

1. Council Agenda February 13, 2020

Documents:

[2 AGENDA 2-13-2020.PDF](#)

1.1. Council Packet February 13, 2020

Documents:

[FEB 13 2020 COUNCIL PACKET.PDF](#)

**NOTICE OF REGULAR MEETING  
OF THE GOVERNING BODY OF THE  
CITY OF HAMILTON, TEXAS  
FEBRUARY 13, 2020**

Notice is hereby given that a Regular Council Meeting of the Governing Body of the City of Hamilton, Texas will be held on the 13th day of February, 2020 at 5:30 p.m. in City Hall, 200 East Main, Hamilton, Texas, concerning the following matters.

**Item No. I:** Call Meeting to Order.

1. Opening Prayer
2. Pledge of Allegiance

**Item No. II:** Public Comments.

The City Council invites persons with comments on any agenda item to briefly address the Council. In addition, any member of the public can briefly address the Council on items not on the agenda for the limited purpose of determining whether the matter should be referred to staff for study and/or placed on a future agenda. State law prohibits the City Council from considering, discussing or taking any action on any item not listed on the posted agenda. This is a privilege granted by the City Council. Please keep your comments limited to three minutes or less.

**Item No. III:** Agenda Deliberations.

1. Consideration and/or Action on Approving the January 9, 2020 Regular Council Meeting Minutes
2. Consideration and/or Action on Approving the January, 2020 Financial Report.
3. Consideration and /or Action Accepting the 2018-19 Annual Financial Audit Report.
4. Consideration and/or Action of Ordinance Creating Lot 1R, Block 2 A .5555 Acre Tract out of Lots 1,5 and 6, Frost Addition Recorded in Cabinet 1, Slide 12, Plat Records, Hamilton County, Texas Being Comprised of two Tracts: a Called 94'X140' Tract Recorded in Volume 408, Page 880 and a .252 Acre Tract Recorded in volume 540, Page 822, Real Property Records.
5. Consideration and/or Action of Resolution Authorizing and Approving Execution of an Agreement with BancorpSouth Equipment Finance, a Division of BancorpSouth Bank, and Designating the Agreement as a Qualified Tax-Exempt Obligation.

6. Consideration and/or Action of Resolution to Contract with Leetech Solutions LLC. for Sewer Main Line Installation Between Cheyenne Mesa and Navajo Trail.
7. Consideration and/or Action to Award the Construction Contract on the Community Enhancement Fund Grant on behalf of the Hamilton General Hospital funded by the Texas Department of Agriculture.
8. Consideration and/or Action in Regards to Approving the Hamilton Main Street Program Bylaws.
9. Consideration and/or Action of Resolution Appointing Members to the Hamilton Main Street Advisory Board of Directors.
10. Consideration and/or Action Accepting the 2019 Racial Profiling Report from the Hamilton Police Department.
11. Consideration and/or Action Accepting the Hamilton Police Department 2019 Annual Crime Report.
12. Consideration and/or Action Accepting the Hotel & Motel Occupancy Tax Financial Report for 4<sup>th</sup> Quarter 2019 and Related Reports. (Hamilton Chamber of Commerce).
13. Consideration and/or Action Accepting the Hamilton Economic Development Corporation Quarterly Financials and Related Reports.
14. Consideration and/or Action of Resolution Approving Appointment of City Administrator/City Secretary.

**Item No. V:** City Council will convene into Executive Session in accordance with the following provision of the Government Code, Section 551.074, Appointment of City Administrator/City Secretary.

**Item No. VI:** Reconvene into Open Session to consider and/or take action on Executive Session Agenda Deliberation.

The Following Items are for informational Purposes Only.  
City Administrator's Report:

Main Street Update  
 CTCOG Grant Workshop Update  
 Set date for Roadway Workshop February 20 or 27  
 Police/Code/Animal Control Report  
 Court Report  
 Hand Cart Audit  
 Airport Report – Entrance Sign, Credit Card Reader

**Item No. VIII:** Future Agenda Items

**Item No. IX:** Adjourn Regular Meeting

The City of Hamilton reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

I, the undersigned authority, do hereby certify that the above notice of meeting of the Governing Body of the City of Hamilton, Texas is a true and correct copy of said notice posted at City Hall of said City of Hamilton, Texas a place convenient and readily accessible to the General Public at all times, and said notice was posted February 10, 2020 at or before 5:30 p.m. The City of Hamilton encourages all citizens to attend.

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Ryan W. Polster, City Secretary

City Hall is accessible to the disabled. Disabled individuals requiring a reasonable accommodation must submit a request 48 hours prior to the meeting to the City Administrator. Please call 254-386-8116.

City Of Hamilton, Texas



**Council Meeting Packet**

**February 13, 2020**

**5:30 PM**

**200 E. Main Street**

**Hamilton, TX 76531**

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Agenda Item #1

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action on Approving the January 9, 2020 Regular Council Meeting Minutes.

**MINUTES OF REGULAR MEETING  
OF THE GOVERNING BODY OF THE  
CITY OF HAMILTON, TEXAS  
JANUARY 9, 2020**

A Regular Council Meeting of the Governing Body of the City of Hamilton, Texas was held on the 9th day of January, 2020 at 6:00 p.m. in City Hall, 200 East Main, Hamilton, Texas.

Present for the meeting:

Mayor Jim McInnis	Councilmember Shelley Voges
Mayor Pro Tem Todd Jordan	Attorney Connie White
Councilmember Cody Morris	City Secretary/Interim City Administrator
Councilmember George Beard	Ryan Polster

Absent: Councilmember Justin Slone

Others present: Hamilton Herald News Kate Edwards, Hamilton EDC Director Sara Bauman, Lt. Dustin Smallridge, Sgt. Devin Tenboer, Hamilton Volunteer Fire Department President Tom Dalton, Daniel Thatcher, Vicki Beard and Gary Haggard.

