid for with Support Reserves.

Section 9. Reserves and Costs

A portion of the USA Payments will be applied to Support Reserves as agreed upon in the Service Addendum.

Section 10. The Term

The commencement or M-USA initial term ("Initial Term") starts when the Customer executes the CoA. It automatically renews every 30 days, unless the Customer gives written nonrenewal notice 30 days' prior to terminate the M-USA.

Section 11. Changes

If there are unused contingency reserves related to the Units installation ("Installation") 90 days after the CoA is signed, the SP Entity will calculate and appropriately lower the Customer's monthly Usage Rate.

Section 12. Limitations on Liability

The SP Entity is not liable for indirect, special, or other damages, and the SP Entity's total liability does not exceed the total USA payments actually paid to the SP Entity.

Section 13. Default; Remedies

If either the Customer or SP fails to pay anything agreed upon within 30 days of its due date and also does not make the payment within 10 business days of written notice of non-payment, then the non-defaulting party, either Customer or SP, may terminate the M-USA.

If either Customer or SP fails to substantially perform any material obligations agreed upon in the M-USA and does not fix the performance within 10 business days of written notice, then the non-defaulting party, either Customer or SP, may terminate this M-USA.

Section 14. Obligations Following Termination

This section sets forth options for parties if the agreement terminated. Customers may either acquire ownership or a sole use license of the Units, or when the Service Addendum allows, uninstall and return the Units in good condition. If a positive balance is remaining in the Support Reserve after paying any unpaid obligations, the amount shall be distributed to the Customer.

Section 15. Dispute Resolution; Governing Law

The Customer and SP agree to arbitration if Customer is not a governmental entity. For governmental entities, the governing law and venue in the Location State of the project is defined as the ("Dispute Resolution State"), which is where the project is located.

Section 16. SP Entity Agent

SP is the authorized agent of the SP Entity to receive notices, invoices, collect payments and make SP Entity decisions, give instructions and take actions contemplated in the M-USA.

Sections 17-28. Standard Legal Clauses

The M-USA is a service contract, and no other representations or warranties are made by either Customer or SP. Customers are responsible for taxes, if any, and SP maintains its patents, trade secrets and intellectual property.

A force majeure event is an event or circumstance or series of such beyond the reasonable control of either the Customer or SP (e.g., acts of terrorism, war, riot, earthquake, hurricane, etc. causing loss of internet, electricity, etc.), which then may cause obligations under the M-USA to change.

Additionally, the M-USA may not be transferred to another party without written consent and no third-party beneficiaries are allowed.

Exhibit 2 – Service Addendum (“Service Addendum”)

The Service Addendum specifies the project details, including assets (“Units”), location(s) (“Location”), and monthly usage charge (“USA Payment”). There is no financial obligation or cost to Customers when signing the Service Addendum.

Exhibit 3 – Notice to Proceed (“NtP”)

The NtP is signed after the M-USA and the Service Addendum have been executed and all of the approved vendor contracts and pricing have been finalized. The NtP will also confirm the number and type of the Units.

Fully executing the NtP creates a binding legal agreement for the particular project, and it is not until this point that the Customer is financially obligated to pay the USA Payment when the Units are installed.

Depending on the project, there may be multiple NtP’s signed. This often happens with very large projects involving increased volume Unit orders (e.g., water meters). If a NtP is not utilized for this purpose, a Change Order will document the increase in the scope and pricing.

Exhibit 4 – Certificate of Acceptance (“CoA”)

The CoA is signed by the Customer to accept delivery, installation, and performance of the Units provided under the Service Addendum and verifies that the Units have been fully and properly installed, tested, are fully operational and ready for use.

The CoA will list the Units being accepted for that point in time.

For some Customer projects, there may only be one CoA and other projects may have several CoA’s as the project proceeds and Units become available for use.

Exhibit 5 – ACH Agreement

The ACH Agreement allows the Customer to conveniently make the monthly USA Payments utilizing the Automatic Clearing House (“ACH”) network for all Customer payments to the SP Entity.

Master Utility Service Agreement

The parties to this Master Utility Service Agreement ("M-USA") are ________________________________ ("**Customer**") and Sustainability Partners LLC, a Delaware public benefit limited liability company ("**SP**").

This M-USA sets forth the General Terms and Conditions attached as Exhibit 1 (the "**General Terms**") that apply to all solutions and services to be provided to Customer as described in each subsequently fully executed document that is substantially similar to the following:

Exhibit 2 (each a "**Service Addendum**" or "**SA**") by the entity named in such SA (as applicable, the "**SP Entity**");

Exhibit 3 (each a "**Notice to Proceed**" or "**NtP**") that is associated with a specific part of or an entire SA;

Exhibit 4 (each a "**Certificate of Acceptance**" or "**CoA**") that is associated with a specific part of or an entire NtP; and

Exhibit 5 (each an "**ACH Agreement**" or "**ACH**") that is associated with every SP Entity of each NtP and must be executed where not prohibited under applicable laws, prior to the related NtP being effective.

Any inconsistency in the Agreement as between its component documents shall be resolved by giving precedence in the following order: Exhibit 4 – CoA; Exhibit 5 – ACH; Exhibit 3 -NtP; Exhibit 2 – SA; and Exhibit 1 – General Terms.

This M-USA is entered into by and between the undersigned parties for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of ________________, 2025.

______________________________	Sustainability Partners LLC
By: ______________________________	**By:** ____________________________
Name:	Name: Adam T. Cain
Title:	Title: President
Phone:	Phone: (480) 845-0400
E-Mail:	E-Mail: acain@s.partners
Address:	Date: __________________, 2025

Exhibit 1
General Terms and Conditions

These General Terms and Conditions ("**General Terms**") apply to and are incorporated into each Agreement (defined below) between the Parties. Capitalized terms used but not defined in these General Terms have the meanings given in the applicable Agreement.

1. The Sustainability Services. Customer engages the SP Entity as an independent contractor to provide the following services (the "**Services**") at the Location on the terms set forth in the Agreement for Unit(s):

   1.1. *SP Entity ownership*. If the SP Entity is funding the Unit(s), the SP Entity will acquire and cause the Unit(s) to be installed at the Location and retain all Unit(s) ownership;

   1.2. *Customer ownership*. If the SP Entity is paying a Rights Fee or the Unit(s) are Customer funded, the Customer has and retains all Unit(s) ownership and operation rights provided there is no Payment Default;

   1.3. *Maintenance*. Whether SP Entity ownership or Customer ownership, maintenance costs of Unit(s) shall be as provided for in Sections 7, 8, and 9; and

   1.4. *Usage.* Unless there is a Payment Default, the SP Entity allows Customer's full operation of the Unit(s) at the Location during the Initial Term and any and all subsequent Additional Terms (each being defined in the SA and collectively defined as the "Term").

2. USA Payments.

   2.1. *In General*. Customer agrees that the USA Payment is for an Essential Utility Service, and Customer will pay the USA Payments to the SP Entity as calculated in the Agreement. Where the Revenue Sharing Source is the source of USA Payments and the Revenue Sharing Source amount is insufficient to satisfy the USA Payments due, Customer will pay the shortfall in the difference between such Revenue Sharing Source amount and the USA Payments as invoiced by the SP Entity in accordance with Section 2.2.

   2.2. *Invoicing and Payment*. The SP Entity will electronically invoice Customer monthly, and invoiced amounts are due in full within 30 days of delivery by wire transfer or by such other payment method as Customer and the SP Entity shall hereafter agree. If, (a) at the time of the invoice being issued, Customer is not investment grade (being rated at least BBB- by Standard & Poor's, Baa3 by Moody's Investors Service, or BBB- by Fitch Ratings), (b) a Payment Default has occurred with respect to any amounts payable to SP Entity, or (c) the invoice includes IaaI or Rights Fee related amounts, then the USA Payment shall be made prior to the due date by ACH.

   2.3. *Late Fees*. If there is a Payment Default with respect to any amount payable to the SP Entity, such amount will accrue interest at the Delinquency Rate, and Customer will bear the reasonable costs and expenses (including attorneys' fees and costs) incurred by the SP Entity in collecting such amounts.

   2.4. *Data Interruptions*. If data for calculation of a USA Payment is unavailable to the SP Entity at the time of invoicing, the SP Entity may estimate the payment associated with such Units based on historical Usage, usage of similar Units or other reasonable means; provided that (a) any such estimated amounts shall be clearly identified on the applicable invoice, and (b) if the relevant actual data becomes available within six months following the invoice date for the estimated payment, the SP Entity will reconcile on the next invoice the actual data with the estimated data and provide a true-up summary to Customer.

   2.5. *Excess Usage*. Should the aggregate USA Payments exceed the Maximum Expected Use, those funds will be credited to the Support Reserves.

   2.6. *Governmental Entity Provisions*. If Customer is a Governmental Entity and the USA Payment is not based on a Revenue Sharing Source or IaaI, the following provisions shall apply:

      a) *Utility Appropriations.* All authorization requests for appropriations and budgets which include Customer utilities shall also include sufficient funding specific to the SP Entity for all amounts due to the SP Entity and all amounts Customer reasonably anticipates will be due to the SP Entity prior to the next utility authorization request.

      b) *Legislative Appropriation*. The SP Entity acknowledges that Customer's payment of amounts due under the Agreement may be subject to the good faith appropriation by Customer's applicable legislative body of the availability of funds following legislative appropriation. Customer makes no representations, warranties, or covenants, express or implied, that the legislature will make such appropriations sufficient for its Essential Utility Services. While the Customer (i) uses its best efforts in good faith to pass appropriations for Essential Utility Services, (ii) keeps the SP Entity fully informed of such efforts, and (iii) no other Customer Essential Utility Service receives a relatively disproportionate pro-rata payment appropriation than what is owed compared to the SP Entity, the Customer's unpaid and late USA Payments will not result in a Customer Payment Default.

      c) *Invoicing and Payment*. If there is an applicable Prompt Payment Act under applicable Law, then, as applicable (i) in lieu of application of Section 2.2 above, the SP Entity will electronically invoice Customer monthly, and invoiced amounts are due and shall be paid in full in accordance with the provisions of the Prompt Payment Act or as Customer and SP Entity subsequently agree and (ii) in lieu of application of Section 2.3 above, payments not made when due shall entitle the SP Entity to the maximum penalties and other remedies as set forth in the Prompt Payment Act.

      d) *Priority of Payments.* For IaaU and Rights Fee agreements, the Customer agrees payments to SP Entity will be treated pari-passu in all respects with payments to the Customer's other Essential Utility Services. Furthermore, the Customer represents that other than taxes, no existing, planned, or future encumbrances or obligations will take precedence for payment in front of these services and will provide timely documentation showing such upon SP Entity request.

3. USA Services, Unit Procurement, Installation and Acceptance.

   3.1. *Selection of USA Services and their Installed Units*. Customer and the SP Entity shall cooperate in defining the USA Service, including, if applicable, the specific design and specifications of the Installation together with information in support of SP underwriting where there is an intent for the SP Entity to fund the Units(s). The type of USA Service to be provided and their Unit(s) for installation at the Location, if any, shall be mutually selected by SP Entity and Customer as set forth in the applicable SA.

   3.2. *Competitive Bidding*. If Customer is a Governmental Entity, then to the extent that Customer or the SP Entity determines that a competitive bidding process is desirable or required under applicable Law, the selection of the Units, vendor(s), or contractor(s) for the Installation shall be in accordance with provisions of such applicable Law and conducted jointly by the SP Entity and Customer including requirements that the general contractor use commercially reasonable efforts to allow qualified local and/or minority or other preferred contractors have an opportunity to competitively bid on the SA. The awards will be based on lowest cost of usage from qualified bidder(s) or best value bidders(s) over the Unit's expected useful life, consistent with the requirements and analysis provided by the SP Entity. To the extent applicable, this Section 3.2 shall govern over the terms of Section 3.1.

   3.3. *Vendor Contracts*. A written agreement with an AV for Installation work (an "**Installation Agreement**"), solutions, and/or services covered by the Agreement (collectively, these agreements are referred to as the "**Vendor Contracts**") shall be mutually agreed upon by both Parties and executed by either the SP Entity or the Customer as determined by the related SA and subject to the other Party's written approval of such Vendor Contracts. Each Party shall be an express beneficiary to the Vendor Contracts' warranties, guaranties, and obligations. Each Party shall be independently entitled (without obligation) to enforcement of rights under the Vendor Contracts. Neither SP nor an SP Entity will perform the work of a contractor, including, without limitation, building, construction, demolition, repair, maintenance, design, engineering, delivery, commissioning, or related work.

   3.4. *Underwriting.* Following selection of the Unit(s) and AV(s) for the USA Services in accordance with the foregoing, the SP Entity shall make a good faith effort to contract for and underwrite the SA and Vendor Contracts. The Parties acknowledge that the pre-NtP underwriting approval may be contingent on agreement to enter into an amended and restated SA with updated Usage Rates. Until the NtP for a SA is fully executed, neither Party shall have any financial liability or obligation to the other with respect to the terms of the Agreement.

3.5. *Changed Expectations.* Should the SP Entity notify Customer of a Scope Contingency, Underwriting Contingency, Supply Chain Contingency or a material change in a condition upon which the SA relied (i.e., changes in the SA scope, FMEs, DTCs, or expectations of material terms from project contractors, service providers, vendors, Customer, or funding sources) that necessitates a modification to the Agreement to accommodate such change, then Customer may select one of the following options:

a) the SP Entity will update the Agreement as necessary to accommodate the changes; or

b) Customer will implement and assume responsibility for the changes directly without any additional obligation of the SP Entity; or

c) Customer will terminate the Agreement and reimburse the SP Entity for all SA Actual Costs incurred or resulting from the termination.

Until such time that one of the options specified above is selected and effectuated, further efforts towards the related Installation may be suspended by the SP Entity.

3.6. *The Installation*. Following Customer's issuance of a NtP: (i) the SP Entity may proceed with issuing the Vendor Contracts and engage Support, the costs of which shall be included as DTCs; (ii) the SP Entity and the Customer shall work collaboratively to cause the applicable AV(s) to perform in accordance with the Vendor Contract(s); and (iii) the Customer (through its staff, construction manager or project manager) will collaborate diligently and reasonably with the SP Entity representatives on the Vendor Contract(s) (including matters relating to the performance, conformity or timeliness of goods and services to be provided for the SA by the AVs).

3.7. *Project Facilitation*. The Parties shall be able to communicate directly with each other as often as reasonably necessary. Should a third-party consultant, agent, or advisor be retained for a SA, the other Party may provide Notice requesting the individual or firm be removed from the project. The Parties shall confer in good faith within 10 business days of the Notice to resolve the removal Notice. If the Parties cannot agree to a resolution, then removal shall be accomplished within 20 business days of the Notice and each Party shall hold harmless the other Party for the removal.

3.8. *Payment of the Direct Third-Party Costs*. Except as otherwise provided for in the Agreement, DTCs shall be paid in full by the Initial Funding Entity under the Agreement, and USA Services shall be performed pursuant to the Vendor Contract(s). Subject to the terms of the Agreement, the Initial Funding Entity agrees to pay the DTC, except to the extent the DTC exceeds the defined Installation Limit in the applicable SA.

3.9. *Protection against Liens.* The SP Entity agrees, at Customer's direction, to withhold payment to any AV of materials or services in connection with providing or installing any equipment associated with a USA Service until such AV executes and delivers to Customer lien waivers in relation to the Vendor Contract against Customer's property or against any Customer fund established for the payment of the USA Service. Customer shall not be responsible for making payments under the Agreement related to that AV until all such lien waivers have been delivered to Customer, if previously requested.

3.10. *Installation Payment Notices*. When the one Party is the Initial Funding Entity and the other Party is the contracting party with the AV, the Party that is the contracting party will provide the Initial Funding Entity a copy of each installation payment notice that will (a) identify the amount to be paid by the Initial Funding Entity, (b) the date by which payment must be made, (c) payment instructions for electronic payment to the AV, and (d) be delivered at least 10 business days prior to the date by which the payment must be made.

3.11. *Inspection of Installation*. At its discretion and with reasonable prior notice to and coordination with Customer, the SP Entity may at its sole discretion, periodically inspect the Installation. If a AV has not performed the Installation work in accordance with the Vendor Contract, then (a) Customer and SP Entity will endeavor to cause the AV to diligently cure such conditions, and if the AV fails to timely cure, the SP Entity may terminate such AV and engage another AV to cure such conditions with the associated costs being deemed SA Actual Costs, and (b) the SP Entity may suspend its obligations under the Agreement until such conditions have been cured.

3.12. *Late Installation Payments*. If the Initial Funding Entity fails to pay any undisputed installation payment amount when due and the other Party pays the AV such installation payment, then amounts will accrue interest at the Delinquency Rate, and the Initial Funding Entity will bear the reasonable costs and expenses (including attorneys' fees and costs) incurred by the other Party in collecting such amounts.

3.13. *Certificate of Acceptance*. Notwithstanding anything to the contrary provided for or implied in the Agreement:

a) *For Rights Fee or IaaI*: Customer will be deemed to have executed the applicable CoA (in substantially the form of Exhibit 4) and start remitting USA Payments upon Customer receiving the funds or control of the funds through either a bank deposit, escrow account, irrevocable trust account or payment to a Customer directed third-party.

b) *USA Service and Installations*. When Unit(s) have been installed and the Customer begins operating those Unit(s), the Customer will be deemed to have executed and delivered that applicable CoA and start remitting the USA Payments applicable to the Unit(s) upon receipt of an invoice. Otherwise, as Unit(s) are installed, the Customer shall be provided with applicable and periodic (no more frequent than monthly) CoA's for execution. If within 5 business days after delivery, the Customer has neither executed a CoA nor provided the applicable AV and the SP Entity in writing the specific defects that are within the statement of work for the Unit(s) being covered by the CoA, which need to be cured prior to executing the CoA, the CoA will be deemed executed and delivered by the Customer.

c) *AV Cures.* Should an AV not promptly cure any breach of applicable Vendor Contract to the Customer's and SP Entity's satisfaction, subject to any notice and grace periods provided for in such Vendor Contract, the SP Entity may in good faith initiate immediate binding arbitration before an independent arbitrator competent in such matters to clearly define the scope of any remaining work under the applicable Vendor Contract(s). Upon SP Entity's selection of the arbitrator, both the AV and Customer will have three business days to provide a written reasonable objection to the selection with specific details outlining the basis of such objection. This process shall be repeated until an arbitrator is identified to which no party objects. Once all work covered by the statement of work set forth in the applicable SA has been substantially completed in accordance with the applicable Vendor Contract or, if silent, then completed in accordance with customary industry standards, the Customer agrees the CoA is then deemed executed and delivered by it.