**Item No. I:** Mayor McInnis opened the meeting with a Prayer and Pledge of allegiance.

**Item No. II:** Public Comments. Gary Haggard spoke in opposition to the \$20.00 increase in the cost of the Annual Permit for Bulk Trash and Brush. He asked that the Bulk Trash and Brush drop-off be separate. Haggard also said that the Items listed on the Agendas are very vague and do not include data. He asked for more detail in Agendas.

**Item No. III:** Beard Motioned for the December Financial Report to be moved from the Consent Agenda for separate discussion and action. Morris seconded the Motion which passed unanimously. The following Consent Agenda Item was approved unanimously in a single Motion from Jordan and a second from Morris.

1. The December 12, 2019 Regular Council Meeting Minutes.

**Item No. IV:** The following agenda deliberations were discussed and/or action taken:

1. George Beard asked for elaboration on the missed payment of electrical usage in the November financial report for Fire Department and other Departments. Polster explained that the November bill and the December bill for electrical usage were both paid in full in the month of December. Beard made a Motion to approve the December, 2019 Financial Report. Voges seconded the Motion which passed unanimously.

2. Tom Dalton presented the HVFD Status Report. Dalton said the Department ended the year in a good financial position. He also said that it is time to start pursuing grants for a building. A Hazmat Trailer and Car Port to protect the trailer were donated to the HVFD. They will be located behind the Fire Station.
3. Resolution #01-20, Ordering Municipal Election for City Council and Appointing Judy Jackson as Election Judge and Joyce Sommerfeld as Alternate Election Judge, passed unanimously with a Motion from Morris and a second from Jordan.
4. Resolution #02-20, Declaring April 20<sup>th</sup> and April 21<sup>st</sup> as Two Twelve Hour Days for Early Voting, passed unanimously with a Motion from Morris and a second from Voges.
5. Resolution #03-20, Amending the City of Hamilton Personnel Policy Section 8 where pertains to Use of City Property, passed unanimously with a Motion from Jordan and a second from Morris.
6. Resolution #04-20, Adopting a Master Plan for Parks, Recreational Facilities and Open Space, passed unanimously with a Motion from Morris and a second from Voges.

Ryan Polster presented the City Administrator's Report.

- Sara Bauman presented an update on the Mainstreet Program – Bauman said that the First Lady of Texas will fly in to our airport to unveil a rendering on build improvements in April.
- Polster updated the CDBG Projects – The final payment for engineering for the Sewer Line CDBG from TDA is on the way. After paying engineering, one more payment to Grantworks for \$3025 will be required to close the account. The Mayor signed startup documents for the CDBG for sewer plant improvements. The Hospital CEF/CDBG went out for bids to hire a contractor for the building. Bids will be opened the 4<sup>th</sup> of February.
- Polster scheduled and posted a meeting for the tour of Upper Leon Treatment Plant on January 10<sup>th</sup> 9:00am
- Polster spoke about the sale of the Snorkel Fire Truck and the CAT Backhoe. He also spoke about the purchase of a sewer camera to aide in finding problem areas and reduce the amount of digging in streets.
- Polster said the candidate packets are available for pickup for the May 2, 2020 Municipal Election.
- Lt. Smallridge presented the Police Report to include animal control.
- Polster will work on planning for hangar replacement. EDC has set aside money for a Pilot Lounge, so a building project will need to be put together.

**Item No. V:** Future Agenda Items. Morris asked to review the policy on Government Code 30.06 and 30.07 for hand guns. Morris also asked for the City Administrator position to be placed on the next agenda. Beard asked about employee training for street work and filling potholes. Voges and Jordan asked for a streets workshop in February. Beard ask to review section 46 for solid waste where hand carts are concerned. Polster said he would commence an audit on hand

cart pickup. Beard also asked to review Bulk Trash transfer station fees to consider a per use fee schedule.

**Item No. VI :** Mayor McInnis adjourned the Regular Council Meeting unanimously at 6:52pm with a Motion from Jordan and a second from Morris.

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Jim McInnis, Mayor

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Ryan W. Polster, City Secretary



Agenda Item #2

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action on Approving the January, 2020 Financial Report.