3.14. *Installation Delays*. Except to the extent solely caused by a delay of either the SP Entity or AVs, if the CoA has not been executed and delivered (or deemed executed and delivered) by Customer on or before the Completion Target specified in the SA, the Customer will pay an amount equal to the Carrying Charge percentage of the SA Actual Cost within 30 days after receipt of SP Entity's invoice therefor and an additional Carrying Charge each 30-day period thereafter during which such condition continues on SA Actual Cost. Subject to the foregoing, the AVs are solely responsible for the performance, conformity or timeliness of goods and services to be provided for the Installation.

4. Unit Operation.

4.1. *Customer Operation*. Except to the extent expressly prohibited under applicable Law or to the extent responsibility for same is specifically otherwise allocated in Sections 7, 8, and 9, Customer (i) is solely responsible for the Unit(s) while in Customer's possession or operations and (ii) will indemnify, defend, and hold harmless SP and the SP Entity from and against any and all Claims relating to the Unit(s) (including without limitation Customer's operation, use or possession of the Unit(s)).

4.2. *Unit Location*. Customer will keep the Unit(s) at the Location, except to the extent the SP Entity approves otherwise in writing. The Unit(s) shall be used solely in the conduct of Customer's business. Customer warrants that the Unit(s) will be used for commercial or business purposes and not for consumer, personal, home or family purposes.

4.3. *Malfunctions; Defects; Changes to Environment*. Customer will promptly notify the SP Entity if Customer discovers a material malfunction, defect or interruption in the operation or condition of the Unit(s) or material change to an integral environmental resource, including water, energy, gas, or air that may degrade the Unit performance, maintenance, or UL. Customer may, at its own risk, continue operating the Unit(s) that Customer knows is not in good and working condition only to the extent approved in writing by the SP Entity.

4.4. *Efficiency Programs/Features*. The SP Entity may incorporate demand response, performance/maintenance monitoring/updating, and similar programs or features into the operation of the Unit(s). Customer must provide Notice of approval, prior to implementation of a new program or feature where there is a reasonable expectation of material impact to Customer's operations. Such approval to not be unreasonably withheld or conditioned.

5. <u>Customer Care at the Location</u>.

5.1. *In General*. The Unit(s) is/are entrusted in Customer's care while at the Location. While any Unit is at the Location, Customer shall be responsible for protecting such Unit from damage, modification, vandalism, interference, or destruction (excluding any damage, modification, or destruction solely and to the extent caused by the SP Entity or defect in the Unit itself), ensuring interconnected systems are performing reliably, safely, and effectively with related services not adversely impacting Expected Use defined in the SA.

5.2. *Obstructions; Interference*. Customer will keep all areas in and around the Unit(s) free from any obstruction or interference that may impair the Unit(s) performance, installation, access, maintenance, or removal. Except as otherwise provided by the Agreement or otherwise authorized by the SP Entity in writing, Customer will not allow any service, alteration, modification, interference, or other infringement upon the Unit(s).

5.3. *Insurance*. Should the Customer not obtain and maintain (as primary insurance for the SP Entity and Customer as co-insureds as their interests may appear in the Agreement) reasonable insurance coverage, including, liability insurance and insurance against loss or damage to the Unit(s), in such amounts and coverages, in such form and with such insurers as are reasonably satisfactory to the SP Entity and that will name SP and the SP Entity, its successors and/or assigns, as loss payee and additional or co-insured with a certificate evidencing the same as to each policy, SP Entity shall have the right to obtain such insurance while the Unit(s) is/are at the Location and, to the extent not prohibited under applicable Law, and add its pro-rated cost of such insurance to the USA Payments due to the SP Entity. The applicable certificates of insurance will expressly provide that the Customer's policies may not be terminated or permitted to lapse or significantly modified without giving the SP Entity at least 30 days prior Notice.

5.4. *Connectivity*. When required for the project and in accordance with all Location security protocols, Customer will provide, at no cost to SP Entity, continuous Internet access to the Unit(s) at the Location during the Term to enable the SP Entity to monitor and collect data to facilitate reliability, maintenance, performance, usage, and replacements, as well as supporting initiatives, such as demand response, benchmarking, and forecasting. SP Entity agrees to use diligent and reasonable efforts to comply with Notices regarding the protection of Customer's internal data and systems.

5.5. *Access*. During the Term of the Agreement and for 120 days thereafter, to the extent not prohibited under applicable Law, and in accordance with all Location security protocols, the SP Entity and its agents, employees, affiliates, suppliers, contractors, subcontractors, lenders, and insurers may enter and access the Location to perform activities contemplated by the Agreement and, if necessary, to protect the SP Entity's interests in the Unit(s). Notwithstanding the foregoing, Customer may, upon at least three business days prior Notice to the SP Entity identifying the relevant details, reject specific personnel who have previously failed to comply with codes of conduct or other similar policies applicable to Customer's personnel at the Location.

6. <u>Ownership & Reporting</u>.

6.1. *SP Entity Ownership*. To the fullest extent not prohibited by applicable Law, the SP Entity owns and will continue to own all title and legal and beneficial ownership interests in the SP Entity funded Unit(s). All SP Entity funded Unit(s) and other assets of the SP Entity used in performing the Services will remain the sole property of the SP Entity, and will not be deemed attached to, a part of, or fixture to, the Location. All tax filings, reports and other documentation shall be filed accordingly in a timely and consistent manner. Customer is entrusted with possession of the SP Entity funded Unit(s), without the transfer to Customer of any ownership interest therein, only to use those Unit(s) at the Location during the Term. Customer's continued operation of the Unit(s) is expressly conditioned on Customer's timely payment of USA Payments. During the occurrence and continuation of a Payment Default, or following a termination of the Agreement as a consequence thereof, SP Entity may, subject to applicable Law, exercise and enjoy all of the attributes of ownership of, and full dominion and control over the Unit(s), including preventing Customer (and all other Persons), by all legal means to enter onto, have access to, use or operate the Unit(s). Except as expressly provided in the Agreement, the Agreement will not be construed to transfer any ownership or control of SP Entity funded Units(s) nature or method of use. In the event of a Bankruptcy Trigger with respect to the Customer or the SP Entity, the other Party shall be treated as a licensee of the Unit(s) under and pursuant to 11 U.S.C section 365(n) when in the United States or similar legislation if such bankruptcy proceeding occurs elsewhere. In the event of a Liquidation Act with respect to either Party, the non-Liquidation Act Party shall have an option for the Disposition of any affected Units on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for a Disposition Fee of $1.00.

6.2. *Ownership Notice Filings*. The SP Entity may file or record any documents or instruments, including registering the SP Entity's interest with the applicable Filing Methods to give third parties notice that the SP Entity is the owner of the SP Entity funded Unit(s). Only where the Customer owns the Unit(s), has an outstanding IaaI amount, there has been a Payment Default with respect to any amount payable to the SP Entity or the SP Entity has a concern the Customer may be deemed the Unit(s) owner without the Agreement being terminated, to the extent not prohibited by applicable Law: (a) the Customer grants the SP Entity continuing security interests and liens sufficient to be reasonably collateralized for the Agreement obligations with the right to have filed any documents to aid in creating, perfecting, maintaining, and/or protecting these interests and their priority; and (b) Customer must obtain SP Entity written consent prior to any collateral transfer, encumbrance or similar limitation.

6.3. *Incentives*. Unless otherwise specified in the applicable SA, during the Term of the Agreement the Customer shall be responsible for obtaining and may receive all Incentives with respect to the Unit(s). Customer agrees to inform the SP Entity on a timely basis of all Incentive related communications that may affect obtaining such Incentives after the Term of the Agreement. SP Entity retains the economic benefits from activities independent of the Customer such as depreciation, financial restructuring, cash discounts, volume incentives, training credits, leverage, and investments. When Incentives are factored into the Usage Rate(s), and the Incentive is denied in part or whole or the subject of recapture, Customer will either agree to the revision of the Usage Rate(s) or pay for the loss of such Incentive.

6.4. *No Liens by Customer*. Customer will not directly or indirectly cause or create any Lien on or with respect to any Unit(s) that are SP Entity funded or any asset that is a Revenue Share Source or that a Party has a usage right in except as otherwise agreed in writing by the Parties, and, to the extent not prohibited under applicable Law, will indemnify SP and SP Entity against all costs and expenses (including attorneys' fees and costs) incurred by either SP or the SP Entity in connection with endeavoring to discharge, release or terminate such encumbrances or in litigating to quiet title as to or relating to any Liens.

6.5. *Reporting*. Customer shall accurately and timely document, collect, maintain, and file all government reporting regarding Unit(s) related to safety, use, maintenance, warranty, emergency response, operators, permits, complaints, accidents, and performance with copies simultaneously sent to SP Entity.

6.6. *SPS.* Customer acknowledges that the SP Entity will engage Sustainability Partners Services LLC (**"SPS"**) to perform certain contractual requirements for the SP Entity under the Agreement and use SPS as the IS for the Unit(s) UL. In the event of an SPS uncured default of its material contractual obligations with respect to a NtP, SP Entity shall have the right to replace SPS as IS for such NtP subject to Customer approval, which such consent shall not be unreasonably withheld.

7. Major Maintenance / Renewal.

7.1. *Unit Major Maintenance / Renewal (MMR*). During the Term of the Agreement and prior to any Unit Disposition to Customer, should either Party provide Notice of having material concerns over any and/or all Units reliability, safety, performance, maintainability, or effectiveness, then a curative MMR event shall be deemed to have occurred (an "**MMR Event**").

7.2. *Performance Default*. If within a reasonable time after Notice of an MMR Event, the SP Entity fails to provide a CO or other solution to address the MMR Event and Customer does not provide a timely and SP Entity approved alternative solution to the MMR Event or if the Customer fails to approve the proposed CO or objects to use of the Support Reserve for involved DTC costs, then the Agreement will be deemed to be in Performance Default.

7.3. *Install Date*. The applicable Install Date for any Renewed Unit(s) shall be the date of the CoA (or deemed delivery of the CoA) of the Renewed Unit(s) in accordance with Section 3.13. The UL for Renewed Unit(s) shall be updated based on the date of CoA (or deemed CoA) of the Renewed Unit(s) characteristics, and the material and labor portion of Unit(s) Actual Cost shall equal the new cost plus where MMR Event occurs prior to the expiration of the old UL, the revised Actual Cost relating to the Unit(s) prior to replacement ((old UL - amount of UL used at MMR Event) / old UL) * old Unit(s) Actual Cost). Should annual USA Payments be less than required to cover SP Entity obligations, SP Entity may apply the Support Reserves to reduce the difference.

8. Minor Maintenance / Care.

8.1. *Minor Maintenance / Care (MMC)*. Customer shall be solely responsible to Operate the Unit(s). Notwithstanding the foregoing, the SP Entity shall have the right, but not an obligation, to cause the MMC to be performed, in collaboration with the Customer, to the extent SP Entity deems necessary or appropriate in its sole discretion to keep the Unit(s) in a State of Good Repair, the cost of which shall be included as Support Costs and reduce the Support Reserves accordingly.

8.2. *Approved Vendor*. Except as otherwise provided in the Agreement, Customer will restrict performance of the MMC to one of the AVs. Either Party may request by written Notice to have a new AV be added to the AV list. If the other Party fails to respond to such Notice within 10 business days, then such suggested AV shall be deemed to have been added to the SA list of AVs. Customer and SP Entity agree that only AVs may be used for Unit related repairs.

8.3. *Unit Critical Repair*. Should a Unit that is needed immediately be inoperable, and no AV is available to affect an immediate repair, Customer or SP Entity, as applicable, shall use their best judgment in causing the Unit to be immediately repaired by a non-AV vendor using the same standards as provided in Section 8.5(b) with such repair being paid for through the Support Reserve.

8.4. *MMC Agreements*. MMC will be performed pursuant to a written agreement between either SP Entity or Customer (as determined by the related SA) and an AV that has been approved by both Customer and SP Entity (a "**MMC Agreement**"), such approval not to be unreasonably withheld or delayed. If a Party fails to respond within 10 business days of receipt of a proposed MMC Agreement, that Party's approval will not be required for such MMC Agreement. The non-contracting Party shall be an express third-party beneficiary of the MMC Agreement and the AV's warranties, guaranties, and obligations with respect to the Unit maintenance, and shall be independently entitled (without obligation) to enforcement thereof.

8.5. *AV Replacement*. If Customer or the SP Entity determines that an AV cannot reasonably be relied upon to perform Unit care consistent with adequate quality, reliability, or efficiency, or following a Material MMC Cost Increase, then

a) MMC will be performed by a different AV identified on the SA, and

b) Customer and the SP Entity will jointly endeavor to identify a replacement AV capable of performing Unit care with the appropriate quality, reliability, and efficiency at the lowest applicable cost, and

c) the Parties will update the SA to reflect any such different AV and the applicable Material MMC Cost Increase.

8.6. *Material MMC Cost Increases*. If Customer becomes aware of a Material MMC Cost Increase, Customer will promptly notify the SP Entity in writing, as promptly as reasonably possible, before contracting with the AV for further Unit MMC.

8.7. *Inspection of Unit MMC*. At its discretion, with reasonable prior notice to and coordination with Customer, the SP Entity and IS shall always have reasonable access to the Location as may be necessary and/or appropriate to inspect the Unit MMC work performed or being performed. If the AV has not performed the Unit MMC work in accordance with the MMC Agreement and in accordance with applicable industry standards,

a) Customer will cause the AV to diligently cure such conditions, and

b) the SP Entity may suspend its obligations until the AV has cured such conditions. Items removed by the AV in connection with Unit care will be held by Customer for further instructions from the SP Entity regarding their inspection, collection and/or disposition.

9. Reserves and Costs.

9.1. *Resiliency Trigger*. "Resiliency Trigger" means the trigger identified in the SA where the Customer approves the SP Entity to make a good faith effort to provide temporary substitutes reasonably equivalent to the existing Units(s) whose usage became unavailable and to add any associated DTCs to the associated months' USA Payment. If a non-AV is used, then the Customer may decline payment of those DTCs in excess of what the reasonable costs would have been if an AV had been used unless the SP Entity has obtained Customer approval for such excess costs.

9.2. *Support Costs*. "**Support Costs**" means any Unit MMC, MMR and Support to be paid by the SP Entity that are DTCs. All other internal or other costs incurred by Customer are excluded from any payment obligation of the SP Entity. Customer is responsible for the operation, service, and safe keeping of the Unit(s). Accordingly, Support Costs exclude, and Customer (and not the SP Entity) shall be responsible for, the costs of any Unit MMC or MMR Event, including those in any way due to, arising, or resulting from improper operation, improper environmental controls, improper service, vandalism, Force Majeure Event, abuse, negligence, or willful misconduct by Customer or any third party, or a breach of the Agreement by Customer and said costs shall be paid forthwith and prior to any Remaining UL determination. For any Unit MMC and MMR Event (including associated costs of diagnosis and correction) for which the SP Entity pays but is not responsible for paying as Support Costs, Customer will pay the SP and the SP Entity's associated out of pocket costs and expenses. Additionally, Customer and the SP Entity are responsible for appropriate planning and coordination of MMC and MMR Event services.

9.3. *Creation of Support Reserves.* To support the reliability, durability, and safety priorities established by the Parties. As specified in the NtP, SP Entity will initially fund the MMC's and MMR's initial dollar and add additional funds periodically (Period) to maintain the Minimum, furthermore, a portion of the USA Payments may be applied to fund the Support Reserves, which Customer's contribution amount shall be determined in the applicable NtP. The SP Entity may invest reserves created by the Agreement into instruments reasonably equivalent to those with AA+ rating, the net proceeds of which will be retained by the Support Reserve.

9.4. *Payment of Support Costs.* The SP Entity shall pay Support Costs associated with the Unit(s) from the associated Support Reserve. If the Support Reserve is insufficient to fund certain Support Costs, then the SP Entity shall provide the Customer with a CO to pay for the excess Support Costs by adjusting either Unit(s) Usage Rates, Availability charges or additions to the monthly USA Payment. Should the Customer not provide timely approval or advance payment of the excess Support Costs, the SP Entity may terminate the Agreement. Unless specifically waived by the SP Entity, the SP Entity's payment of Support Costs shall be conditioned upon:

a) such Support Cost payment being actually due to an AV and being fully covered by the Support Reserve,
b) the absence of any existing or knowingly pending disputes between the Parties,
c) compliance to SP Entities usual and customary processes for vendor procurement, authorization, verification, billing and payment.

10. The Term.

10.1. *Commencement of Initial Term*. The Initial Term commences upon CoA in accordance with Section 3.13. The duration of the Initial Term and any Additional Terms are set forth in the SA. If Customer is the Initial Funding Entity, the Initial Term shall be for the period equal to the Unit's remaining UL.

10.2. *Renewal/Nonrenewal for Successive Terms*. The Initial Term will automatically extend for successive Additional Terms, unless Customer has given SP Entity written nonrenewal notice at least 30 days prior to the commencement of the applicable Additional Term. So long as there have been no Payment Defaults within the past 12 months and installation of all the Units in the SA has been completed, the Customer Notice of nonrenewal serves as Notice for a Customer's termination for convenience of the Agreement.

11. Changes.

11.1. Unused Contingencies. In the event there are unused Installation contingencies reserves 90 days after a final CoA for a complete Installation, the Customer shall elect to either: (1) add any unused contingency funds to the Support Reserves; (2) receive the unused contingency funds directly; or (3) apply unused contingency funds to the monthly USA Payments.

11.2. *Support Reserve Adjustments*. The annual increase contribution to Support Reserves due to Rate Index adjustments shall be as defined in the SA.