**MONIES ---JAN 2020**

	31/12/2019	31/01/2020
<b>GENERAL:</b>		
General Fund Cash Clearing Acct	\$ 392,314.29	\$ 369,875.56
Oakwood Cemetary	\$ 100,363.56	\$ 102,418.56
General Fund TexPool #03	\$ 453,234.20	\$ 553,855.92
<b>Total</b>	<b>\$ 945,912.05</b>	<b>\$ 1,026,150.04</b>
<b>Restricted Funds:</b>		
Oakwood Cemetary TexPool #07	\$ 28,645.72	\$ 28,684.46
Police Vehicles TexPool #16	\$ 4,514.79	\$ 6,467.27
TXPL Fire Truck Fund	\$ 12,409.17	\$ 19,798.04
Roadway Maintenance Fee TexPool #20	\$ 82,175.40	\$ 82,286.53
<b>Total</b>	<b>\$ 127,745.08</b>	<b>\$ 137,236.30</b>
<b>UTILITY:</b>		
Utility Fund Cash Clearing Acct	\$ 35,630.09	\$ 41,413.64
Utility Fund TexPool #05	\$ 13,556.23	\$ 13,574.56
BANKCORP SOUTH CD	\$ 264,411.00	\$ 264,411.00
EXTRACOBANKS CD/89 SERIES	\$ 265,734.60	\$ 265,734.60
Discretionary Funds Texpool #21	\$ 30,354.43	\$ 38,055.84
<b>Total</b>	<b>\$ 609,686.35</b>	<b>\$ 623,189.64</b>
<b>Restricted Funds:</b>		
Meter Deposit TexPool #08	\$ 48,258.63	\$ 48,323.91
USDA WW O6 SERIES TexPool #12	\$ 65,640.43	\$ 71,270.06
Payment Fund 89 Series TexPool #01	\$ 11,879.45	\$ 31,446.03
2017 New Water Meters TexPool#17	\$ 222,341.78	\$ 229,352.16
	<b>\$ 348,120.29</b>	<b>\$ 380,392.16</b>
<b>TOTAL</b>	<b>\$ 2,031,463.77</b>	<b>\$ 2,166,968.14</b>
<b>GENERAL FUND</b>		
DAYS IN RESERVE	84 Days	99 Days
<b>UTILITY FUND:</b>		
DAYS IN RESERVE	85 Days	85 Days
Airport Fund TexPool #15	\$ 39,358.76	\$ 41,971.71
Airport Fund Cash Clearing Acct	\$ 207,186.79	\$ 55,274.80
<b>TEXPOOL AVERAGE MONTHLY RATE</b>	1.6226%	1.5925%

The City of Hamilton is in compliance with the Public Funds Investment Act [Section 2256.023]



# City of Hamilton

## Revenue Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### GENERAL FUND

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
10-04-401010	CURRENT PROPERTY TAXES	\$765,000.00	\$163,367.95	\$442,683.10	\$322,316.90	57.87
10-04-401030	DELINQUENT PROPERTY TAXES	\$21,000.00	\$2,152.60	\$9,272.25	\$11,727.75	44.15
10-04-401050	SALES TAX	\$614,000.00	\$50,669.07	\$228,351.10	\$385,648.90	37.19
10-04-401060	Franchise Tax Tx N Mexico	\$110,000.00	\$26,567.35	\$63,914.07	\$46,085.93	58.10
10-04-401061	Franchise Tax ATMOS GAS	\$35,000.00	\$10,272.62	\$15,475.80	\$19,524.20	44.22
10-04-401062	Franchise Tax CENTURY LINK	\$12,000.00	\$0.00	\$2,562.29	\$9,437.71	21.35
10-04-401064	FRANCHISE TAX MISC PYMNT	\$100.00	\$3.00	\$3.00	\$97.00	3.00
10-04-401065	Misc Right Of Way (ROW) Fees	\$200.00	\$344.74	\$740.92	(\$540.92)	370.46
10-04-401070	MIXED DRINK TAX	\$300.00	\$416.03	\$1,170.24	(\$870.24)	390.08
10-04-401071	Hotel/Motel Tax	\$19,000.00	\$4,860.05	\$12,392.92	\$6,607.08	65.23
10-04-401080	PENALTY/INTEREST-PROP TAX	\$14,000.00	\$663.21	\$2,903.98	\$11,096.02	20.74
10-04-401090	PERMITS	\$12,000.00	\$380.00	\$1,415.00	\$10,585.00	11.79
10-04-401140	MUNICIPAL COURT FINES	\$100,000.00	\$8,142.69	\$34,301.51	\$65,698.49	34.30
10-04-401145	Court Security Fee	\$2,500.00	\$268.12	\$1,012.51	\$1,487.49	40.50
10-04-401146	Court Technology Fee	\$4,000.00	\$284.88	\$1,277.34	\$2,722.66	31.93
10-04-401147	TP COURT EFFICIENCY	\$300.00	\$140.84	\$253.61	\$46.39	84.54
10-04-401148	CHILD SAFETY FUND TC EC	\$125.00	\$25.00	\$179.71	(\$54.71)	143.77
10-04-401149	LOCAL TRAFFIC RDS 2020	\$0.00	\$6.00	\$6.00	(\$6.00)	0.00
10-04-401150	10% RETAINED STATE CC	\$5,000.00	\$1,739.46	\$3,884.86	\$1,115.14	77.70
10-04-401151	LOCAL TRU PREV 2020 JUV CM	\$0.00	\$140.00	\$140.00	(\$140.00)	0.00
10-04-401152	LOCAL JURY FUND 2020	\$0.00	\$2.86	\$2.86	(\$2.86)	0.00
10-04-401160	CEMETERY REVENUES	\$5,000.00	\$2,093.74	\$3,223.89	\$1,776.11	64.48
10-04-401180	INTEREST EARNED	\$4,000.00	\$1,198.36	\$4,829.58	(\$829.58)	120.74
10-04-401200	MISCELLANEOUS	\$30,000.00	\$7,182.20	\$24,211.95	\$5,788.05	80.71
10-04-401291	CITY PROPERTY RENTAL	\$4,725.00	\$400.00	\$812.00	\$3,913.00	17.19
10-04-401400	SANITATION DEPARTMENT	\$555,000.00	\$50,686.09	\$195,273.38	\$359,726.62	35.18
10-04-401410	SALE OF GARBAGE BAGS	\$1,500.00	\$168.03	\$613.11	\$886.89	40.87
10-04-401420	PENALTY & INTEREST/GARBAG	\$6,000.00	\$618.69	\$2,098.71	\$3,901.29	34.98
10-04-401600	PARK/RECREATION	\$5,810.00	\$0.00	\$0.00	\$5,810.00	0.00
10-04-410070	Leased emp EDC	\$83,000.00	\$5,279.30	\$27,462.68	\$55,537.32	33.09
10-04-410075	HOSPITAL PD CONTRACT	\$121,000.00	\$2,336.80	\$20,370.36	\$100,629.64	16.84
10-04-460330	ANIMAL CONTROL REVENUE	\$500.00	\$220.00	\$370.00	\$130.00	74.00
10-04-460500	ROAD MAINTENANCE FEE	\$0.00	\$21.66	\$64.98	(\$64.98)	0.00



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GENERAL FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
Total Dept.	REVENUE	\$2,531,060.00	\$340,651.34	\$1,101,273.71	\$1,429,786.29	43.51
Total Revenues	GENERAL FUND	\$2,531,060.00	\$340,651.34	\$1,101,273.71	\$1,429,786.29	43.51



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
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**UTILITY FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
60-54-460010	WATER SALES	\$1,348,680.00	\$101,560.24	\$446,865.93	\$901,814.07	33.13
60-54-460011	Water Sales from General	\$7,000.00	\$0.00	\$0.00	\$7,000.00	0.00
60-54-460020	WATER SALES MULTI COUNTY	\$445,000.00	\$52,293.51	\$191,090.86	\$253,909.14	42.94
60-54-460030	PENALTY & INTEREST	\$20,000.00	\$1,877.74	\$7,798.25	\$12,201.75	38.99
60-54-460090	WATER TAPS	\$2,000.00	\$0.00	\$350.00	\$1,650.00	17.50
60-54-460110	SEWER SERVICE FEES	\$617,375.00	\$49,516.43	\$198,158.42	\$419,216.58	32.10
60-54-460120	CONNECT FEES	\$2,500.00	\$420.00	\$2,415.00	\$85.00	96.60
60-54-460130	SEWER TAPS	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00
60-54-460210	INTEREST INCOME	\$2,000.00	\$571.34	\$2,191.11	(\$191.11)	109.56
60-54-460220	MISCELLANEOUS INCOME	\$0.00	\$20,948.88	\$24,270.28	(\$24,270.28)	0.00
60-54-460230	WATER METER FEE-2017 PROJECT	\$100,000.00	\$8,682.53	\$34,847.00	\$65,153.00	34.85
<b>Total Dept.</b>	<b>UTILITY REVENUES</b>	<b>\$2,546,055.00</b>	<b>\$235,870.67</b>	<b>\$907,986.85</b>	<b>\$1,638,068.15</b>	<b>35.66</b>
<b>Total Revenues</b>	<b>UTILITY FUND</b>	<b>\$2,546,055.00</b>	<b>\$235,870.67</b>	<b>\$907,986.85</b>	<b>\$1,638,068.15</b>	<b>35.66</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**PARK/REC IMPR FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
70-06-401180	INTEREST EARNED	\$0.00	\$0.98	\$3.71	(\$3.71)	0.00
<b>Total Dept.</b>	<b>PARKS/REC IMPR REV</b>	<b>\$0.00</b>	<b>\$0.98</b>	<b>\$3.71</b>	<b>(\$3.71)</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>PARK/REC IMPR FUND</b>	<b>\$0.00</b>	<b>\$0.98</b>	<b>\$3.71</b>	<b>(\$3.71)</b>	<b>0.00</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**POLICE FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
71-06-401180	INTEREST EARNED	\$0.00	\$1.25	\$4.72	(\$4.72)	0.00
<b>Total Dept.</b>	<b>PARKS/REC IMPR REV</b>	<b>\$0.00</b>	<b>\$1.25</b>	<b>\$4.72</b>	<b>(\$4.72)</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>POLICE FUND</b>	<b>\$0.00</b>	<b>\$1.25</b>	<b>\$4.72</b>	<b>(\$4.72)</b>	<b>0.00</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**AIRPORT FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
75-04-401270	FUEL SALES-JET	\$30,000.00	\$2,330.19	\$8,843.72	\$21,156.28	29.48
75-04-401271	FUEL SALES-100 LL	\$30,000.00	\$3,077.23	\$9,974.80	\$20,025.20	33.25
75-04-401500	OTHER RESOURCES	\$23,200.00	\$0.00	\$0.00	\$23,200.00	0.00
75-04-401610	GRANT REVENUE/AIRPORT	\$20,000.00	\$0.00	\$31,168.54	(\$11,168.54)	155.84
75-04-401620	TRANS FOR GRANT-STREET FUND	\$23,200.00	\$0.00	\$0.00	\$23,200.00	0.00
75-04-460012	LAND LEASE	\$1,920.00	\$1,200.00	\$2,240.00	(\$320.00)	116.67
75-04-460013	HANGAR REVENUE	\$39,000.00	\$1,500.00	\$13,656.25	\$25,343.75	35.02
<b>Total Dept.</b>	<b>REVENUE</b>	<b>\$167,320.00</b>	<b>\$8,107.42</b>	<b>\$65,883.31</b>	<b>\$101,436.69</b>	<b>39.38</b>
<b>Total Revenues</b>	<b>AIRPORT FUND</b>	<b>\$167,320.00</b>	<b>\$8,107.42</b>	<b>\$65,883.31</b>	<b>\$101,436.69</b>	<b>39.38</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GRANT FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
90-04-401710	TRANSFER IN FROM UTILITY FUND FOR '89 SERIES PMT	\$0.00	\$19,537.00	\$58,611.00	(\$58,611.00)	0.00
<b>Total Dept.</b>	<b>REVENUE</b>	<b>\$0.00</b>	<b>\$19,537.00</b>	<b>\$58,611.00</b>	<b>(\$58,611.00)</b>	<b>0.00</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GRANT FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