11.3. *Usage Rate Adjustments*. Prior to any change in Usage Rate(s) due to this Section 11.3, (a) the effective date for any such change will not be earlier than 30 days following Notice thereof and (b) Customer will have the right to terminate the Agreement upon Notice before the adjustment takes effect.

a) *Compliance Costs*. In the event of any change in applicable Laws regarding the Unit(s), the Location or the Agreement, Customer will either (a) promptly pay the full amount of the DTCs of complying with such change, or (b) agree to an adjustment to the Usage Rates(s) determined by the SP Entity for which the proportional increase may not exceed the percentage represented by such compliance costs relative to the sum of the Unit's Actual Cost.

b) *Customer Viability*. During a period where Customer's credit rating or letter opinion becomes speculative by a credible credit rating service, the SP Entity may reasonably adjust the Unit's Usage Rates and/or Lowest Expected Use which shall be effective upon delivery of the first invoice calculating such change(s).

c) *Location*. After NtP, should there be a material change to the use of a Location that was not Noticed by the Customer to the SP Entity, such as early termination of a major lease or significant change to the Location's specific purpose, then the SP Entity shall be entitled to a Change Order pursuant to Section 3.5 adjusting the applicable SA terms and rates to reflect such material change.

d) *Reduction Payment or "**RP**"*. At Customer's sole option, starting on the 4 year anniversary from the a Unit's Install Date, the Customer may once a year, propose to make an additional payment, a (a "**Reduction Payment**") of no less than 10% of the Unit's Actual Cost and no more than 33% of the Unit's Actual Cost. Following receipt of such a proposal for a Reduction Payment, if accepted, the SP Entity shall provide Customer with a CO containing updated Usage Rates (contingent on receipt of the Reduction Payment) determined by the SP Entity with the goal of achieving economics consistent with the methodology used to establish the Usage Rates in the existing SA but not exceeding the Return Limit.

e) *Usage*. Upon Customer's written request (no more than once annually) or if an annualized Unit's use over any 3 months of a 12-month period has been or is expected to be less than 87% of the Expected Use over the remaining UL, the SP Entity may adjust the Unit's Usage Rate, Availability and/or Lowest Expected Use to reflect changed expectations. Where Unit(s) are part of a Rights Fee and the reduction in Unit's use or net revenue share is material, the SP Entity may elect to terminate the Agreement.

f) *Rate Indexing.* At the beginning of each year following the end of the Starting Year, the components of the USA Payment may be adjusted by the Rate Index averaged over the Smoothing period and aggregated from last adjustment and applied as identified in the SA.

12. Limitations on Liability.

12.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR OR IMPLIED IN ANY AGREEMENT OR UNDERSTANDING AMONG THE PARTIES, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW:

a) NONE OF THE SP ENTITY, SP, OR ANY OF THEIR RELATED PARTIES BE HELD LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR HARM TO REPUTATION) ARISING FROM, OUT OF OR IN CONNECTION WITH THEIR PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT

b) AGGREGATE LIABILITY UNDER THE AGREEMENT ARISING FROM, OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON–PERFORMANCE OF THE AGREEMENT SHALL EXCEED THE TOTAL USA PAYMENTS ACTUALLY PAID TO THE SP ENTITY UNDER THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH SUCH LIABILITY WAS CREATED. THE USAGE RATES REFLECT, AND ARE DEPENDENT UPON, THE FOREGOING LIMITATIONS OF LIABILITY.

c) None of the SP Entity, SP, or any of their related parties shall make any claim, representation or warranty, either express or implied, as to the fitness for a particular use or otherwise, quality, design, condition, capacity, suitability, accounting, merchantability or performance of the Unit or the services. EACH UNIT IS PROVIDED "AS IS." CUSTOMER ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM OR OFFSET WHATSOEVER AGAINST THE SP ENTITY BASED THEREON.

12.2. Upon delivery of the Unit(s) at the Location, Customer will be solely responsible for the Unit(s)' compliance with applicable Laws, Customer or manufacturer requirements, standards and policies, or any other applicable requirements and hereby assumes and will bear the entire risk of loss and damage to the Unit(s) from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Unit(s), Customer, at the option of the SP Entity, will (a) repair or replace the same to restore the Unit(s) to good condition and working order; or (b) replace the same, with like property of the same or greater quality and functionality.

12.3. Notwithstanding anything to the contrary provided for or implied in the Agreement, the terms of this Section 12 shall survive any termination of the Agreement, regardless of cause or purpose.

13. Default; Remedies.

13.1. *Customer Payment Default*. Unless SP Entity receives a good faith Notice from Customer within 20 days of invoice receipt (i) describing in reasonable detail a dispute specific to the invoice amount and (ii) the undisputed portion has been paid in full, the entire invoice is deemed approved. Each invoice approved (or deemed approved) that remains unpaid within 10 business days after the due date will be deemed a default hereunder a ("**Payment Default**") allowing the SP Entity to seek collection of payment and terminate the Agreement upon Notice to Customer. Furthermore, Customer agrees to use best efforts to accomplish and/or support the safe implementation of any restrictions to use and/or access to the Unit(s) specified by the SP Entity during the occurrence and continuation of a Payment Default and to promptly reimburse the SP and the SP Entity for their related direct and indirect costs. Furthermore, Customer agrees it is its responsibility to minimize all direct or indirect harm related to a Payment Default.

13.2. *Performance Default*. If a Party fails to substantially perform any material obligation other than payment under the Agreement (a "**Performance Default**") and fails to cure such Performance Default within 10 business days after Notice thereof, the non-defaulting Party may terminate the Agreement upon Notice to the other Party.

13.3. *Specific Performance/Injunctive Relief*. The SP Entity shall be entitled to seek specific performance or injunctive relief as a remedy for any Payment Default.

13.4. *Exclusive Remedies*. The remedies expressly provided in the Agreement are the sole and exclusive remedies of the Parties in connection with breaches of the Agreement, provided that the Parties will at all times maintain the right to not extend the Agreement at the end of the Initial Term or Additional Term, as applicable, and further provided that the foregoing remedies are in addition to any late fees and accrual of interest expressly provided elsewhere in the Agreement.

14. Obligations Following Termination.

14.1. *Disposition upon Termination*. Except to the extent otherwise required in this Section 14, upon a termination of the Agreement for any reason, Customer will immediately (a) if the Agreement expressly provides that Customer has a "Right of Return" ("**RoR**"), (where the Certificate of Acceptance has been fully executed or deemed executed and all USA Payments have been received by the SP Entity), uninstall and deliver all Unit(s) and all property of the SP Entity in Customer's possession or control, to locations identified by the SP Entity but no further than the Unit(s) manufacturer's closest reconditioning center, at Customer's sole expense, in undiminished performance or aesthetics from initial installation, using manufacture compliant packaging and documentation sufficient for individual resale, within 10 business days, or (b) effectuate Disposition of Unit(s) to Customer within 45 business days as provided in Sections 14.2 and 14.3 below, as applicable and execute a General Release.

14.2. *Termination*. Upon a termination of the Agreement for any reason, Customer shall pay the aggregate of any Deferred USA Payments plus:

a) *IaaU Addendums*: Any Disposition of an SP Entity owned Unit(s) to the Customer shall be on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis from the SP Entity. Customer will receive rights to Unit warranties and Unit maintenance agreements. Customer shall pay a disposition fee for the Disposition of each Unit(s) for an amount of no less than $1 as calculated in (i) and (ii) below:

(i) the Unit(s)' Actual Costs not covered by the Support Reserve multiplied by the fraction represented by the Unit's (i) Remaining UL divided by (ii) Remaining UL plus its Qualified Usage for all Unit(s);

(ii) in lieu of Section 14.2(a)(1), either Party may elect to use the Unit's Actual Cost – Total Depreciation + Public Benefit Offset (as applicable, the "**Disposition Fee**").

b) *Rights Fees and IaaI Addendums*: Customer shall pay the aggregate of any Unredeemed Disbursements.

14.3. *Unit Disposition upon Other SP Entity Termination*. Subject to and without limiting any other provision providing for the Disposition of the Unit(s) on different terms, upon a termination of the Agreement by the SP Entity without cause, Customer will receive Disposition of any affected Unit(s) funded by the SP Entity (in lieu of any uninstallation, removal or collection of the Unit(s) otherwise contemplated by the Agreement) on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for a Disposition Fee of $1.00, if so elected in writing by the SP Entity in its sole discretion.

14.4. *Survival and Other Continuing Obligations*. For clarity, no termination of the Agreement will relieve Customer's obligation to pay all USA Payments through the date of termination, incur and pay additional USA Payments if Usage continues, any other charge(s) that Customer has incurred under the Agreement, applicable Customer's indemnification obligations under the Agreement, or the SP Entity's obligation to pay amounts due to Customer prior to termination (together with all provisions of the Agreement that relate to the enforcement of rights and remedies) which shall also expressly survive any termination of the Agreement until all of such obligations have been satisfied in full.

14.5. *Termination of Further Payment Obligations.* Upon termination of the Agreement, SP and the SP Entity will not be liable for payment of any installation, material, freight, restocking fees, cancellation charges, warranty, permits and maintenance cost or other costs not actually performed prior to such termination.

14.6. *Reserve Surplus*. To the extent the Support Reserve has a positive balance upon a termination of the Agreement, such amount shall first be applied to satisfy any unpaid obligations of Customer to the SP Entity and thereafter any remaining amount shall be distributed by the SP Entity to Customer or used to offset the Disposition Fee.

14.7. *Offsets*. Customer agrees the SP Entity shall be due the Disposition Fee upon termination of the Agreement for any reason, which fee will only be reduced or limited by applying any USA Payment overpayments or Support Reserves to limit SP Entity return on capital to the Return Limit.

15. Dispute Resolution; Governing Law.

15.1. *Governing Law; Jurisdiction*. The laws of the Dispute Resolution Location will govern the terms of the Agreement without giving effect to conflict of laws principles. Subject to Section 15.2 below, each Party consents to the exclusive Venue Jurisdiction. Each Party will bear its own costs for any disputes arising under the Agreement, provided that a prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.

15.2. *Arbitration*. For Customers that are not Governmental Entities, any claim or dispute directly or indirectly arising from or relating to the Agreement or any related actions or omissions that are not claims of equitable relief or claims of provisional remedy shall be subject to arbitration in the Dispute Resolution Jurisdiction. The arbitration shall be administered by a JAMS Neutral and in accordance with JAMS comprehensive rules and procedures. Judgment on any award rendered in such arbitration shall be binding upon the Parties and may be entered in any court having jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO LITIGATE MATTERS IN COURT, INCLUDING ANY RIGHTS TO TRIAL BY JURY, AS PROVIDED HEREIN.

15.3. *Unit Stewardship*. Upon Notice of termination, while there is an outstanding Disposition Fee or USA Payment that is due to the SP Entity, regardless of any outstanding dispute, the Customer agrees to safely prevent all usage of the involved Unit(s), minimize any related costs and disruptions, perform reasonable and customary MMC, enable the SP's Entity periodic verification and take sole responsibility for all resulting costs and adverse impacts.

16. SP Entity Agent. The Parties acknowledge and agree that, unless otherwise directed in writing by the SP Entity, the SP Entity has authorized SP to give and receive notices, invoices, and collect payments, make SP Entity decisions contemplated by the Agreement, give instructions contemplated by the Agreement, and take SP Entity actions contemplated by the Agreement.

17. Nature of Agreement. The Parties acknowledge and agree that exclusive control of Unit(s) nature and manner of use is held by the Unit(s) funder.

18. Representations Each Party represents and warrants that the Agreement is valid, binding, and enforceable against it in accordance with its express terms. Customer represents and warrants that the Agreement has been duly authorized and executed and that Customer is fully empowered to perform its obligations under the Agreement in accordance with the terms herein and applicable Laws (including with any articles, charter or other organizational documents or authorities applicable to Customer). Following the full execution of the applicable NtP, each Party further represents and warrants that the applicable SA and NtP (and any COs thereto) are valid, binding, and enforceable against it in accordance with its express terms, and Customer represents and warrants that the same have been duly authorized for execution and performance in accordance with applicable Laws and with any articles, charter or other organizational documents or authorities applicable to Customer. The same representations and warranties shall apply to any SA, NtP, CO, CoA or ACH Agreement or other instrument signed by the Customer thereafter. Each Party further represent, warrants and agrees that no re-characterization or other change in meaning or effect from what is stated in the Agreement is permitted.

19. Independent Investigation. Each Party acknowledges that it has been afforded the opportunity to ask all questions and make such inquiries as it deemed necessary in order to determine the benefits and risks of entering into the Agreement, and had the opportunity to be represented by counsel in connection with the Agreement and the transactions contemplated by the Agreement. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of the Agreement against such Party based upon lack of legal counsel or disclosure of all material risks shall have no application and are expressly waived. Customer further acknowledges that SP, including any of its representatives, is not a financial or municipal advisor to the Customer, nor is acting as a fiduciary or other similar capacity to the Customer. Customer has been advised by SP to seek legal, financial and tax advice, and engage its own municipal advisor, as appropriate.

20. Closing & Estimating Costs. Customer shall be solely responsible and liable for (either by direct payment or by reimbursement of amounts paid by the SP Entity) all Closing Costs. Upon Customer requesting a pre-termination Disposition Fee, Customer shall prepay the SP Entity's estimated cost for providing the requested information which shall not exceed six times the prior year's average USA Payment.

21. Intellectual Property. As between the Parties, each Party shall solely retain all their copyrights, trade secrets, patents and other intellectual property rights owned, held, licensed, or developed. Nothing in the USA Service or any Services shall be deemed a "work for hire".

22. Force Majeure. Except as expressly otherwise provided, neither Party shall be liable to the other to the extent it is unable to perform its obligations under the Agreement due to an FME; provided that this shall not relieve the Party claiming a FME from performing under the Agreement once the event giving rise to FME no longer exists. In the event the Customer decides to terminate the Agreement related to an FME, the Customer's obligations under Section 14 still apply.

23. Entire Agreement; Amendment. The Agreement, including these General Terms and any other incorporated exhibits and riders, completely and exclusively constitutes the entire understanding of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. Except as otherwise specified in the Agreement, the Agreement may be modified only by a document signed by both Parties, and no obligation or duties shall be implied, because such implication would be contrary to the Party's intention to have their entire agreement expressed in writing.

24. Agreement Transfer. The Agreement may not be transferred, in whole or in part, by any Party without the other Party's written consent. In the event of a permitted transfer of the Agreement, references to the assigning Party shall be deemed to refer to the permitted transferee, except to the extent the applicable language or context require otherwise.

25. Non-Profit Customer. If Customer is a non-profit entity, Customer will either terminate the Agreement or obtain the SP Entity's prior approval to a Location change of ownership or a Customer change of control.

26. Severability; Interpretation. If any provision of the Agreement is found unenforceable or invalid, such unenforceability or invalidity will not render the Agreement unenforceable or invalid as a whole; provided that each provision that is so found to be unenforceable or invalid because of the amount or size of the burden or benefit shall be automatically reduced to the extent and by such amount such that the burden or benefit becomes enforceable and valid, and, in particular, the amount or size of any such burden or benefit provision found to be so invalid or unenforceable shall be read, notwithstanding any other provision of the Agreement, as if such provision read "to the maximum extent permitted by applicable law". This Agreement is expressly intended to comply with the provisions of applicable Law and shall be construed and interpreted to the fullest extent by law to be consistent with such Law and shall be deemed reformed to the extent necessary to ensure to compliance. The section headings in the Agreement are only for convenience of reference and are not to be considered in the interpretation of the Agreement's provisions.

27. No Third-Party Beneficiaries. Except as otherwise expressly provided herein, the Agreement and all associated rights are intended for the sole benefit of the Parties and will not imply or create any rights on the part of, or obligations to, any third-party. A Party's failure to exercise their rights does not mean the rights are waived for themselves or any other Party. Notwithstanding the foregoing, third parties are authorized to make independent procurement purchases from the Agreement pursuant to Customer's applicable procurement provisions, if any, and subject to the formation of an independent agreement between SP and a third party. The Customer's consent is not required for the SP Entity to assign, transfer, pledge, or encumber all or any portion of its rights in any USA Payment.

28. Marketing. Until the termination of all Agreements, SP may display SP's logo and name directly on the Units for identification purposes and use Customer's logo and name in connection with SP's advertising and marketing.

29. Notice. Any "**Notice**" shall be sent in writing to each Party's address and email address listed in the Agreement, or as subsequently updated by written notice.

Exhibit 1
General Terms and Conditions

Glossary. Capitalized terms not otherwise defined in the Agreement have the following corresponding meanings:

"**ACH**" means the method of SP Entity obtaining a Customer payment as authorized by an ACH Agreement substantially in the form of Exhibit 5. Except as otherwise expressly provided in an SA, Exhibit 5 shall be executed by the Parties as a condition to the SP Entity's obligations under the applicable SA.

"**Agreement**" means this written agreement between the Parties comprised of the applicable combination of these General Terms, SA(s), NtP(s), CO(s), and Certificate(s) of Acceptance where each combination forms a separate Agreement from any other Agreement.

"**Assignment**" means the transfer and acquisition of ownership.

"**Availability**" means the cost of the Unit being available for Customer use, excluding scheduled maintenance, where the Unit materially meets the vendor performance criteria. Availability equals Availability Rate * # of Availability Units, plus the cost of Units' associated taxes, permits, reporting, and monitoring.

"**Availability Rate**" means a rate assessed per Availability Unit, as determined in the SA.

"**Availability Unit**" specifies, as determined in the SA, what measurement determines the Availability Rate (Examples are: Hour / Day / Month).

"**Bankruptcy Trigger**" means in a bankruptcy proceeding under the U.S. Bankruptcy Code when in the United States and when in Canada under the federal *Winding-Up and Restructuring Act*, R.S.C. 1985, c, W-11, the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c, B-3 (the "BIA"), the *Companies Creditors Arrangement Act*, R.S.C. 1985, c, C-36 (the "CCAA"), or any similar legislations.

"**Change Order**" or "**CO**" means a fully executed written agreement between Customer and the SP Entity to modify the Agreement.

"**Claim**" means any claim, loss, liability (including negligence, tort, and strict liability), damages, penalty, equitable relief, judgment, suit and any legal proceeding, and all costs and expenses incurred or suffered in connection therewith (including reasonable attorneys' fees and expert fees).

"**Closing Costs**" means all closing costs incurred in connection with the consummation of the installation, including customary closing costs, taxes (other than income taxes), citations, fines, fees, and permits and other costs as listed in the applicable NtP or incurred from time to time during the term of the Agreement.

"**Connect Fee**" means the non-refundable amount charged to Customer upon NtP, as defined in the SA, for Unit(s) use.

"**Customer Funds**" means funds provided by Customer with no repayment obligations, restriction on use or covenants.

"**Deferred Catchup**" means the amount of outstanding Deferred USA Payment amounts divided by remaining months of UL as determined by SP Entity unless otherwise specified in the SA.

"**Deferred USA Payment**" means the amount of USA Payments Customer is charged for deferring USA Payments for a specified deferral period based on variables defined in the section of the SA entitled "Payment Deferral Terms".

"**Delinquency Rate**" means the rate of interest which is the lesser of (i) 1.5% per month on the entire amount owed based upon a 360-day year calculated for the actual number of days elapsed and compounded monthly in arrears or (ii) the highest interest rate otherwise permitted by applicable Law.

"**Direct Third-Party Costs**" or "**DTC**" means direct third-party out-of-pocket SP Entity obligations where the SP Entity is the Initial Funding Entity with respect to taxes, permits, insurance, Support, Installation, Connect Fee, and Vendor Contracts but excludes both Customer's internal costs and SP Entity member costs.

"**Disposition**" means the selection in the SA of either a Sole Use License or an Assignment upon termination.

"**Dispute Resolution Location**" means Arizona unless Customer is a Governmental Entity, in which case will mean the state, province or territory where the Location is situated as specified in the SA.

"**Estimated UL**" or "**EUL**" means the estimated useful life of the Unit(s) as set forth under the heading "Estimated UL" in the NtP.

"**Essential Utility Service**" means a service being delivered by infrastructure for Customer's use such as: energy, water, transportation, sewer, facility, computing, lighting, HVAC, storage, grounds, or communications.

"**Filing Methods**" means the ownership statements or fixture filings as per the Uniform Commercial Code when in the United States and the Personal Property Act legislation when in Canada or such other similar filings or registrations under other applicable Laws.

"**Force Majeure Event**" or "**FME**" means any event, circumstance, series of events or set of circumstances beyond the reasonable control of, and caused without the action, fault or negligence of, the Party claiming the occurrence of such event or circumstance, such as acts of insurrection, terrorism, war, riot, strike, explosion, fire, lightning, earthquake, floods, hurricanes, tropical storms, cyber-attack, epidemic, natural disaster or the unavailability of electricity, gas or other utility services, goods, or suppliers on commercially reasonable terms.

"**General Release**" means that to the extent permitted under applicable Law, a general release of all claims and liabilities against SP and the SP Entity that is in form and substance satisfactory to the SP Entity (including a waiver of California Civil Code Section 1542 and any similar other law of any jurisdiction, if applicable), of known or misunderstood claims or causes of action whether known or unknown, whether absolute, contingent, inchoate or otherwise characterized, and whether liquidated or unliquidated.

"**Governmental Entity**" means any federal, state, county, province, territory, municipality, or local governmental department, political subdivision or agency.

"**IaaI**" means infrastructure as an investment by the SP Entity where the Customer uses the investment proceeds to acquire and own Unit(s).

"**IaaU**" means infrastructure as a utility where the Unit(s) identified in the SA have their MMR and MMC managed by the SP Entity.

"**Incentive**" means any government sourced and funded incentive, promotion, credit, or subsidy for which the Customer qualifies.

"**Including**" always means "including without limitation".

"**Infrastructure Specialist**" or "**IS**" is the individual or entity whose function is to facilitate the Units(s) staying reliable, safe, resilient, and improving through the life of the Agreement. The IS may be involved in the design, engineering, monitoring, maintenance, upgrades, replacements, procurement, installation, commissioning, expansions, quotations, budgets, billing, credits, and payments to accomplish this function. The Parties agree to the timely availability of the applicable staff, and/or agents, and third parties for the IS to pursue expedient resolutions for any of the Agreement's stakeholder's concerns.

"**Initial Funding Entity**" means, with respect to the Unit(s), the source of funds for SA Actual Costs incurred prior to Certificate of Acceptance.

"**Installation**" means the installation of the Unit(s) at the Location(s) as provided in the applicable Vendor Contract.

"**Law**" means any applicable federal, state, provincial, territorial, local or other law, rule, regulation, ordinance, zoning requirement or other legal requirement, including the Venue Jurisdiction if applicable.

"**Lien**" means any mortgage, pledge, lien, charge, hypothecation, security interest, restriction or other encumbrance of any nature.

"**Liquidation Act**" means in the United States Chapter 7 of the U.S. Bankruptcy Code and when in Canada the BIA.

"**Lowest Expected Use**" for any Unit(s), defaults to Expected Use when value is zero, N/A, or undefined on the SA, and otherwise as set forth in the SA.

"**Material MMC Cost Increase**" means any increase in an AV's MMC costs of the relevant Unit by more than 5% over the lesser of any 12-month period or the time since the last Material MMC Cost Increase.

"**Minor Maintenance / Care**" and **"MMC"** means the performance of warranty services, maintenance, repairs, updates, and replacements with respect to the Unit(s) for purpose of (i) cleaning, maintaining aesthetics, or routine warranty service or care, (ii) restoring Unit(s) to a State of Good Repair, (iii) performing service recommended or necessary to maintain a Unit in good working order, or (iv) other similar purposes.

"**Major Maintenance / Renewal**" and **"MMR"** means a replacement, major overhaul, substitution, or material upgrade of the Unit(s) from time to time, subject to the terms of the Agreement, to extend the Remaining UL and /or improve operating efficiency.

"**Maximum Expected Use"** has the meaning set forth in the SA or, if undefined therein, 150% of Expected Use.

"**Notice to Proceed**" or **"NtP"** means a fully executed notice to proceed with the Units identified therein, substantially in the form of Exhibit 3.

"Operate" means to use and have stewardship over the Unit(s) and any interdependent systems (a) in accordance with the applicable owner's manual, manufacturer guidelines or other similar document(s) provided in connection with the Unit(s) or systems, (b) in compliance with all Laws relating to possession, operation or use of the Unit(s), and (c) in such a manner so as to ensure Unit(s) (i) remain eligible without exception for the applicable warranties, warranty agreements and insurance coverages, (ii) stay reliable, safe, and effective, and (iii) are in compliance at all times with the reasonable nature and manner of use as SP defines.

"**Party**" means Customer, SP, or the SP Entity, as applicable, and "**Parties**" means Customer, SP, and the SP Entity together.

"**Prompt Payment Act**" means applicable Laws that require the timely payment by Government Entities of valid and proper invoices.

"**Public Benefit Offset**" or "**PBO**" means, where the source of the Disposition Fee is Customer Funds, it is $0. Otherwise, the PBO means the fair market value of the Disposition not reflected in the Unit Actual Cost less Total Depreciation formula under Section 14.2(a)(ii) to reflect the benefit and value only meant for a public type entity and as a result of investment made by the Initial Funding Entity in maintaining and improving the Unit(s). This is determined by the Excel formula of NPV (the total of Unit(s) * ((Expected Usage* Usage Rate) + Capacity + Availability) as an annual array over the UL, not to exceed the Return Limit).

"**Qualified Usage"** means the quantity of time constituting a portion of the original UL of the Unit(s) for which the SP Entity's capital accounts used to fund the Unit decreases due to the making of Unit USA Payments.

"**Related Parties**" means any officer, director, employee, partner, member, manager, contractor, or agent, or any affiliate or other person or entity whose relationship to a Party is such as to create any vicarious, joint, or derivative liability or obligation or such as to subject the Party to any claim from such person or entity for equitable or implied indemnity or contribution.

"Remaining UL" means the remaining UL available as determined by a third party selected by SP Entity. Upon Notice to Customer of SP Entity's elected determination, Customer shall have 5 business days to object to the determination by providing in writing specific reasons for such objection, upon which the SP Entity shall obtain a new determination.

"Renewed Units" means those Units that are repaired or replaced following an MMR Event.

"Return Limit" means the greater of the 10-year U.S. Treasury rate at the time of termination of the Agreement or at the time of a Unit(s)' NtP, plus the greater of the Real Return Limit or 7%, used to limit the maximum, not including PBO, that the SP Entity's capital providers may receive as a Disposition Fee in respect of a return on the Unit(s)'Actual Cost from the net of Units(s)' related: USA Payments received, Support Reserves paid and Disposition Fee. Upon installation of Renewed Units, the SP Entity will in good faith adjust the new Unit(s)' Usage Rates to factor in the Return Limit.

"Rights Fee" means an upfront fee paid to Customer in connection with a concession for SP Entity to receive limited but exclusive usage and data rights of the Unit(s) in the event of a Payment Default. The SP Entity's usage right is for full control of Unit(s) access and receipt of associated revenues without disrupting the Unit(s) existing public services should Customer be in Payment Default, until cured. The SP Entity data right is for confidential, non-transferable, access and use and analysis of all performance data for the Unit(s). In consideration for this fee, Customer will pay the USA Payments set forth in the SA(s), subject to all MMR and MMC obligations.

"SA Actual Costs" means the cumulative Unit(s) Actual Costs plus Unredeemed Disbursements.

"**Scope Contingency**" means authorization of Customer signatory to approve changes to scope of AVs and thus Usage Rates.

"Sole Use License" means a license from SP Entity to Customer for their sole use and control of the Unit(s).

"**SP Recommended**" means recommended monthly reserves SP has estimated to help cover possible future MMR and MMC costs.

"**Start Date**" means the date from which Customer's NtP is fully executed.

"**State of Good Repair"** means a state of good repair as defined in Title 49 CFR § 625.17, which is a condition sufficient for the Unit(s) to operate reliably, safely and at performance targets specified in the SA or, where undefined, in accordance with Unit(s) manufacturer specifications.

"**Supply Chain Contingency**" means authorization of Customer signatory to approve changes to AVs costs, and thus Usage Rates prior to Unit(s) CoA.

"Support" means administrative and management type services consistent with Title 48 CFR 31.201-3 that are provided by SP or the SP Entity to the Customer, including services related to accounting, treasury, tax, audit, compliance, insurance, reporting, legal, asset monitoring, project management, administrative matters, contract management, and IS.

"**Support Reserves**" means amounts reserved by the SP Entity for the payment of Unit MMC, MMR and Support Costs, increased by: (i) the portion of each USA Payment allocated to the Unit MMC Reserve and MMR Reserve and, (ii) 90% of the USA Payment attributable to all Unit(s) that have exceeded their UL equal to their post UL Usage plus Capacity plus Availability; and (iii) decreased by the amount of each associated Support Cost paid by the SP Entity.

"**Total Depreciation**" means (a) the summation of amounts resulting from using the Excel formula of DDB (Unit's Actual Cost, 0, UL, UL - completed year #) where completed year # is a count of year #s where no Payment Default occurred from Unit(s) CoA to current, or (b) in the event CoA for a Unit has not occurred, zero.

"**Underwriting Contingency**" means authorization of Customer's representative to approve changes to Unit(s) UL, Expected Usage, Lowest Expected Use, Availability, Capacity, and/or Full Capacity and thus Usage Rates prior to Unit(s) CoA.

"Unit's Actual Cost" means those cumulative SA related costs, such as project, service, capital, and financial obligations, that have not been reimbursed by either Customer or Support Reserves which have been incurred directly or indirectly by SP and the SP Entity which are not sourced from a SP Entity member owned or controlled entity unless approved by SP. These costs will be reasonably allocated to specific Unit(s) by the SP Entity (including any capital costs during construction/installation). Should there be a termination event then costs shall also include those incurred or resulting from the termination, including those DTCs incurred from any Location restoration efforts or Unit recovery.

"Units" is the description of USA service components. All references to performance or capacity applies solely to that which may be measured at time of CoA.

"Unit Use" is the months' usage quantity of Usage Units and if accurate determination is unavailable, the SP Entity shall make a good faith estimate to be trued up each January after such information becomes available. Unit Use is limited monthly to the Maximum Expected Usage, annually by the specified Full Capacity / Year, and monthly greater than the Lowest Expected Usage.

"Unredeemed Disbursement" means the amount the SP Entity needs to obtain to achieve a total return on capital of the Return Limit on a Rights Fee or IaaI upon termination.

"Usage" means a Unit's Use multiplied by its Usage Rate.

"Usage Rate" is the cost of using a Unit per Usage Unit, as determined in the SA adjusted for any unused contingencies. This cost includes consideration the Customer considers is reasonable and satisfactory to compensate the Customer for Unit(s) being installed on their property for the purpose of generating USA Payments.

"Usage Unit" defines what is being measured to determine Unit Use of an individual Unit (i.e. Hour / Passenger / Gallon / MBTU / KwH / Student Day / Occupancy / Connection / MGD / etc.)

"Useful Life" or "UL" means the Unit(s) quantity of time or usage, as determined by the EUL, and updated through Notice due to an CO, MMC or MMR Event, which the Parties hereby agree may be used in the event of termination to calculate the Disposition Fee of the involved Unit(s) if Section 14.2(a)(ii) is elected.

"**Venue Jurisdiction**" means the State of Arizona unless Customer is a Governmental Entity, in which case the Venue Jurisdiction will mean the exclusive jurisdiction of the federal courts in the Dispute Resolution Location with each Party agreeing that the exclusive venue of such courts is convenient, proper and an integral part of the Agreement and to waive any assertion of inconvenient forum under applicable law.

Example of Terms Defined in SA

Approved Vendors / AVs	Full Capacity	Lowest Expected Use	Revenue Sharing Source	USA Payment
Capacity	ID #	Maximum Expected Use	Right of Return - ROR	USA Service
Carrying Charge	Initial Term	Rate Index	Self-Install	
Completion Target	Installation Limit	Real Return Limit	Smoothing	
Expected Use	Location	Resiliency Trigger	Starting Year	

Example of Terms Defined in NtP

Capacity	Completion Target	ID #	Initial Term	Installation Limit
MMC Reserve	MMR Reserve	Right of Return - ROR	Self-Install	USA Payment

Exhibit 2
Service Addendum ("SA")

This Document: SA Ref #: ______ of the Master Utility Service Agreement effective on: ____________, 202__ for Customer: _________________________________ . Capitalized terms used and not otherwise defined herein shall be defined in the M-USA.

This Agreement. Each unique combination of M-USA, General Terms, SA, NtP, CoA, and ACH Agreement constitutes a standalone binding agreement between the Customer and SP Entity (collectively, the "Agreement").

Any amendments, waivers, or other modifications shall have effect only for the specific Agreements they occur within.

SA Type	Y/N	Amount	To	From	Trigger to disburse funds	
IaaU	Y					
IaaI	N	Amount: $ N/A	Customer	SP Entity	N/A	
Rights Fee	N	Amount: $ N/A	Customer	SP Entity	N/A	
			SP Entity	Customer	"Revenue Sharing Source" is:	N/A

If this SA is IaaU, the parties agree that the SP Entity is a critical supplier of essential services of material benefit to Customers constituents.

The "**LOCATION**":		Venue Jurisdiction:	

The "**USA SERVICE**" scope:____
____.

Unit "Id #" for the USA SERVICE	Quantity	Unit descriptions for the USA SERVICE	$ Installation Limit / Each
* A *			
* B *			
* C *			
* D *			

The Term

"**Initial Term**":	1	**Month/Years**	M	"**Additional Term**":	1	**Month/Years**	M

*(If Customer is the Initial Funding Entity, the Initial Term is determined based on Section 10.1 of the M-USA.)

USA PAYMENT CALCULATION and DEFINITIONS

"USA Payment"	is the total of Unit(s) * (Usage + Capacity + Availability) + MMC/MMR Reserves + Deferred Catchup

Unit Id #	SP Entity Initial Funding Entity? Y/N	Rights Fee? Y/N	Unit Monthly "Capacity" Charge $	"Full Capacity" / Year	How Usage "Unit" will be measured	Usage Unit	Usage Rate	Availability	
								Unit	Rate
* A *									
* B *									
* C *									
* D *									

Monthly Usage of Full Capacity

"Expected Use" =	%	**"Lowest Expected Use"** =	%	**"Maximum Expected Use"** =	%

Customer's signatory is authorized to approve up to any of the following cost changes:								
Scope Contingency:	=	15%	Underwriting Contingency	=	10%	Supply Chain Contingency:	=	15%

Exhibit 2
Service Addendum (“SA”)

Sustainability as a Service®

INSTALLATION MATTERS

“**Installation Limit**”: $ TBD	“**Completion Target**”: TBD Months		Monthly “**Carrying Charge**”		0.85%
Usage Rates include contingencies of: $		**“Resiliency Trigger”** Hours/Days/Weeks**:**	TBD Days		

Mutually Approved Vendors (e.g., suppliers, contractors, service/maintenance providers, resiliency providers) **“Approved Vendors” or “AVs”** means the entities listed below. The Party contracting is “**S**” for SP Entity or “**C**” for Customer			
Name	Contracting C / S	Name	Contracting C / S

PAYMENT DEFFERAL TERMS

Defer USA Payments by**:**	0%	Defer monthly Usage over**:**	N/A	# of months being deferred:	N/A
# of months to spread Deferred Catchup over:	N/A			Starting month # for Deferred Catchup:	N/A

“**Rate Index**” (select one) = U.S. Core CPI - All Urban Consumers, U.S. City Average (CUUR0000SA0) U.S. PPI - Commercial machinery repair & maintenance (PCU81138113)	PPI	Years to average for **“Smoothing”**	5	“**Starting Year**” after CoA =	2
% of USA Payment Eligible for Rate Index =	33%	% of adjustment dedicated to Support Reserves =			20%

Disposition:	Upon termination perform **A**ssignment of ownership or grant Sole Use **L**icense? (A/L)	A
“Self-Install”:	Has Customer opted to self-install the USA Service itself? Yes/No	No
Right of Return - “ROR”	Does Customer have a RoR (per section 14.1 of the General Terms)? Yes/No	No
“Real Return Limit” %	7% — If RoR is Yes, then # of months after the USA Start Date the RoR applies to:	N/A
Closing Cost billing:	Direct bill Customer or fund by adjusting Usage Rates? Direct/Rates	Rates
Support:	Direct bill Customer or add to monthly USA Payment? Direct/USA	USA
	Maximum monthly addition to USA Payment as a %:	5 %

<u>Additional Terms:</u> **The following terms shall control over any conflicting terms in the Agreement:**

Exhibit 2
Service Addendum ("SA")

Effective Date: _________________, 2025

Customer:	**SP Entity:**
_______________________	_____________________________ By: Sustainability Partners Services LLC, its Manager
By: _____________________________	By: _____________________________
Name: _____________________________	Name: Adam T. Cain
Title: _____________________________	Title: President

Exhibit 3
Notice to Proceed ("NtP")

This Document. This document constitutes a Notice to Proceed ("**Notice to Proceed**" or "**NtP**") substantially in the form provided in Exhibit 3 with respect to that certain SA Ref. #_____ of the M-USA effective ____________________, 202__ by and between ________________ ("Customer") and Sustainability Partners LLC ("SP"). Capitalized terms used and not otherwise defined herein shall be defined in the M-USA.