90-05-501100	INTEREST INCOME	\$0.00	\$29.58	\$711.43	(\$711.43)	0.00
<b>Total Dept.</b>	<b>GRANT RECEIPTS</b>	<b>\$0.00</b>	<b>\$29.58</b>	<b>\$711.43</b>	<b>(\$711.43)</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>GRANT FUND</b>	<b>\$0.00</b>	<b>\$19,566.58</b>	<b>\$59,322.43</b>	<b>(\$59,322.43)</b>	<b>0.00</b>
<b>Grand Total</b>		<b>\$5,244,435.00</b>	<b>\$604,198.24</b>	<b>\$2,134,474.73</b>	<b>\$3,109,960.27</b>	<b>40.70</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GENERAL FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>11</b>	<b>CONTRACT SERVICES</b>					
10-11-615011	HAMILTON CO APPRAISAL DIS	\$25,000.00	\$0.00	\$16,167.46	\$0.00	\$8,832.54	64.67
10-11-615053	SANITATION	\$420,000.00	\$37,615.62	\$155,131.31	\$0.00	\$264,868.69	36.94
10-11-645011	UNITED CARE	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	100.00
10-11-645021	ECON DEV CORP 1/2 SALES	\$199,000.00	\$16,889.69	\$76,117.04	\$0.00	\$122,882.96	38.25
10-11-645030	LIBRARY OPERATIONS	\$20,000.00	\$5,000.00	\$10,000.00	\$0.00	\$10,000.00	50.00
<b>Total Dept.</b>	<b>CONTRACT SERVICES</b>	<b>\$670,000.00</b>	<b>\$65,505.31</b>	<b>\$263,415.81</b>	<b>\$0.00</b>	<b>\$406,584.19</b>	<b>39.32</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GENERAL FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>12</b>	<b>FIRE DEPARTMENT</b>					
10-12-601710	ACTIVE FIREMEN	\$6,000.00	\$500.00	\$2,000.00	\$0.00	\$4,000.00	33.33
10-12-601750	Retired Firemen	\$2,700.00	\$250.00	\$1,000.00	\$0.00	\$1,700.00	37.04
10-12-610190	GAS/DIESEL	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00
10-12-616000	Electrical	\$1,500.00	\$0.00	\$491.00	\$0.00	\$1,009.00	32.73
10-12-616001	Gas	\$1,500.00	\$244.93	\$539.46	\$0.00	\$960.54	35.96
10-12-616002	Water/Sewer	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	0.00
10-12-625010	CITY Vehicles/Equipment	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00
10-12-630040	BUILDING & YARD	\$6,000.00	\$0.00	\$316.00	\$0.00	\$5,684.00	5.27
10-12-635110	MISCELLANEOUS	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00
10-12-691070	DEBT SER CAP LEASE PRIN	\$39,300.00	\$0.00	\$40,178.66	\$0.00	(\$878.66)	102.24
10-12-691071	DEBT SER CAP LEASE INT	\$4,715.00	\$0.00	\$3,814.34	\$0.00	\$900.66	80.90
<b>Total Dept.</b>	<b>FIRE DEPARTMENT</b>	<b>\$68,415.00</b>	<b>\$994.93</b>	<b>\$48,339.46</b>	<b>\$0.00</b>	<b>\$20,075.54</b>	<b>70.66</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### GENERAL FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>13</b>	<b>STREETS</b>					
10-13-601610	REGULAR SALARIES	\$85,805.00	\$9,498.42	\$36,447.56	\$0.00	\$49,357.44	42.48
10-13-601660	OVERTIME	\$4,000.00	\$210.30	\$2,840.49	\$0.00	\$1,159.51	71.01
10-13-605000	MEDICARE	\$1,244.00	\$138.83	\$542.82	\$0.00	\$701.18	43.64
10-13-605010	SOCIAL SECURITY	\$5,320.00	\$593.62	\$2,321.15	\$0.00	\$2,998.85	43.63
10-13-605020	HOSPITALIZATION/LIFE	\$11,900.00	\$2,054.40	\$6,984.96	\$0.00	\$4,915.04	58.70
10-13-605030	WORKMANS COMPENSATION	\$12,000.00	\$869.90	\$3,405.17	\$0.00	\$8,594.83	28.38
10-13-605040	PENSION CONTRIBUTION	\$15,600.00	\$1,492.24	\$6,625.06	\$0.00	\$8,974.94	42.47
10-13-605060	UNIFORMS	\$1,000.00	\$189.99	\$545.36	\$0.00	\$454.64	54.54
10-13-610190	GAS/DIESEL	\$13,000.00	\$452.70	\$2,273.33	\$0.00	\$10,726.67	17.49
10-13-610210	MINOR TOOLS & SUPPLIES	\$5,800.00	\$371.46	\$1,307.60	\$0.00	\$4,492.40	22.54
10-13-610250	STREET PAINTING	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00
10-13-615030	TELEPHONE	\$2,000.00	\$60.00	\$665.26	\$0.00	\$1,334.74	33.26
10-13-615050	STREET LIGHTING	\$42,000.00	\$0.00	\$10,738.79	\$0.00	\$31,261.21	25.57
10-13-616000	Electrical	\$4,000.00	\$0.00	\$1,469.40	\$0.00	\$2,530.60	36.74