Execution by the Parties of this NtP authorizes all Parties to proceed with the Unit(s) listed below being made available for Customer's eventual execution of a related CoA in accordance with the terms of the M-USA and the above-referenced Exhibits.

Confirmed Units for this NtP to be installed at the Location are:

NtP Units				
Unit "Id #"	**Quantity**	**Unit descriptions**	**Usage Rate** (updated if applicable)	**Estimated UL**
* A *				
* B *				
* C *				
* D *				

Customer has reviewed and approved the drawings, scopes, permits, reporting, schedules, and contracts to procure, install, commission, monitor and service the above NtP Unit(s) from the involved AVs.

Customer approves acquisition of the NtP Unit(s) by the Initial Funding Entity, and the Installation may begin, subject to the terms of the SA.

	SP Recommended	**Approved**				
MMC Reserve	$	$	Per (Month/Year)	M	Starting month # after Install Date	1
MMR Reserve	$	$	Per (Month/Year)	M	Starting month # after Install Date	1

MMC Initial $	$	True-Up (Month/Quarter/No)	M	Minimum $	
MMR Initial $	$	True-Up (Month/Quarter/No)	M	Minimum $	

Known **Closing Costs:** (those not included in SA Usage Rates being expressed as % of SA aggregate Actual Costs)

for IaaU type of SA							
taxes, fees and permits:	TBD	funding underwriting:	TBD	legal:	TBD	compliance:	TBD
asset underwriting:	TBD	formation:	TBD	origination:	TBD	Support:	TBD

for IaaI or Rights Fee type of SA							
funding underwriting	TBD	formation:	TBD	origination:	TBD	Support:	TBD

Exhibit 3
Notice to Proceed ("NtP")

Effective Date: _________________, 202__

This Notice to Proceed is hereby issued and accepted:

Customer:		**SP Entity:**	
Name:	______________________________	Name:	______________________________ By: Sustainability Partners Services LLC, its Manager
Signature:	__________________________	Signature:	______________________________
Name:	_________________________	Name:	Adam T. Cain
Title:	_________________________	Title:	President

Exhibit 4
Certificate of Acceptance ("CoA")

This Document: This document constitutes a Certificate of Acceptance ("CoA") substantially in the form of Exhibit 4 for SA Ref: #______ of the CEA effective _____________, 202__ by and between _______________________ ("Customer") and Sustainability Partners LLC ("SP"). The capitalized terms referenced herein that are not defined in this CoA have meanings set forth in the CEA and its Exhibits.

CoA Units				
Unit "Id #"	**Quantity**	**Unit descriptions**	**Usage Rate**	**Starting Usage % (0% = New)**
* A *				0%
* B *				0%
* C *				0%
* D *				0%

Customer hereby accepts as complete the delivery, installation, commissioning, training, monitoring, reporting and performance of the CoA Unit(s) in all material respects.

"**Install Date**": ___________

Customer hereby confirms and acknowledges that the required insurance has been obtained as of the date set forth below.

Initial "**Insurance Date**": ___________
Effective Date: ___________

Customer:

____

By: ______________________________
Name: ______________________________
Title: ______________________________

SP Entity:

____
By: Sustainability Partners Services LLC, its Manager

By: ______________________________
Name: Adam T. Cain
Title: President

Exhibit 5
ACH Agreement

This Document: This document constitutes an ACH Agreement ("**ACH Agreement**") substantially in the form of Exhibit 5 of the CEA effective: ____________, 202__ by and between _____________ ("Customer") and Sustainability Partners LLC ("SP"). Capitalized terms used and not otherwise defined herein have meanings set forth in the CEA and its Exhibits.

This ACH Agreement shall be between Customer and the following SP Entity: ______________________, pursuant to the SA Ref#_______.

Customer authorizes the SP Entity to use the Automated Clearing House network for all Customer payments.

The Customer hereby authorizes the SP Entity to initiate CCD (cash concentration and disbursement) debit or credit entries upon the SP Entity request via Automated Clearing House (ACH) to or from Customer Bank Account held at the depository financial institution named below (the "Depository"). Customer authorizes the SP Entity to debit the account from time to time to satisfy any USA Payment or Disposition Fee payable to the SP Entity in accordance with the Agreement and such amount may vary but shall never exceed the amount payable.

Parties acknowledges that the origination of ACH transactions to Customer account by the SP Entity must comply with the provisions of U.S. law.

Should an ACH transaction encounter an insufficient fund or ACH cancellation the Customer agrees to a 4% transaction fee on the USA Payment per instance.

Customer agrees that the SP Entity reserves the right to request that USA Payment be made by other generally accepted funds transfer mechanisms such as Federal Wire and SP Entity reserves all rights and remedies available under the Agreement.

ACH Instructions:

Bank Name____Branch__________________________________

City____ State_____________________ ZIP___________

Bank Account Title____

Bank Account Type: Checking ____ Savings ____

Routing #____________________________Bank Account #__________________________________

******Please include an image of a voided check with this ACH Agreement for verification******

Please indicate if this is a new Agreement or a change of a previous Agreement: NEW _**X**_ CHANGE ___ (By marking this as a change of an existing Agreement, Customer hereby gives Notice to terminate use of any previously given ACH instructions and authorize SP Entity to use the ACH instructions herein from the date of the Agreement until its termination.)

This authorization is to remain in full force and effect until SP Entity has received Notice from the Customer of its termination in such time and manner as to afford SP Entity and Depository a reasonable opportunity to act on such notification. Customer releases SP Entity and its affiliates, agents and representatives from all liability for their compliance with these instructions.

Customer understands that any fund transfer via an ACH system under this authorization is subject to the rules of the National Automated Clearing House Association applicable to the ACH system. It is not subject to the rules of the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, or Uniform Commercial Code Article 4A.

Customer:	**SP Entity:**
______________________________	______________________________ By: Sustainability Partners Services LLC, its Manager
FEIN: ______________________	
By: ______________________	By: ______________________
Name: ______________________	Name: Adam T. Cain
Title: ______________________	Title: President
Date: ______________________	Date: ______________________

Item #14

HOTEL OCCUPANCY TAX SERVICES AGREEMENT

The State of Texas §
§ Known All Men by these Presents:
County of Bastrop §

This Agreement (the "Agreement"), is entered into between the **City of Smithville** (the "City") and the **Smithville Area Chamber of Commerce** (the "Chamber"), pursuant to Chapter 351 of the Texas Tax Code. In furtherance of the purposes of the Tax Code, and in consideration of the mutual covenants herein contained, the City and the Chamber hereby agree as follows:

I. ALLOCATION OF FUNDS

A. The City has enacted a Hotel Occupancy Tax (HOT) on rooms furnished by hotels, motels, country inns, bed & breakfasts, and all "air bed & breakfasts" (Air BNB) within the City of Smithville. The City agrees to allocate funds in the amount of one hundred percent (100%) of the revenue received by the City of this hotel occupancy tax (the "HOT Funds") to the Chamber, pursuant to Texas Tax Code § 351.101.

B. The City will pay the allocation of HOT Funds to the Chamber quarterly. The Chamber shall track all expenses related to this Agreement and report such expenses to the City as part of the reports required by this Agreement.

C. The Chamber shall maintain the HOT Funds provided by the City under this Agreement in a separate account, and the Chamber shall not commingle the funds in that account with any other money, or maintain them in any other account. A designated representative of the City will have access to the account as determined by the City, but in no event less than view access.

D. The Chamber shall maintain complete and accurate financial records of each expenditure of the HOT Funds and, at the request of the City Council, the City Council's designee, or other person, as may be required by law, shall make the records available for inspection and review during normal business hours.

II. USE OF HOT FUNDS

A. The Chamber shall expend HOT Funds for promotional and tourist advertising for the City and for conducting a solicitation and operating program to attract visitors and conventions to the City. HOT Funds shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry of Smithville, Texas. All uses and expenditures of HOT Funds shall be conducted in accordance with the uses permitted by Chapter 351 of the Texas Tax Code, and all other applicable laws and regulations.

B. The HOT Funds allocated by the City may be applied toward administrative expenses incurred directly in fulfilling its responsibilities under this Agreement in accordance with Texas Tax Code § 351.101(e). These administrative expenses shall be covered under this paragraph only when the expenses are incurred directly in the Chamber's tourism promotion activities. The

Chamber shall track all administrative expenses related to this Agreement, including any allocation of personnel resources, and report such expenses to the City as part of the reports required by this Agreement.

C. The Chamber shall make expenditures of HOT Funds in conformance with the Chamber's annual budget, as approved by the City Council. The Chamber acknowledges that the City's approval of the annual budget creates a fiduciary duty in the Chamber with respect to the HOT Funds provided by the City to the Chamber under this Agreement.

III. REPORTING AND AUDITING

A. No later than thirty (30) days prior to the commencement of the year, whether calendar year or fiscal year, the Chamber shall provide to the City a proposed written annual Budget for the use of all HOT Funds. The City shall, in writing, approve in advance the annual budget of the Chamber. Furthermore, the Chamber shall at least quarterly, or monthly if so required by the City Council, provide a detailed reporting of expenditures made by the Chamber with HOT Funds. Said reporting shall include expenditures for the current interim reporting period and the YTD period. In addition to expenditures, the Chamber shall provide, at each reporting period, a cost/benefit analysis for all events undertaken during the reporting period.

B. The general method of financial recordkeeping and reporting proposed by the Chamber to be used in complying with the requirements of this Agreement shall be submitted to and approved by the City. The sufficiency of detail or any activity of financial report required by this Agreement shall be determined by the City Council of the City. All of the Chamber's records pertaining to the activities and funds under this Agreement shall be available for inspection by the City Council, the City's designated auditor, or other person (as may be required by law) at any time during normal business hours.

C. In addition to the hereinabove referred to report and financial data, an audit of the funds and activities may be made upon the request of the City Council at any time at the Council's expense. In the event an audit is requested, it is agreed that the auditors performing said audit shall have access to and the right to examine all records and accounts directly related to HOT Funds and any such other Chamber records and accounts as may be reasonably necessary to conduct and complete an audit. In the event the Chamber conducts an audit of its overall operations, a copy of the audit report shall be delivered to the City Council.

IV. TERM AND TERMINATION

A. The term of this Agreement shall be effective through **December 31, 2027**. The first payment of HOT Funds to the Chamber shall occur in January 2026.

B. It is expressly agreed that either party may cancel this Agreement by tendering written notice to the other. This Agreement will terminate 90 days from the date of the written notice, or on any date specified in the notice after the 90-day period. If this Agreement is so terminated, the City will compensate the Chamber for services to the date of termination on a pro rata basis.

The City will have the right to terminate this Agreement immediately, in the event the termination is for a violation of the fiduciary duties, gross negligence, or willful misconduct.

C. Any HOT Funds allocated to the Chamber by the City which are unencumbered or unexpended at the end of the City's fiscal year or other date of the termination of this Agreement shall be remitted to the City within 30 days from the date thereof; provided, that the Chamber may retain one-twelfth of the HOT Funds after the date of termination of this Agreement to pay for outstanding unpaid end-of-year expenses incurred during the term of this Agreement, as may be amended in accordance with this Agreement.

V. CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of Texas, and with Chapter 351 of the Texas Tax Code.

VI. CHAMBER'S RELATIONSHIP TO THE CITY

It is expressly understood and agreed that the Chamber, in conducting this program under this Agreement, the Chamber is acting as an independent contractor. Accordingly, the officers and property of the Chamber used or involved in the program under this Agreement shall not be considered, for any purpose, to be the officers or property of the City. To the extent allowable by law, each entity (the Smithville Area Chamber of Commerce and the City of Smithville, Texas) agrees to indemnify the other from any and all claims by officers of the Chamber/members of City Council or City staff which may occur related to this HOT Funds program.

This Agreement shall be effective on the **11th** day of **May 2026**.

IN WITNESS WHEREOF, the City of Smithville and Smithville Chamber of Commerce have caused this Agreement to be executed and delivered by their duly authorized representatives as of the dates specified below:

Attest:	**City of Smithville**
_______________________________	By: _______________________________
Jennifer Lynch, City Secretary	Sharon Foerster, Mayor
	Date: _______________________________
Attest:	**Smithville Chamber of Commerce**
_______________________________	By: _______________________________
	Name: _____________________________
	Title: ______________________________
	Date: _______________________________

Item #15

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

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

Completing and Submitting an Application
Completed and signed applications can be submitted in person or by email to:

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

APPLICANT INFORMATION

Name: Robert Andrade			
Street Address: 317 Main St			
City: Smithville		**State:** TX	**Zip Code:** 79857
Home email:		**Work email:** randade@ci.smithville.tx.us	
Home Phone:	**Work Phone:**		**Cell Phone:** [redacted]

Please indicate how you wish to be contacted: Phone ☐ Email ☑

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
☐ AIRPORT ADVISORY BOARD	☐ LIBRARY ADVISORY BOARD
☐ HOSPITAL AUTHORITY BOARD	☐ PLANNING AND ZONING
☐ HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	☐ HOUSING AUTHORITY BOARD
	■ OTHER Career Tracks

New Applicant	☐ **Current Board Member** **Years of Service:** _____

DEMOGRAPHICS				
Education:				
☐ HS/GED	☒ Some College	☐ College Degree	☐ Graduate School	
Age Range:				
☐ <18	☐ 18-34	☐ 35-59	☒ 60+	
Years in Smithville:				
☒ **<2**	☐ **2-4**	☐ **5-9**	☐ **10-19**	☐ **20+**

QUALIFICATIONS

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

No

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

Career Tracks Executive Director

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

I have 25 years of economic development experience with 9 of those years in workforce development. I spoken with the Executive Director of Career Tracks prior to working in Smithville and had advised her on the structure of the organization. I feel that My experience and knowledge of workforce development could be helpful with the Career Tracks organization.

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

DECLARATION OF APPLICANT

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

SIGNATURE Robert D. Andrade DATE 4/29/26

Item #16

Boards and Commissions Applications

Submitted	Name	P&Z	HPDS	Hospital	Housing	Airport	Library	Parks & Rec	Other
12/1/2025	Tom Medlin	X							
11/26/2025	Leslie DeGraffenried	X	X		X			X	
11/25/2025	Christi Wagner	X							
11/22/2025	Mary Cartwright	X	X						
11/22/2025	Chris Wilkey		X	X				X	
11/24/2025	Annemieke Pot	X	X			X	X		X
11/24/2025	Kristin Barrow	X							X
11/16/2025	Brian Wells	X							
11/16/2025	Mark Bunte			X				X	
12/1/2025	Mike Reynolds	X	X						
11/16/2025	Troy Streuer				X				
11/16/2025	Novalee Wolfe				X				
	Jimmy Trousdale			X					
11/20/2025	Doris Weaver				X				
12/5/2025	Lisa Rinehart	X							
12/5/2025	Ginny Lewis Ford		X						
12/9/2025	Brian Burkitt	X	X						
12/9/2025	Erin Cornett		X						
12/12/2025	Betty McBryar								X
12/12/2025	Kaila Smith								X
12/15/2025	Doug Leyendecker							X	
12/29/2025	Cynthia Burton				X				
1/6/2026	Leslie Mellenbruch		X						
1/8/2026	Ken Peck					X			
1/8/2026	Travis Hill					X			
1/8/2026	James Sterling					X			
4/8/2025	Ann Fulcher			X					
4/28/2026	Leigh Killgore	X							
4/28/2026	Caroline Noya	X							
4/30/2026	Nancy Catherman	X							

Outlook

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

From noreply@civicplus.com <noreply@civicplus.com>
Date Tue 4/28/2026 6:01 PM
To Jill Strube <JStrube@ci.smithville.tx.us>; Jennifer Lynch <JDLynch@ci.smithville.tx.us>

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

Page One

Name	Leigh
Middle	A.
Last Name	Killgore
Street Address:	[redacted]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[redacted]
Work Email:	[redacted]
Home Phone:	N/A
Work Phone:	N/A
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	Planning and Zoning
If "Other" please state your interest	*Field not completed.*
STATUS	Current Board Member
If you are a current Board member, type years in service:	2.5

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.	Planning and Zoning Commission
2. How did you hear about this Board and/or vacancy?	Assistant City Secretary - Tracie Dzenowski, per our two-year renewal requirement
3. Please list experience and background relevant to the Board for which you are applying:	I currently serve on the P&Z Commission. I was unanimously voted to serve on the Commission by City Council at the 12/11/23 meeting. I was voted by the P&Z Commission to serve as the Vice Chair at the 01/06/26 meeting. I have not missed one meeting since being sworn in on the P&Z Commission. Prior to the meetings I research all agenda items, ordinances that are impacted by the variance request, and ask questions of

	property owners and developers to understand how the variance request will impact 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:	Leigh Killgore
Date	04/28/2026

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

Outlook

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

From noreply@civicplus.com <noreply@civicplus.com>
Date Tue 4/28/2026 11:33 AM
To Jill Strube <JStrube@ci.smithville.tx.us>; Jennifer Lynch <JDLynch@ci.smithville.tx.us>

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

Page One

Name	Caroline
Middle	*Field not completed.*
Last Name	Noya
Street Address:	[redacted]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[redacted]
Work Email:	---
Home Phone:	---
Work Phone:	---
Cell Phone:	[redacted]
Please indicate how you wish to be contacted:	Phone, Email

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Planning and Zoning
If "Other" please state your interest	*Field not completed.*
STATUS	Current Board Member
If you are a current Board member, type years in service:	9 years? (2018-present)

Page Two

Demographics

Education	College Degree
Age Range:	60+
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.	P&Z - 2018-present. HPDSAC - 2016-2024.
2. How did you hear about this Board and/or vacancy?	Personal interest and current member and previous member.
3. Please list experience and background relevant to the Board for which you are applying:	To the best of my recollection, I've been on P&Z Commission since 2018. I've had interest in this for decades in Smithville and previously in New Orleans when I lived there. When I was on the HPDSAC, it was because I also had personal interest and experience working with and on historical buildings in Canada and in New Orleans. If I remember anything else, I will update this application.

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:	Caroline Noya
Date	4/28/26

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

SMITHVILLE
TEXAS

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

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

Completing and Submitting an Application

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

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

APPLICANT INFORMATION

Name: NANCY Todd CATHERMAN		
Street Address: [redacted]		
City: SMITHVILL	State: TX	Zip Code: 78957
Home email: [redacted]	Work email:	
Home Phone: [redacted]	Work Phone:	Cell Phone: [redacted]

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

CONSENT TO USE PERSONAL INFORMATION

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

☐ **New Applicant**	☑ **Current Board Member** Years of Service: Began some Time

in 1980s and off & on through different years until today Probably a total of about 35 years.
Was Chairman several Times and worked on Historic Preservation Design - Document

over.

DEMOGRAPHICS				
Education:				
☐ HS/GED	☑ Some College	☐ College Degree	☐ Graduate School	
Age Range:				
☐ <18	☐ 18-34	☐ 35-59	☑ 60+	
Years in Smithville:				
☐ <2	☐ 2-4	☐ 5-9	☐ 10-19	☑ 20+ SINCE 1970

QUALIFICATIONS

1. Have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment. Yes HISTORIC PRESERVATION – FROM Beginning for several years, assisting in document with other members, SMITHVILLE ZONING + PLANING Committee – SERVERED SEVERAL

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

Terms since '80' to present – guess around 26 years, maybe more

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

See #1 Have always been interested in the appearance + growth of our town. Came from a large city about 50 some years ago with little knowledge of small towns! Love it here, but am very aware of changes that are + must come and have this towns history to continue to grow!

Sorry, computer down, so forgive my long hand!

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

DECLARATION OF APPLICANT

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

SIGNATURE Nancy Dolt Catherman DATE 4-30-2026

SMITHVILLE TEXAS

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

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

Completing and Submitting an Application

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

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

APPLICANT INFORMATION

Name: Phillip N. Slaughter		
Street Address: [redacted]		
City: Smithville	State: TX	Zip Code: 78957
Home email: [redacted]	Work email:	
Home Phone:	[redacted]	Cell Phone: [redacted]

Please indicate how you wish to be contacted: Phone ☑ Email ☐

CONSENT TO USE PERSONAL INFORMATION

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

☑ New Applicant	☐ Current Board Member Years of Service: _____

DEMOGRAPHICS			
Education:			
☐ HS/GED	☐ Some College	☐ College Degree	☑ Graduate School
Age Range:			
☐ <18	☐ 18-34	☑ 35-59	☐ 60+

Years in Smithville:				
☐ <2	☐ 2-4	☐ 5-9	☑ 10-19	☐ 20+

QUALIFICATIONS

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

NO.

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

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

I HAVE PRACTICED LAW IN THE AREA OF PROPERTY FOR 20 YEARS. I AM VERY FAMILIAR WITH ALL OF THE RELEVANT CODES AND STATUTES.

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

DECLARATION OF APPLICANT

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

SIGNATURE [illegible] DATE 5/28/24

SMITHVILLE TEXAS

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

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

Completing and Submitting an Application

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

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

APPLICANT INFORMATION

Name: Tom Medlin			
Street Ad[redacted]			
City: Smithville		**State:** Tx	**Zip Code:** 78957
Home emai[redacted]		**Work email:** —	
Home Phone: —	**Work Phone:** —		**Cell Phone:**[redacted]

Please indicate how you wish to be contacted: Phone ☑ Email ☐

CONSENT TO USE PERSONAL INFORMATION

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

- Membership on city-appointed boards require the applicant to live within the city limit and/or ETJ.
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CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	
☐ AIRPORT ADVISORY BOARD	☐ LIBRARY ADVISORY BOARD
☐ HOSPITAL AUTHORITY BOARD	☑ PLANNING AND ZONING
☐ HISTORIC PRESERVATION DESIGN STANDARDS ADVISORY COMMITTEE	☐ HOUSING AUTHORITY BOARD
	☐ OTHER ____________

☑ **New Applicant**	☐ **Current Board Member** **Years of Service:** _____

DEMOGRAPHICS				
Education:				
☐ HS/GED	☐ Some College	☐ College Degree	[x] Graduate School	
Age Range:				
☐ <18	☐ 18-34	☐ 35-59	[x] 60+	
Years in Smithville:				
☐ **<2**	☐ **2-4**	[x] **5-9**	[x] **10-19**	☐ **20+**

QUALIFICATIONS

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

NO

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

City web PAGE

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

15 years on Planning/Zoning board for City of Texas City

would love to use my experience on a P/Z board to help assure that the future growth of Smithville is done in such a way to keep the quality of life for its citizens and to advance our tax basis.

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

DECLARATION OF APPLICANT

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

SIGNATURE Tom Miller DATE 12-2-25

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:	Wednesday, November 26, 2025 5:11:50 PM

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

Page One

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

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Historic Preservation Design, Planning and Zoning, Housing Authority Board
STATUS	New Applicant
If you are a current Board member, type years in service:	*Field not completed.*
Page Two	
Demographics	
Education	Graduate School
Age Range:	60+
Years in Smithville	5-9
Qualifications	
1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.	No
2. How did you hear about this Board and/or vacancy?	Smithville News
3. Please list experience and background relevant to the Board for which you are applying:	I am an atttorney, practiced 10 years in Austin. I am a retired U.S. Diplomat. I served in the U.S. State Department for 30 years, managing and running international relationships and projects around the globe. I retired 4 years ago, and returned home to Central Texas.
Note	

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

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

Sign typing your full name:	Leslie "Les" deGraffenried
Date	11/26/2025

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, November 25, 2025 3:43:37 PM

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

Page One

Name	christi
Middle	*Field not completed.*
Last Name	wagner
Street Address:	[redacted]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[redacted]
Work Email:	[redacted]
Home Phone:	[redacted]
Work Phone:	[redacted]
Cell Phone:	[redacted]
Please indicate how you wish to be contacted:	Phone

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	Planning and Zoning
STATUS	New Applicant
If you are a current Board member, type years in service:	*Field not completed.*
Page Two	
Demographics	
Education	Graduate School
Age Range:	60+
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?	Next door
3. Please list experience and background relevant to the Board for which you are applying:	Direct Planning Committee Insight I possess direct, pertinent insight into the local Committee’s process and decision-making needs. Direct Applicant Experience: I have been an applicant presenting before the Smithville Planning and Zoning Committee. This experience gives me a first-hand understanding of the process, the documentation required, and the gravity of the decisions made by the committee.

Commitment to Site-Specific Review: Based on my experience, I believe it is vital that Committee members are willing to physically inspect or tour the location pertinent to a request (where feasible) before rendering a decision. This commitment to on-the-ground, verifiable observation ensures decisions are based on the actual physical context, not just two-dimensional plans, which is a perspective I will actively champion and practice as a commissioner.
My 30 years as a retired Occupational Therapist (OT) at the VA hospital provides me with a highly relevant, foundational understanding of accessibility, functionality, and community well-being in the built environment.
Understanding Function and Design: OT focuses on the interaction between a person, their occupation (daily activities), and the environment. This means I inherently understand how physical space and design impact the function, safety, and quality of life for all community members, including those with varying levels of mobility or disability. I can assess whether proposed designs truly serve the public.
Systematic Problem-Solving: My clinical work required detailed assessment, objective data analysis, and collaborative problem-solving within complex regulatory systems (like the VA). These skills translate directly to reviewing zoning proposals and ensuring compliance with city ordinances and long-term plans.
Community-Minded Service: My career has been dedicated to public service and improving the daily lives of individuals, aligning with the Committee's goal of serving the broader Smithville community.

In summary, my background provides a unique blend of objective analysis, regulatory compliance, functional design understanding, and a proven commitment to thorough, site-specific investigation.

Direct Applicant Experience: I have been an applicant presenting before the Smithville Planning and Zoning Commission. This experience gives me a first-hand understanding of the process, the documentation required, and the gravity of the decisions made by the committee.

Commitment to Site-Specific Review: Based on my experience, I believe it is vital that Commission members are willing to physically inspect or tour the location pertinent to a request (where feasible) before rendering a decision. This commitment to on-the-ground, verifiable observation ensures decisions are based on the actual physical context, not just two-dimensional plans, which is a perspective I will actively champion and practice as a commissioner.

In summary, my background provides a unique blend of objective analysis, regulatory compliance, functional design understanding, and a proven commitment to thorough, site-specific investigation.

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:	christi wagner
Date	11/25/2025

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:	Saturday, November 22, 2025 4:05:35 PM

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

Page One

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

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Historic Preservation Design, Planning and Zoning
STATUS	New Applicant
If you are a current Board member, type years in service:	*Field not completed.*
Page Two	
Demographics	
Education	Graduate School
Age Range:	35-59
Years in Smithville	<>
Qualifications	
1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.	no
2. How did you hear about this Board and/or vacancy?	PSA
3. Please list experience and background relevant to the Board for which you are applying:	As an undergraduate, I minored in interior design. Ultimately, I started my first career in human resources, with my last HR job being for an architecture firm. I have had some college-level courses in architecture and the history of interiors and furnishings. My second career was as a classical teacher. I have an interest in and have taught world history and American history. I moved to Smithville to fulfill the dream of owning a historic home in a protected historic district. Our last home was in

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

Note

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

DECLARATION OF APPLICANT

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

Sign typing your full name:	Mary J. Cartwright
Date	12/22/25

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	*Field not completed.*
Last Name	Pot
Street Address:	[redacted]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[redacted]
Work Email:	[redacted]
	[redacted]

Home Phone:	
Work Phone:	[redacted]
Cell Phone:	[redacted]
Please indicate how you wish to be contacted:	Phone, Email

CONSENT TO USE PERSONAL INFORMATION

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

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:	Monday, November 24, 2025 2:16:49 PM

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

Page One

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

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	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?	I saw Mitchell Jameson's post on Nextdoor about needing Smithville residents to step up and help serve in our community. I am interested in serving on either the Planning & Zoning Board or the Parks & Rec Board.
3. Please list experience and background relevant to the Board for which you are applying:	I have been in the insurance industry as an agent or as a Regulator for 23 years. I have had to some familiarity with the impact of building codes and zoning in regards to insurance risk. In addition, I have taken a personal interest in storm water issues due to my interest in gardening but also due to my insurance background. As an agent and a regulator, I've seen how issues with improper handling of storm water can cause flooding risks in

residential and commercial settings.

Note

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

DECLARATION OF APPLICANT

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

Sign typing your full name:	Kristin Barrow
Date	November 24, 2025

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, December 2, 2025 2:37:00 PM

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

Page One

Name	Mike
Middle	M
Last Name	Reynolds
Street Address:	[redacted]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[redacted]
Work Email:	[redacted]
Home Phone:	[redacted]
Work Phone:	[redacted]
Cell Phone:	[redacted]
Please indicate how you wish to be contacted:	Phone, Email

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Historic Preservation Design, Planning and Zoning
STATUS	New Applicant
If you are a current Board member, type years in service:	*Field not completed.*
Page Two	
Demographics	
Education	HS/GED
Age Range:	60+
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?	Online
3. Please list experience and background relevant to the Board for which you are applying:	I have 40+years commercial and residential construction background. I've worked with TxDoT, FAA as well as hospitals, universities and industrial properties. I have remodeled historical homes in Nacogdoches, Lufkin and Timpson Texas. I just moved here a few weeks ago and looking to see if my experience could be a benefit for this town that is now my forever home. I could give much more info in person or by phone or email if needed.

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

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

Sign typing your full name:	Mike Reynolds
Date	12/2/2025

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 5, 2025 10:38:31 AM

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

Page One

Name	Lisa
Middle	M
Last Name	Rinehart
Street Address:	[redacted]
City	Smithville
State:	Texas
Zip Code:	78957
Home email	[redacted]
Work Email:	[redacted]
Home Phone:	[redacted]
Work Phone:	[redacted]
Cell Phone:	[redacted]
Please indicate how you wish to be contacted:	Email

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Planning and Zoning
STATUS	New Applicant
If you are a current Board member, type years in service:	*Field not completed.*
Page Two	
Demographics	
Education	Some College
Age Range:	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.	No
2. How did you hear about this Board and/or vacancy?	I watch Planning and Zoning meetings and was interested in being on the Board and spoke with Caroline and Phillip.
3. Please list experience and background relevant to the Board for which you are applying:	I have lots of interest in the planning and zoning of Smithville. I recently assisted my mother in the rezoning of 421 Bunte St. I am a fast learner and would like to help in the process of allowing Smithvillians and property owners in their endeavors in regards to their property while ensuring all policies and rules are being followed.
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:	Lisa M. Rinehart
Date	12/05/2025

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, December 9, 2025 11:47:58 AM

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

Page One

Name	Brian
Middle	*Field not completed.*
Last Name	Burkitt
Street Address:	[redacted]
City	Smithville
State:	TX
Zip Code:	78957
Home email	[redacted]
Work Email:	[redacted]
Home Phone:	[redacted]
Work Phone:	[redacted]
Cell Phone:	[redacted]
Please indicate how you wish to be contacted:	Phone

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

ELIGIBILITY FOR MEMBERSHIP ON AN ADVISORY BOARD

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

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

CITY ADVISORY BOARD, COMMISSION, AND/OR COMMITTEE FOR WHICH YOU ARE APPLYING	Standards Advisory Committee, Planning and Zoning
STATUS	New Applicant
If you are a current Board member, type years in service:	*Field not completed.*
Page Two	
Demographics	
Education	College Degree
Age Range:	18-34
Years in Smithville	<>
Qualifications	
1. have you previously been a member of a City of Smithville Advisory Board? If yes, please indicate the Board and term of your previous appointment.	No
2. How did you hear about this Board and/or vacancy?	Youtube Ad
3. Please list experience and background relevant to the Board for which you are applying:	Civil engineer
Note	

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

DECLARATION OF APPLICANT

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

Sign typing your full name:	Brian Burkitt
Date	12/9/2025

Item #17

This document was not ready and will need to be postponed to a future meeting.

Item #18

Law Offices of Ryan Henry, PLLC

1019 Central Parkway North, Ste. 108
San Antonio, TX 78232
(210) 257-6357
FAX (210) 569-6494
ryan.henry@rshlawfirm.com

April 16, 2026

Jeremy Frazier
City Manager, City of Smithville
317 Main Street
Smithville, Texas 78957

Sent Via Email: citymanager@ci.smithville.tx.us

Re: Retention for Legal Services with Updated Rates for City of Smithville

Mr. Frazier,

As I mentioned to you during the last Council meeting, the firm needs to raise its rates at this time. The primary reason for this deals with turnover. I'm sure you have noticed different attorneys assisting Smithville. With the current rates charged to all clients, the firm cannot remain competitive for acquiring or retaining qualified attorneys. Also, as you know, expenses in general have risen. As a result, the firm must keep pace and that means the rates must be adjusted. This memorializes the change in rates for city attorney services for the City of Smithville.

We bill on an hourly basis, for work actually completed, and with invoices submitted on a monthly basis. Invoices are due on receipt and are past due after thirty (30) days. My updated hourly billing rates for the year 2026 are as follows: $275.00 per hour for myself, $250.00 per hour for senior associates, $250.00 per hour for contract attorney work, $225.00 per hour for associate attorney work, $125.00 per hour for senior paralegal work, and $105.00 per hour for other paralegals and law clerks. I do not charge for secretarial or administrative services. We bill for travel time and list expenses for milage, provided that we will not bill for mileage to and from City Council Meetings. This retention does not include municipal prosecutions as we understand you already have retained a firm for that. All expenses are billed at actual cost with no mark up. Itemized hours worked and expenses are included in each invoice.[1]

///

[1] Texas Government Code Chapter 2271 prohibits the City from entering into a contract for goods or services that (a) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company (not including a sole proprietorship), organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, that has 10 or more full time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory executing this contract on behalf of the firm verifies that the firm does not boycott Israel and will not boycott Israel during the term of this contract.

Should you have any questions or concerns please do not hesitate to contact me.

Very Truly Yours,

Ryan S. Henry

Item #21

May 4, 2026

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

We are pleased to confirm our understanding of the services we are to provide City of Smithville, Texas ('the City') for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities (if any), each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Smithville, Texas as of and for the year ended September 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

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

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

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

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

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

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

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

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

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

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs.

For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

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

You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements.

Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.
In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

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

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

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

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

Other Services

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

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide.

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

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

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

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

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

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

We expect to begin our audit during the summer or fall of 2026 from our office and with a preliminary interim fieldwork visit to your office, conduct final fieldwork onsite with you in the winter, and to issue our reports no later than 180 days after your fiscal year end. Elias Tristan is expected to be the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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

Financial Statement Audit	$ 28,700
Federal Single Audit – Basic Procedures	3,000
Federal Single Audit – One Major Program	3,000
Total	$ 34,700

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

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our standard progress billing method is as follows: 30% of fee after completion of audit planning and interim fieldwork, additional 50% of fee after completion of final fieldwork, and final 20% of fee after issuance of our audit report.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us through the most recent audit phase completed and any additional time incurred on a phase in progress.