10-13-616005	UTILITY GAS	\$2,000.00	\$231.40	\$801.29	\$0.00	\$1,198.71	40.06
10-13-625010	CITY Vehicles/Equipment	\$15,000.00	\$3,888.67	\$5,985.07	\$0.00	\$9,014.93	39.90
10-13-625020	STREET SIGNS	\$4,000.00	\$144.00	\$1,064.98	\$0.00	\$2,935.02	26.62
10-13-625090	EQUIP-BACKHOE&TRACTOR	\$21,000.00	\$6,883.40	\$10,749.39	\$0.00	\$10,250.61	51.19
10-13-630040	BUILDING & YARD	\$1,000.00	\$3,518.59	\$4,865.21	\$0.00	(\$3,865.21)	486.52
10-13-635010	ASPHALT & CALICHE	\$70,000.00	\$290.21	\$9,246.73	\$0.00	\$60,753.27	13.21
10-13-635020	SEALCOATING/PAVING	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	0.00
10-13-635030	BRIDGES/CULVERTS	\$15,000.00	\$0.00	\$358.00	\$0.00	\$14,642.00	2.39
10-13-640042	Chemicals-Mosquito Cntrl	\$2,000.00	\$195.00	\$1,046.97	\$0.00	\$953.03	52.35
10-13-651121	CAPITAL IMPROVEMENT PROJECT	\$37,396.00	\$0.00	\$0.00	\$0.00	\$37,396.00	0.00
<b>Total Dept.</b>	<b>STREETS</b>	<b>\$451,865.00</b>	<b>\$31,083.13</b>	<b>\$110,284.59</b>	<b>\$0.00</b>	<b>\$341,580.41</b>	<b>24.41</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### GENERAL FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>15</b>	<b>PARKS</b>					
10-15-601414	SECURITY	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00
10-15-601610	REGULAR SALARIES	\$63,900.00	\$8,989.00	\$26,692.25	\$0.00	\$37,207.75	41.77
10-15-601615	SWIM POOL MANAGER	\$3,900.00	\$0.00	\$0.00	\$0.00	\$3,900.00	0.00
10-15-601616	ASSIST POOL MNGR	\$3,400.00	\$0.00	\$0.00	\$0.00	\$3,400.00	0.00
10-15-601617	LIFEGUARDS	\$8,700.00	\$0.00	\$0.00	\$0.00	\$8,700.00	0.00
10-15-601618	SEASONAL EMPLOYEES	\$6,000.00	\$0.00	\$667.50	\$0.00	\$5,332.50	11.13
10-15-601660	OVERTIME	\$1,000.00	\$264.00	\$2,352.19	\$0.00	(\$1,352.19)	235.22
10-15-605000	MEDICARE	\$1,390.00	\$133.17	\$426.80	\$0.00	\$963.20	30.71
10-15-605010	SOCIAL SECURITY	\$4,900.00	\$569.40	\$1,825.00	\$0.00	\$3,075.00	37.24
10-15-605020	HOSPITALIZATION/LIFE	\$6,000.00	\$1,232.64	\$3,697.92	\$0.00	\$2,302.08	61.63
10-15-605030	WORKMANS COMPENSATION	\$3,800.00	\$370.12	\$1,188.48	\$0.00	\$2,611.52	31.28
10-15-605040	PENSION CONTRIBUTION	\$8,100.00	\$1,218.38	\$4,433.32	\$0.00	\$3,666.68	54.73
10-15-605060	UNIFORMS	\$1,000.00	\$160.13	\$780.70	\$0.00	\$219.30	78.07
10-15-610030	OFFICE SUPPLIES	\$250.00	\$24.97	\$24.97	\$0.00	\$225.03	9.99
10-15-610090	MERCHANDISE FOR RESALE	\$694.00	\$0.00	\$0.00	\$0.00	\$694.00	0.00
10-15-610110	JANITORIAL SUPPLIES	\$500.00	\$24.58	\$56.13	\$0.00	\$443.87	11.23
10-15-610130	CHEMICALS	\$1,500.00	\$0.00	\$171.50	\$0.00	\$1,328.50	11.43
10-15-610175	SWIMMING POOL CHEMICALS	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	0.00
10-15-610190	GAS/DIESEL	\$6,000.00	\$213.08	\$933.97	\$0.00	\$5,066.03	15.57
10-15-610210	MINOR TOOLS & SUPPLIES	\$4,000.00	\$99.98	\$1,084.97	\$0.00	\$2,915.03	27.12
10-15-610211	Inmate food & drink	\$2,000.00	\$30.75	\$329.67	\$0.00	\$1,670.33	16.48
10-15-615030	TELEPHONE	\$1,500.00	\$76.74	\$591.86	\$0.00	\$908.14	39.46
10-15-616000	Electrical	\$14,000.00	\$0.00	\$11,100.45	\$0.00	\$2,899.55	79.29
10-15-616001	Gas	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00
10-15-616002	Water/Sewer	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00
10-15-625010	CITY Vehicles/Equipment	\$3,000.00	\$297.46	\$531.86	\$0.00	\$2,468.14	17.73
10-15-625040	PLAYGROUND/PICNIC TABLES	\$1,500.00	\$2,000.00	\$2,000.00	\$0.00	(\$500.00)	133.33
10-15-625090	MOWING EQUIPMENT	\$7,500.00	\$8,504.03	\$8,807.38	\$0.00	(\$1,307.38)	117.43
10-15-630010	ELECTRICAL EQUIPMENT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00
10-15-630020	PLUMBING	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00
10-15-635070	BUILDINGS/PAVILLION	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00
10-15-640040	TRAVEL/SCHOOLS	\$0.00	\$167.28	\$167.28	\$0.00	(\$167.28)	0.00