Reporting

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

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

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

Sincerely,

Singleton, Clark & Company, PC

Singleton, Clark & Company, PC

RESPONSE:

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

Management signature: ______________________________

Title: ______________________________

Date: ______________________________

BUMGARDNER MORRISON

CPAs • Tax • Audit & Accounting

Empowering Peace of Mind

Report on the Firm's System of Quality Control

To the Owners of Singleton, Clark & Company, P.C.
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, P.C. (the firm) in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, P.C.in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail.* Singleton, Clark & Company, P.C. has received a peer review rating of *pass.*

Bumgardner, Morrison & Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP
June 27, 2023

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

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

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

Item #22

RESOLUTION NO. 2026-05-575

A RESOLUTION OF THE CITY OF SMITHVILLE, TEXAS, SUPPORTING THE NOMINATION OF MAYOR PRO-TEM JIMMY JENKINS AS A CANDIDATE FOR TEXAS MUNICIPAL LEAGUE (TML) PRESIDENT-ELECT; REQUESTING THAT THE MEMBERS OF THE TML NOMINATING COMMITTEE SELECT AND NOMINATE JIMMY JENKINS TO SERVE AS PRESIDENT-ELECT

WHEREAS, Jimmy Jenkins has served his community well, as a Councilmember, Mayor Pro-Tem, and as an enthusiastic and hard-working supporter of many civic and charitable organizations; and

WHEREAS, Jimmy Jenkins, now in his second term, has been active in leading the rapidly growing city in planning for the future by formalizing and institutionalizing processes and procedures to ensure the City is ready for the future. He has been a consistent voice in the Smithville Recycling Center for the City and the surrounding region. He has directed reorganization that highlights modernized urban planning, recognition of historical preservation, protection, and improvement of our environment; and

WHEREAS, Jimmy Jenkins was instrumental in the application and award of a $50,000 Grant from HEB and Keep Texas Beautiful for the Smithville Recycling Center to upgrade to a mixed paper baler, a ramp for loading, and signage; and

WHEREAS, Jimmy Jenkins was involved in the project recognizing and placing historical markers on the Mary Brown Primary, Mt Pilgram Baptist Church, and Colorado Baptist Church; and

WHEREAS, Jimmy Jenkins is currently serving with dedication and distinction in various civic and governmental organizations such as the Smithville Food Pantry, CARTPO (Capital Area Regional Transportation Planning Organization), on the CAT team for the Housing and Health funded by the St. David Foundation, and is the TML Region 10 Director.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS;

Section 1: The Smithville City Council believes that Jimmy Jenkins has the necessary knowledge, qualifications, and dedication to serve with distinction as TML President-Elect of the Texas Municipal League Board of Directors.

Section 2: The Smithville City Council and Staff are committed to supporting Mayor Pro-Tem Jimmy Jenkins in his nomination for this position and any future leadership roles in the Texas Municipal League. His knowledge and leadership will provide a benefit not only to the City of Smithville but to the cities that make up the Texas Municipal League.

Section 3: The Smithville City Council hereby finds, determines, and declares that the meeting at which this Resolution is adopted was open to the public; that the public notice of time, place, and the subject matter of the public business to be considered was posted as required by law, including this Resolution.

PASSED and **ADOPTED** at a regular meeting of the Smithville City Council on this the 11th day of May 2026.

APPROVED:

____
Sharon Foerster, Mayor

ATTEST:

____
Jennifer Lynch, City Secretary

Item #25

ORDINANCE NO. 2026-XXX

AN ORDINANCE AMENDING ARTICLE 7.01, SECTION 7.01.002 OF THE CITY OF SMITHVILLE CODE OF ORDINANCES TO GIVE THE MUNICIPAL COURT ALL JURISDICTION GRANTED BY § 29.003 OF THE GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Smithville desires to amend Section 7.01.002, Code of Ordinances of the City of Smithville, to grant the municipal court all jurisdiction granted by § 29.003 of the Government Code; and

WHEREAS, the City Council of the City of Smithville finds that the adoption of the jurisdiction conveyed by § 29.003 is in the best interest of the community and supports the safety and wellbeing of all citizens; and

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

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

I.
ORDINANCE

Article 7.01, Section 7.01.002, Code of Ordinances, City of Smithville, Texas is amended as set forth below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

Article 7.01 General Provisions

…

§ 7.01.002 **Jurisdiction.**

This court shall have jurisdiction within the city limits in all criminal cases arising under the ordinances of the city and also shall have concurrent jurisdiction with the justice of the peace of this precinct in all criminal cases arising under the criminal laws of this state and arising within the city limits. ~~, except for violations of municipal ordinances that govern fire safety, zoning and public health and sanitation, including dumping of refuse, in which punishment is by fine in an amount in accordance with the general penalty provision found in section 1.01.009 of this code.~~ In addition, the municipal court shall have all jurisdiction granted to it by Section 29.003 of the Government Code, including criminal, civil, and administrative.

II.
FINDINGS OF FACT

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

III.
CUMULATIVE CLAUSE

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

IV.
SEVERABILITY

The phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, because the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

V.
EFFECTIVE DATE

This Ordinance is effective as of the date of adoption.

DULY PASSED AND APPROVED, on the 11th day of May, 2026, at a meeting of the City Council of the City of Smithville, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Local Government Code, at which meeting a quorum was present and voting.

CITY OF SMITHVILLE, TEXAS

____

Sharon Foerster, Mayor

ATTEST:

____
Jennifer Lynch, City Secretary

Item #26

MAYOR
SHARON FOERSTER

MAYOR PROTEM
JIMMY JENKINS

COUNCIL MEMBERS
TYRONE WASHINGTON
MITCHELL JAMESON
CATHY MEEK
BRANDON DUNHAM

CITY MANAGER
JEREMY FRAZIER

SMITHVILLE TEXAS

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: May 8, 2026
RE: April Financial Reports

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

- legal services - $28,140
- purchase of electricity from UGE Smithville Solar One and Solar Two - $19,550
- aviation fuel for airport fuel concessions - $21,014
- auditor services (final payment) - $6,580
- State court criminal costs and fees (quarterly) - $9,955
- parts/labor to repair John Deere Excavator - $5,110
- annual renewal of Zoom Prospector Enterprise (GIS Planning) - $5,000
- install drainage boxes at Eagleston & MLK and concrete pipe at 4th & Ramona - $3,250
- and the monthly payments for fuel, city employee benefits, LCRA purchased power, and garbage services

Certificate of Obligations, Series 2019 expenses included: none

Tax Note, Series 2022 expenses included: none

Tax Note, Series 2025 expenses included:

- Chastang Ford: 2026 Ford Explorer for police department - $45,878
- LaGrange Automatic Gates: electric gate for water plant - $6,048
- McCord Engineering & Techline: Garwood Park Reconductor project - $38,275

Grant expenditures included:

- HMGP DR-4485 (Generators at Water Plants): TRC Engineers fees - $3,475
- General Land Office CDBG-MIT Grant: M&C Fonseca (4th-6th Drainage Improvements) construction & Langford management fees - $277,690
- General Land Office CDBG-MIT Resilient Community Program Grant (Comprehensive Plan): Langford Management Services - $16,500
- TxDOT Safe Routes to School Sidewalk Grant: KSA engineering fees - $11,450
- Methodist Healthcare Ministries, Rural Whole Health Coalition, Building Community Resiliency: Career Tracks administration - $53,500

Have a great weekend,

Cynthia

ESTIMATED FUND BALANCES
@ April 30, 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, 2025	$1,586,885
Statement of Rev & Exp (YTD) @ April 30, 2026 Revenues Over/Under Expenditures	$753,080
Estimated Fund Balance @ April 30, 2026	$2,339,965
Estimated Fund Balance Over/Under Recommended	**$588,628**

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, 2025	$2,048,681
Statement of Rev & Exp (YTD) @ April 30, 2026 Revenues Over/Under Expenditures	($499,399)
Estimated Fund Balance @ April 30, 2026	$1,549,282
0	
Estimated Fund Balance Over/Under Recommended	**($258,750)**

CITY OF SMITHVILLE

CASH BALANCES & RESERVES	@ 4/30/26		@ 4/30/25
CASH OPERATING ACCOUNTS:			
General Fund	78,235		116,760
Utility Fund	180,737		51,372
Credit Card Pmts	444,124		622,475
Fireman's Pension	24,625		25,835
HOMES Grant Fund	239		239
HRA Trust Fund	88,636		72,529
Library Contributions Fund	221,422		215,566
Railroad Park	713		743
TxCDBG Project	61		9,907
Grants Account	61,575		28,657
HMGP Grants	0		0
TxDOT Sidewalk Grants	0		0
Police Seized Account	7,501		7,270
Friends of Smithville	1,897		1,838
Independence Park	6,984		6,769
Smithville Tx Veterans Memorial Park	0		9,478
GLO CDBG-MIT Grant	2,358		1,850
Coronavirus Local Fiscal Recovery	207		200
2025 Tax Note Project Fund	2,426,479		0
Total Cash on Hand	**3,545,795**		**1,171,488**
INVESTED FUNDS		Matures	
CERTIFICATES OF DEPOSIT:			
General - Operations	56,922	Aug-26	55,383
General - Library Contributions	154,984	Jun-26	150,012
General - Library Contributions	122,031	Nov-27	118,955
Utility - Operations	157,083	Oct-26	152,128
Utility - Operations #2	120,032	Aug-26	115,923
Utility - Designated Customer Dep	103,541	Apr-28	100,742
Utility - Customer Deposits	36,186	Mar-28	35,205
Economic Development (IDF)	58,802	Dec-27	57,353
Utility '01 CO/SWS FNMA	131,386	Oct-27	128,310
INVESTMENT POOL ACCOUNTS			
General - Operations	1,848		1,767
Utility - Operations	1,517		40,123
Capital Replacement Fund	410		19,899
Maintenance Bond Deposits	95,610		91,718
Interest & Sinking	586,926		659,803
'07 CofO Project Funds	90		86
'19 CofO Project Funds	817,992		877,967
'23 Tax Note Project Funds	446,039		938,994
SAVINGS ACCOUNTS			
Airport Fly-in	10,468		10,360
PEG Capital Fee	20,390		20,370
TOTAL INVESTED FUNDS:	**2,922,256**		**3,575,100**
ACCOUNTS RECEIVABLE			
Genl/Util - Miscellaneous	243,587		248,727
Utility Billings - Current	747,931		620,425
Utility Billings - Delinquent	94,228		125,838
Total Accounts Receivable	**1,085,747**		**994,989**
TOTAL CASH & RECEIVABLES	**7,553,798**		**5,741,578**
RESERVE AMOUNTS			
Res Bond Debt Service	586,926		659,803
Res Bond/Tax Note Project Funds	3,690,600		1,817,048
Res Customer Deposits	123,150		118,032
Res Economic Development	58,802		57,353
Res Firemen's Pension	24,625		25,835
Designated Court Technology	0		0
Designated Library	498,437		484,533
Designated Police Ed/Op	4,837		4,151
Designated VFD Donations	0		0
Designated HOME Grant Fund	239		239
Designated TxCDBG Project	61		9,907
Designated Independence Park	6,984		6,769
Designated Police Seized Assets	7,501		7,270
Designated Grants Account	61,575		28,657
Designated HMGP Grants	0		0
Designated TxDOT Sidewalk Grants	0		0
Designated-Veterans Memorial Park	0		9,478
Designated-Friends of Smithville	1,897		1,838
Designated-GLO CDBG-MIT	2,358		1,850
Designated-CLFRF	207		200
Designated Maintenance Bond Dep	95,610		91,718
Total Reserve Amounts	**5,163,809**		**3,324,682**
ACCOUNTS PAYABLE			
General	208,288		273,248
Utility	358,985		326,330
Total Accts Payable	**567,273**		**599,578**
TOTAL RESERVES & PAYABLES	**5,731,082**		**3,924,260**
UNRESTRICTED CASH & RECEIVABLES	***1,822,716***		***1,817,318***

CITY OF SMITHVILLE
SUMMARY REVENUE / EXPENSE STATEMENT
FISCAL YEAR 2025-26 @ April 30, 2026

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
General Fund	4,732,746	7,005,349	67.56%	4,517,702	6,912,353	65.36%
Utility Fund	4,601,848	8,487,073	54.22%	4,376,838	8,287,538	52.81%
Maintenance Fund	78,422	135,601	57.83%	81,986	137,664	59.56%
Int & Sinking Fund	1,044,957	906,299	115.30%	1,011,935	1,060,635	95.41%
TOTAL REVENUES	**10,457,973**	**16,534,322**	**63.25%**	**9,988,461**	**16,398,190**	**60.91%**
EXPENSES:						
General Fund	3,979,666	7,005,349	56.81%	3,877,546	6,872,285	56.42%
Utility Fund	5,101,248	8,487,073	60.11%	4,831,593	7,830,180	61.70%
Maintenance Fund	76,584	135,601	56.48%	80,781	137,664	58.68%
Int & Sinking Fund	1,096,705	1,206,299	90.91%	775,151	856,760	90.47%
TOTAL EXPENSES	**10,254,203**	**16,834,322**	**60.91%**	**9,565,071**	**15,696,888**	**60.94%**
Revenues Over/(Under) Expenses						
M&O Funds	**255,518**	**0**		**186,606**		
I&S Fund	**(51,748)**	**(300000)**		**236,784**		
Total Over(Under)	**203,770**	**(300,000)**		**423,390**	**701,302**	

7/12th of budget would be 58.33%

CITY OF SMITHVILLE
GENERAL FUND RECAP
2025-2026
FOR MONTH OF: April

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
Taxes	2,348,014	3,093,774	75.89%	2,238,749	2,901,986	77.15%
Licenses & Permits	62,035	148,930	41.65%	77,519	167,774	46.20%
Services	1,070,620	1,740,600	61.51%	990,734	1,694,209	58.48%
Court	29,135	57,250	50.89%	27,275	48,238	56.54%
Miscellaneous	1,095,068	1,783,045	61.42%	1,038,645	1,889,662	54.96%
Contributions	127,873	181,750	70.36%	144,780	210,484	68.78%
TOTAL REVENUES	***4,732,746***	***7,005,349***	***67.56%***	***4,517,702***	***6,912,353***	***65.36%***
EXPENSES:						
Administration	423,292	531,186	79.69%	317,887	528,571	60.14%
Finance	46,057	83,614	55.08%	49,759	76,176	65.32%
Police	1,082,742	1,872,326	57.83%	963,990	1,699,514	56.72%
Animal Control	42,950	77,013	55.77%	40,684	71,701	56.74%
Court	55,925	92,011	60.78%	48,908	91,420	53.50%
Fire	74,573	105,133	70.93%	83,618	141,643	59.03%
Library	256,685	471,168	54.48%	281,219	489,007	57.51%
Community Service	36,807	67,990	54.14%	24,214	65,382	37.03%
Parks & Recreation	235,122	449,037	52.36%	244,261	440,140	55.50%
Recreation Center	236,401	422,759	55.92%	235,281	409,986	57.39%
Street & Alley	260,014	408,286	63.68%	299,860	499,634	60.02%
Solid Waste	750,298	1,389,936	53.98%	840,488	1,480,470	56.77%
Enforcement/Insp	83,511	202,598	41.22%	64,284	182,595	35.21%
Cemetery	76,318	134,429	56.77%	84,591	150,057	56.37%
Airport	167,548	307,910	54.41%	194,052	344,913	56.26%
Economic Development	151,425	389,954	38.83%	104,452	201,076	51.95%
TOTAL EXPENSES	***3,979,666***	***7,005,349***	***56.81%***	***3,877,546***	***6,872,285***	***56.42%***
Revenues Over/(Under)	**753,080**	**0**		**640,156**	**40,069**	

7/12th of budget would be 58.33%

CITY OF SMITHVILLE
GENERAL FUND REVENUE RECAP
2025-2026

FOR MONTH OF: April	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
TAXES						
Property Taxes	1,657,323	1,926,024	86.05%	1,565,715	1,702,553	91.96%
Franchise Taxes	59,891	129,750	46.16%	60,127	127,394	47.20%
Sales Taxes	597,303	980,000	60.95%	587,968	1,016,210	57.86%
Hotel/Motel Taxes	25,899	50,000	51.80%	20,067	46,328	43.32%
Mixed Beverage Tax	7,598	8,000	94.98%	4,873	9,501	51.29%
Total Tax Revenues	**2,348,014**	**3,093,774**	**75.89%**	**2,238,749**	**2,901,986**	**77.15%**
LICENSES & PERMITS						
Misc. Licenses	440	200	220.00%	115	235	48.94%
Alcohol Permits	1,125	2,345	47.97%	2,385	2,745	86.87%
Building Permits	40,605	102,885	39.47%	49,837	122,365	40.73%
Electrical Permits	5,765	15,000	38.43%	7,825	12,949	60.43%
Plumbing Permits	5,350	18,500	28.92%	10,525	18,798	55.99%
Misc. Permits/Film Permits	8,750	10,000	87.50%	6,832	10,682	63.96%
Total L/P Revenues	**62,035**	**148,930**	**41.65%**	**77,519**	**167,774**	**46.20%**
SERVICES						
Inspections	50	1,500	3.33%	0	50	0.00%
Cemetery	2,670	3,850	69.35%	4,150	3,900	106.41%
Police	11,319	750	1509.15%	556	2,062	26.96%
Code Enforcement	0	1,000	0.00%	750	750	100.00%
Streets	300	1,250	24.00%	1,100	8,117	13.55%
Leaf & Limb	1,300	221,000	0.59%	1,075	2,425	44.33%
Sanitation	845,969	1,240,000	68.22%	826,989	1,429,803	57.84%
Warehouse	5,280	12,000	44.00%	5,556	9,852	56.39%
Parks & Recreation	12,190	22,000	55.41%	12,790	21,092	60.64%
Library	3,486	5,250	66.40%	2,936	5,236	56.07%
Airport	64,822	97,000	66.83%	48,789	74,783	65.24%
Recreation Center	123,234	135,000	91.28%	86,044	136,139	63.20%
Total Svc Revenues	**1,070,620**	**1,740,600**	**61.51%**	**990,734**	**1,694,209**	**58.48%**
COURT REVENUES						
Fines	22,092	37,500	58.91%	17,756	35,428	50.12%
Admin Fees	304	500	60.78%	196	29	676.24%
CJP Arrest Fees	1,063	2,750	38.64%	1,179	1,970	59.86%
Court Costs	5,366	15,500	34.62%	6,992	9,247	75.61%
Remedies	310	1,000	31.00%	360	613	58.73%
Court Technology	0	0	0.00%	792	951	83.28%
Total Court Revs	**29,135**	**57,250**	**50.89%**	**27,275**	**48,238**	**56.54%**
MISC. SALES & REVS						
Cemetery Plots	10,000	18,000	55.56%	5,000	16,050	31.15%
Franchise Fee - Utility	102,083	175,000	58.33%	102,083	175,000	58.33%
Interest Income	16,849	36,000	46.80%	21,364	36,060	59.25%
Rents	100	0	0.00%	250	400	62.50%
Credit Card Usage Fee	3,652	4,100	89.07%	1,352	5,544	24.39%
Misc Rev/Ins Recovery	83,729	35,000	239.23%	34,350	97,944	35.07%
Sale of Fixed Assets	0	10,000	0.00%	31,708	85,358	37.15%
Aviation Fuel Sales	146,603	250,000	58.64%	132,133	255,469	51.72%
Transfer in from Utility	732,051	1,254,945	58.33%	710,405	1,217,837	58.33%
Transfer in from 23 Tax Nc	0	0	0.00%	0	0	0.00%
Total Misc. Revs	**1,095,068**	**1,783,045**	**61.42%**	**1,038,645**	**1,889,662**	**54.96%**
CONTRIBUTIONS						
Public Sources	20,740	20,750	99.95%	36,159	40,374	89.56%
Private Sources	6,339	6,500	97.53%	5,735	6,838	83.87%
Grants	0	4,500	0.00%	500	2,516	19.87%
Volunteer Fire Dept	81,794	140,000	58.42%	82,387	140,756	58.53%
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	**127,873**	**181,750**	**70.36%**	**144,780**	**210,484**	**68.78%**
TOTAL REVENUES	**4,732,746**	**7,005,349**	**67.56%**	**4,517,702**	**6,912,353**	**65.36%**