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GENERAL FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
Department	15	PARKS					
Total Dept.	PARKS	\$168,634.00	\$24,375.71	\$67,864.20	\$0.00	\$100,769.80	40.24



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GENERAL FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>17</b>	<b>POLICE-HOSPITAL SECURITY</b>					
10-17-601610	REGULAR SALARIES	\$71,000.00	\$4,509.64	\$13,524.71	\$0.00	\$57,475.29	19.05
10-17-601660	OVERTIME	\$0.00	\$0.00	\$75.72	\$0.00	(\$75.72)	0.00
10-17-605000	MEDICARE	\$1,100.00	\$63.71	\$190.50	\$0.00	\$909.50	17.32
10-17-605010	SOCIAL SECURITY	\$4,450.00	\$272.43	\$814.57	\$0.00	\$3,635.43	18.30
10-17-605020	HOSPITALIZATION	\$7,700.00	\$616.32	\$1,848.96	\$0.00	\$5,851.04	24.01
10-17-605030	WORKMAN'S COMPENSATION	\$3,100.00	\$196.17	\$591.62	\$0.00	\$2,508.38	19.08
10-17-605040	PENSION CONTRIBUTION	\$12,300.00	\$693.14	\$2,342.20	\$0.00	\$9,957.80	19.04
10-17-605060	UNIFORMS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00
10-17-640040	TRAINING/TRAVEL	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00
<b>Total Dept.</b>	<b>POLICE-HOSPITAL SECURITY</b>	<b>\$101,650.00</b>	<b>\$6,351.41</b>	<b>\$19,388.28</b>	<b>\$0.00</b>	<b>\$82,261.72</b>	<b>19.07</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### GENERAL FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>18</b>	<b>ADMINISTRATION</b>					
10-18-601610	REGULAR SALARIES	\$180,000.00	\$18,048.55	\$62,021.24	\$0.00	\$117,978.76	34.46
10-18-605000	MEDICARE	\$2,840.00	\$248.42	\$845.96	\$0.00	\$1,994.04	29.79
10-18-605010	SOCIAL SECURITY	\$11,680.00	\$1,062.13	\$3,616.88	\$0.00	\$8,063.12	30.97
10-18-605020	HOSPITALIZATION/LIFE	\$7,535.00	\$821.76	\$2,362.56	\$0.00	\$5,172.44	31.35
10-18-605030	WORKMANS COMPENSATION	\$850.00	\$81.23	\$279.14	\$0.00	\$570.86	32.84
10-18-605040	PENSION CONTRIBUTION	\$33,000.00	\$2,774.08	\$10,750.71	\$0.00	\$22,249.29	32.58
10-18-610010	POSTAGE	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00
10-18-610030	OFFICE SUPPLIES	\$2,000.00	\$165.12	\$553.44	\$0.00	\$1,446.56	27.67
10-18-610070	SUNDRY/FEES	\$200.00	\$0.00	\$35.00	\$0.00	\$165.00	17.50
10-18-610150	PEST CONTROL	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.00
10-18-610210	MINOR TOOLS & SUPPLIES	\$500.00	\$4.07	\$70.75	\$0.00	\$429.25	14.15
10-18-615020	INSURANCE	\$20,000.00	\$0.00	\$23,309.82	\$0.00	(\$3,309.82)	116.55
10-18-615030	TELEPHONE	\$5,000.00	\$123.18	\$1,372.18	\$0.00	\$3,627.82	27.44
10-18-615070	LEGAL AUDITING	\$12,700.00	\$1,040.00	\$10,102.50	\$0.00	\$2,597.50	79.55
10-18-615080	LEGAL NOTICES	\$300.00	\$13.75	\$187.75	\$0.00	\$112.25	62.58
10-18-615090	ELECTIONS	\$3,000.00	\$238.10	\$737.10	\$0.00	\$2,262.90	24.57
10-18-616000	Electrical	\$2,400.00	\$0.00	\$532.41	\$0.00	\$1,867.59	22.18
10-18-616001	Gas	\$700.00	\$76.17	\$193.54	\$0.00	\$506.46	27.65
10-18-616002	Water/Sewer	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00
10-18-625070	FURNITURE & FIXTURES	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00
10-18-630040	BUILDING & YARD	\$2,000.00	\$111.59	\$2,001.69	\$0.00	(\$1.69)	100.08
10-18-640032	DUES	\$2,800.00	\$84.00	\$701.00	\$0.00	\$2,099.00	25.04
10-18-640040	TRAVEL/SCHOOLS	\$5,000.00	\$844.75	\$1,747.80	\$0.00	\$3,252.20	34.96
10-18-645020	CONTINGENCY FUND	\$5,000.00	\$1,186.15	\$4,831.73	\$0.00	\$168.27	96.63
10-18-645023	Hotel/Motel tax-Chamber	\$19,000.00	\$2,263.55	\$9,796.42	\$0.00	\$9,203.58	51.56
10-18-645075	MAIN STREET PROGRAM	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00
<b>Total Dept.</b>	<b>ADMINISTRATION</b>	<b>\$349,405.00</b>	<b>\$29,186.60</b>	<b>\$136,049.62</b>	<b>\$0.00</b>	<b>\$213,355.38</b>	<b>38.94</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GENERAL FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>20</b>	<b>MUNICIPAL COURT</b>					
10-20-601025	JUDGE FEES	\$7,000.00	\$580.00	\$2,320.00	\$0.00	\$4,680.00	33.14
10-20-601310	CITY ATTORNEY	\$3,000.00	\$630.93	\$1,455.71	\$0.00	\$1,544.29	48.52