7/12th of budget would be 58.33%

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

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
ADMINISTRATION						
Personnel	178,174	239,581	74.37%	127,529	230,501	55.33%
Services	209,258	238,330	87.80%	165,450	253,569	65.25%
Supplies & Materials	7,892	19,625	40.22%	7,877	19,146	41.14%
Other	27,968	33,650	83.11%	17,031	25,355	67.17%
Capital	0	0	0.00%	0	0	0.00%
Transfer to TxDOT Sidewalk Gran	0	0	0.00%	0	0	0.00%
Total Admin Expense	**423,292**	**531,186**	**79.69%**	**317,887**	**528,571**	**60.14%**
FINANCE						
Personnel	30,577	55,679	54.92%	26,485	49,721	53.27%
Services	14,741	26,585	55.45%	22,765	25,578	89.00%
Supplies & Materials	739	1,350	54.72%	509	877	58.05%
Other	0	0	0.00%	0	0	0.00%
Total Finance Expense	**46,057**	**83,614**	**55.08%**	**49,759**	**76,176**	**65.32%**
POLICE						
Personnel	950,057	1,687,274	56.31%	845,847	1,509,009	56.05%
Services	15,900	31,770	50.05%	16,802	30,034	55.94%
Supplies & Materials	78,543	104,150	75.41%	59,487	104,943	56.69%
Other	38,243	49,132	77.84%	41,854	55,528	75.37%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Police Expense	**1,082,742**	**1,872,326**	**57.83%**	**963,990**	**1,699,514**	**56.72%**
ANIMAL CONTROL						
Personnel	37,831	67,678	55.90%	36,381	64,941	56.02%
Services	3,146	4,740	66.36%	2,595	4,535	57.22%
Supplies & Materials	1,198	3,800	31.53%	933	1,450	64.33%
Other	775	795	97.44%	775	775	100.02%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Animal Control Exp	**42,950**	**77,013**	**55.77%**	**40,684**	**71,701**	**56.74%**
COURT						
Personnel	39,399	73,056	53.93%	37,992	69,412	54.73%
Services	16,441	18,383	89.44%	9,537	21,764	43.82%
Supplies & Materials	63	550	11.43%	1,357	222	611.38%
Other	22	22	100.59%	22	22	98.91%
Total Court Exp	**55,925**	**92,011**	**60.78%**	**48,908**	**91,420**	**53.50%**
FIRE						
Personnel	1,758	1,758	99.99%	1,808	1,808	100.00%
Services	6,104	17,500	34.88%	6,214	10,139	61.29%
Supplies & Materials	20,866	44,000	47.42%	37,612	70,315	53.49%
Other	45,845	41,875	109.48%	37,984	38,817	97.85%
Capital Expenditures	0	0	0.00%	0	20,564	0.00%
Total Fire Expense	**74,573**	**105,133**	**70.93%**	**83,618**	**141,643**	**59.03%**
LIBRARY						
Personnel	204,836	393,598	52.04%	216,220	387,143	55.85%
Services	7,640	15,255	50.08%	8,836	16,446	53.73%
Supplies (includes Donation/Grant exp)	38,197	55,600	68.70%	50,323	79,578	63.24%
Other	6,012	6,715	89.53%	5,840	5,840	99.99%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Library Expense	**256,685**	**471,168**	**54.48%**	**281,219**	**489,007**	**57.51%**
COMMUNITY SERVICE						
Allocated Support	36,807	67,990	54.14%	24,214	65,382	37.03%
Total Community Svc Exp	**36,807**	**67,990**	**54.14%**	**24,214**	**65,382**	**37.03%**
PARKS & RECREATION						
Personnel	159,744	313,945	50.88%	134,402	247,645	54.27%
Services	15,104	32,840	45.99%	32,900	43,481	75.67%
Supplies & Materials	50,896	92,477	55.04%	66,870	110,060	60.76%
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	**235,122**	**449,037**	**52.36%**	**244,261**	**440,140**	**55.50%**

7/12th of budget would be 58.33%

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

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
RECREATION CENTER						
Personnel	152,102	285,299	53.31%	147,346	266,260	55.34%
Services	39,044	85,985	45.41%	45,051	77,970	57.78%
Supplies & Materials	32,538	37,250	87.35%	30,479	53,351	57.13%
Other	12,717	14,225	89.40%	12,405	12,405	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Recreation Center Exp	**236,401**	**422,759**	**55.92%**	**235,281**	**409,986**	**57.39%**
STREET & ALLEY						
Personnel	129,578	234,848	55.18%	125,014	223,963	55.82%
Services	54,872	55,850	98.25%	63,315	119,089	53.17%
Supplies & Materials	59,494	94,600	62.89%	94,524	128,583	73.51%
Other-Special Projects	16,071	22,988	69.91%	17,007	27,999	60.74%
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	**260,014**	**408,286**	**63.68%**	**299,860**	**499,634**	**60.02%**
SOLID WASTE						
Personnel	160,415	310,017	51.74%	155,287	279,206	55.62%
Services	546,397	1,008,180	54.20%	635,308	1,112,655	57.10%
Supplies & Materials	35,390	59,250	59.73%	35,035	62,929	55.67%
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	**750,298**	**1,389,936**	**53.98%**	**840,488**	**1,480,470**	**56.77%**
ENFORCEMENT & INSPEC						
Personnel	68,063	176,043	38.66%	51,135	111,945	45.68%
Services	11,921	20,260	58.84%	9,864	66,137	14.91%
Supplies & Materials	3,054	5,800	52.65%	2,879	4,088	70.42%
Other	473	495	95.54%	406	425	95.56%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Enforcement/Insp Exp	**83,511**	**202,598**	**41.22%**	**64,284**	**182,595**	**35.21%**
CEMETERY						
Personnel	63,566	113,689	55.91%	67,707	114,833	58.96%
Services	5,216	9,800	53.22%	6,754	18,074	37.37%
Supplies & Materials	6,997	10,400	67.28%	9,726	16,745	58.08%
Other	539	540	99.82%	404	405	99.69%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Cemetery Expense	**76,318**	**134,429**	**56.77%**	**84,591**	**150,057**	**56.37%**
AIRPORT						
Services	38,461	62,690	61.35%	35,935	60,395	59.50%
Supplies & Materials	114,179	231,800	49.26%	144,393	270,794	53.32%
Other	14,908	13,420	111.09%	13,724	13,724	100.00%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Airport Expense	**167,548**	**307,910**	**54.41%**	**194,052**	**344,913**	**56.26%**
GRANTS & ECONOMIC DEVELOPMENT						
Personnel	109,931	162,869	67.50%	83,785	152,033	55.11%
Services	34,371	215,235	15.97%	16,964	29,369	57.76%
Supplies & Materials	1,238	350	353.71%	71	139	50.75%
Other	5,885	11,500	51.18%	3,633	19,535	18.60%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Grant & Eco Development Exp	**151,425**	**389,954**	**38.83%**	**104,452**	**201,076**	**51.95%**
TOTAL EXPENSES	**3,979,666**	**7,005,349**	**56.81%**	**3,877,546**	**6,872,285**	**56.42%**
TOTAL REVENUES	**4,732,746**	**7,005,349**	**67.56%**	**4,517,702**	**6,912,353**	**65.36%**
Revenues Over/Under Expenses	***753,080***	***0***		***640,156***	***40,069***	

7/12th of budget would be 58.33%

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

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
Maintenance Fund						
Revenues	**78,422**	**135,601**	**57.83%**	**81,986**	**137,664**	**59.56%**
Personnel Expense	58,698	98,691	59.48%	53,851	94,959	56.71%
Services Expense	2,549	4,325	58.94%	2,443	4,070	60.02%
Supplies Expense	14,802	32,050	46.18%	23,947	38,090	62.87%
Other Expense	535	535	100.01%	541	545	99.26%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Maint Fund Exp	**76,584**	**135,601**	**56.48%**	**80,781**	**137,664**	**58.68%**
Revenues Over/Under Expenses	***1,838***	***0***		***1,205***	***0***	

7/12th of budget would be 58.33%

CITY OF SMITHVILLE
UTILITY FUND RECAP
2025-2026
FOR MONTH OF: April

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/25 @ 04/30	AMENDED 2024/25 BUDGET	2024/25 % OF BUDGET USED/COLLECTED
REVENUES:						
Electric	2,993,356	5,737,539	52.17%	2,877,011	5,583,846	51.52%
Water	682,042	1,242,000	54.91%	675,353	1,186,823	56.90%
Wastewater	511,845	868,500	58.93%	510,178	901,625	56.58%
Miscellaneous	414,605	639,034	64.88%	314,295	615,244	51.08%
TOTAL REVENUES	**4,601,848**	**8,487,073**	**54.22%**	**4,376,838**	**8,287,538**	**52.81%**
EXPENSES:						
Administration	1,319,421	2,099,989	62.83%	1,075,426	1,713,386	62.77%
Electric	2,073,342	3,788,878	54.72%	2,045,792	3,795,154	53.91%
Recycle	39,581	62,515	63.31%	36,749	66,931	54.91%
Water	260,836	382,659	68.16%	268,666	406,961	66.02%
Wastewater	676,017	898,087	75.27%	694,554	629,911	110.26%
Transfers	732,051	1,254,945	58.33%	710,405	1,217,837	58.33%
TOTAL EXPENSES	**5,101,248**	**8,487,073**	**60.11%**	**4,831,593**	**7,830,180**	**61.70%**
Revenues Over/(Under) Expenses:	**(499,399)**	**0**		**(454,755)**	**457,358**	

7/12th of budget would be 58.33%

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

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
ELECTRIC						
Residential Electric	1,798,486	3,505,459	51.31%	1,743,473	3,612,082	48.27%
Small Commercial Electric	246,059	485,000	50.73%	241,340	464,391	51.97%
Large Commercial Electric	826,617	1,443,000	57.28%	751,044	1,197,135	62.74%
Public Lighting	7,818	13,900	56.24%	8,000	13,633	58.68%
Interdepartmental	87,467	166,520	52.53%	85,998	157,257	54.69%
Electric Opt Out Fees	2,125	3,660	58.06%	1,910	3,370	56.68%
Charge for Svcs - Electric	24,785	120,000	20.65%	45,245	135,978	33.27%
Total Electric Revs	**2,993,356**	**5,737,539**	**52.17%**	**2,877,011**	**5,583,846**	**51.52%**
WATER						
Metered Sales	651,694	1,200,000	54.31%	649,929	1,139,734	57.02%
Unmetered Sales	5,848	3,000	194.93%	3,674	7,339	50.06%
Water Taps	24,500	39,000	62.82%	21,750	39,750	54.72%
Total Water Revs	**682,042**	**1,242,000**	**54.91%**	**675,353**	**1,186,823**	**56.90%**
WASTEWATER						
Flat Rate Charge	473,595	810,000	58.47%	476,428	843,575	56.48%
Sewer Taps	38,250	58,500	65.38%	33,750	58,050	58.14%
Total WasteW Revs	**511,845**	**868,500**	**58.93%**	**510,178**	**901,625**	**56.58%**
MISC. SALES & REVS						
Utility Service Transfer Fee	425	900	47.22%	625	850	73.53%
Rents	26,010	37,034	70.23%	3,300	37,034	8.91%
Grants	0	0	0.00%	0	45,038	0.00%
W/WW Imp Fee - '19 CO's	88,407	149,000	59.33%	87,193	149,296	58.40%
Utility Imp Fee - '25 Tax Note	97,984	164,067	59.72%	0	0	0.00%
Drainage/System Imp Fees	0	0	0.00%	(6)	(6)	94.67%
Utility Penalties	105,549	140,000	75.39%	95,259	173,269	54.98%
Interest Income	19,950	38,000	52.50%	24,451	38,888	62.87%
Credit Card Usage Fee	4,100	0	0.00%	19,204	30,356	63.26%
Misc Income/Ins Recovery	18,310	15,000	122.07%	16,035	34,759	46.13%
QECB Treasury Subsidy	18,200	34,533	52.70%	20,949	40,546	51.67%
Sale of Fixed Assets	0	2,000	0.00%	9,717	0	0.00%
Sale of Recyclables	8,730	20,500	42.58%	1,929	25,104	7.68%
Recycle Membership Fee	26,940	38,000	70.89%	35,640	40,110	88.86%
Total Misc. Revs	**414,605**	**639,034**	**64.88%**	**314,295**	**615,244**	**51.08%**
TOTAL REVENUES	**4,601,848**	**8,487,073**	**54.22%**	**4,376,838**	**8,287,538**	**52.81%**

7/12th of budget would be 58.33%

CITY OF SMITHVILLE
UTILITY FUND EXPENSE RECAP
2025-2026
FOR MONTH OF: April

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 @ 04/30	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES	**4,601,848**	**8,487,073**	**54.22%**	**4,376,838**	**8,287,538**	**52.81%**
EXPENSES						
ADMINISTRATION						
Personnel	560,554	1,019,700	54.97%	542,830	983,291	55.21%
Services	253,430	217,915	116.30%	174,317	265,037	65.77%
Supplies & Matls	12,116	19,705	61.49%	9,025	18,222	49.53%
Other	493,320	842,669	58.54%	349,254	446,836	78.16%
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	732,051	1,254,945	58.33%	710,405	1,217,837	58.33%
Total Admin Exp	**2,051,472**	**3,354,934**	**61.15%**	**1,785,831**	**2,931,223**	**60.92%**
ELECTRIC						
Personnel	205,499	370,652	55.44%	190,664	351,480	54.25%
Services	26,400	40,137	65.77%	26,080	87,029	29.97%
Supplies & Matls	1,829,171	3,363,045	54.39%	1,805,999	3,343,278	54.02%
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	**2,073,342**	**3,788,878**	**54.72%**	**2,045,792**	**3,795,154**	**53.91%**
RECYCLE						
Personnel	31,579	57,090	55.31%	30,434	54,969	55.36%
Services	670	1,300	51.56%	658	2,967	22.19%
Supplies&Matls	6,519	3,250	200.58%	4,885	8,222	59.41%
Other	813	875	92.88%	772	772	100.03%
Capital	0	0	0.00%	0	0	0.00%
Total Recycle Exp	**39,581**	**62,515**	**63.31%**	**36,749**	**66,931**	**54.91%**
WATER						
Personnel	102,661	182,329	56.31%	98,085	174,317	56.27%
Services	31,532	48,660	64.80%	29,595	53,687	55.13%
Supplies & Matls	50,781	74,300	68.35%	61,608	104,284	59.08%
Other	75,862	77,370	98.05%	79,377	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	**260,836**	**382,659**	**68.16%**	**268,666**	**406,961**	**66.02%**
WASTEWATER						
Personnel	109,207	197,786	55.21%	107,329	192,767	55.68%
Services	150,456	234,860	64.06%	153,354	258,425	59.34%
Supplies & Matls	54,928	92,700	59.25%	81,961	105,479	77.70%
Other	361,426	372,741	96.96%	351,911	73,240	480.49%
Capital	0	0	0.00%	0	0	0.00%
Total W/Water Exp	**676,017**	**898,087**	**75.27%**	**694,554**	**629,911**	**110.26%**
TOTAL EXPENSES	**5,101,248**	**8,487,073**	**60.11%**	**4,831,593**	**7,830,180**	**61.70%**
REVENUES OVER/(UNDER) EXPENSES:	**(499,399)**	**0**		**(454,755)**	**457,358**	

7/12th of the budget would be 58.33%

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	April 2026
Number Of Electric Customers:	2372
Number Of New Customers or Transferring customers	37
Number Of Customers Leaving The City or transferring	45
Number Of Customers Penalized:	422
Number of Customers "Cut-Off" For Non-Payment:	15 (14 Reconnected)

CITY OF SMITHVILLE
DEBT SERVICE RECAP
FOR MONTH OF: April, 2026

	2025/2026 Y-T-D	2025/2026 BUDGET	2025/2026 % OF BUDGET USED/COLLECTED	2024/2025 Y-T-D	AMENDED 2024/2025 BUDGET	2024/2025 % OF BUDGET USED/COLLECTED
REVENUES:						
Property Taxes *	1,029,010	906,299	113.54%	995,577	1,032,425	96.43%
Transfer In/ Miscellaneous	0	0	0.00%	0	0	0.00%
Interest	15,947	0	0.00%	16,358	28,210	57.99%
Total Revenues	**1,044,957**	**906,299**	**115.30%**	**1,011,935**	**1,060,635**	**95.41%**
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	**(51,748)**	**(300,000)**		**236,784**	**203,875**	

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

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