10-20-601610	REGULAR SALARIES	\$42,500.00	\$4,513.91	\$13,980.79	\$0.00	\$28,519.21	32.90
10-20-605000	MEDICARE	\$580.00	\$76.54	\$231.65	\$0.00	\$348.35	39.94
10-20-605010	SOCIAL SECURITY	\$2,480.00	\$327.25	\$990.48	\$0.00	\$1,489.52	39.94
10-20-605020	HOSPITALIZATION/LIFE	\$5,016.00	\$616.32	\$1,848.96	\$0.00	\$3,167.04	36.86
10-20-605030	WORKMANS COMPENSATION	\$190.00	\$25.40	\$78.49	\$0.00	\$111.51	41.31
10-20-605040	PENSION CONTRIBUTION	\$7,700.00	\$790.75	\$2,657.65	\$0.00	\$5,042.35	34.51
10-20-610010	POSTAGE	\$1,600.00	\$103.05	\$379.86	\$0.00	\$1,220.14	23.74
10-20-610050	PRINTING/OFFICE SUPPLIES	\$1,400.00	\$241.54	\$736.96	\$0.00	\$663.04	52.64
10-20-610070	FEES/DUES	\$200.00	\$0.00	\$55.00	\$0.00	\$145.00	27.50
10-20-615030	TELEPHONE	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00
10-20-640040	TRAVEL/SCHOOLS	\$700.00	\$300.00	\$500.00	\$0.00	\$200.00	71.43
10-20-645035	COURT FEES DUE TO CASA	\$200.00	\$0.00	\$1,120.08	\$0.00	(\$920.08)	560.04
10-20-645040	COURT SECURITY UPDATE	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00
<b>Total Dept.</b>	<b>MUNICIPAL COURT</b>	<b>\$73,266.00</b>	<b>\$8,205.69</b>	<b>\$26,355.63</b>	<b>\$0.00</b>	<b>\$46,910.37</b>	<b>35.97</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GENERAL FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>22</b>	<b>ADMIN/COUNCIL</b>					
10-22-601010	MAYOR	\$1,500.00	\$125.00	\$500.00	\$0.00	\$1,000.00	33.33
10-22-601020	COUNCIL	\$1,500.00	\$125.00	\$500.00	\$0.00	\$1,000.00	33.33
10-22-601310	CITY ATTORNEY	\$8,000.00	\$497.27	\$497.27	\$0.00	\$7,502.73	6.22
10-22-605000	MEDICARE	\$75.00	\$10.77	\$21.60	\$0.00	\$53.40	28.80
10-22-605010	SOCIAL SECURITY	\$350.00	\$46.12	\$92.62	\$0.00	\$257.38	26.46
10-22-605030	WORKMANS COMPENSATION	\$35.00	\$3.23	\$6.20	\$0.00	\$28.80	17.71
10-22-605040	Pension Compensation	\$1,200.00	\$76.43	\$76.43	\$0.00	\$1,123.57	6.37
10-22-640032	DUES	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00
10-22-640040	TRAVEL-COUNCIL	\$500.00	\$0.00	\$205.77	\$0.00	\$294.23	41.15
10-22-645032	Council Meetings	\$2,500.00	\$50.97	\$851.21	\$0.00	\$1,648.79	34.05
<b>Total Dept.</b>	<b>ADMIN/COUNCIL</b>	<b>\$15,910.00</b>	<b>\$934.79</b>	<b>\$2,751.10</b>	<b>\$0.00</b>	<b>\$13,158.90</b>	<b>17.29</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### GENERAL FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>24</b>	<b>POLICE DEPARTMENT</b>					
10-24-601412	FIELD INVESTIGATION	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00
10-24-601610	REGULAR SALARIES	\$305,400.00	\$36,979.66	\$106,536.81	\$0.00	\$198,863.19	34.88
10-24-601660	OVERTIME	\$10,000.00	\$1,742.08	\$4,591.54	\$0.00	\$5,408.46	45.92
10-24-605000	MEDICARE	\$4,425.00	\$556.36	\$1,599.48	\$0.00	\$2,825.52	36.15
10-24-605010	SOCIAL SECURITY	\$18,900.00	\$2,378.89	\$6,839.03	\$0.00	\$12,060.97	36.19
10-24-605020	HOSPITALIZATION	\$40,150.00	\$4,108.80	\$11,710.08	\$0.00	\$28,439.92	29.17
10-24-605030	WORKMAN'S COMP	\$13,300.00	\$1,546.35	\$4,444.27	\$0.00	\$8,855.73	33.42
10-24-605040	PENSION CONTRIBUTION	\$55,900.00	\$5,951.55	\$19,044.85	\$0.00	\$36,855.15	34.07
10-24-605060	UNIFORMS	\$6,500.00	\$99.50	\$489.34	\$0.00	\$6,010.66	7.53
10-24-610010	POSTAGE	\$300.00	\$42.15	\$170.04	\$0.00	\$129.96	56.68
10-24-610030	OFFICE SUPPLIES	\$2,500.00	\$431.99	\$1,032.55	\$0.00	\$1,467.45	41.30
10-24-610172	TESTING/EXAM	\$500.00	\$0.00	\$10.00	\$0.00	\$490.00	2.00
10-24-610190	FUEL/OIL	\$18,000.00	\$1,349.86	\$6,383.31	\$0.00	\$11,616.69	35.46
10-24-615030	TELEPHONE	\$4,000.00	\$283.42	\$1,887.16	\$0.00	\$2,112.84	47.18
10-24-615031	SOFTWARE SUPPORT	\$13,500.00	\$44.99	\$7,747.06	\$0.00	\$5,752.94	57.39
10-24-615041	DISPATCH AND JAIL	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00
10-24-615080	LEGAL NOTICE	\$100.00	\$0.00	\$96.25	\$0.00	\$3.75	96.25
10-24-625010	VEHICLE REPAIR	\$10,000.00	\$1,367.40	\$8,428.98	\$0.00	\$1,571.02	84.29
10-24-625015	EQUIPMENT REPAIR	\$2,000.00	\$150.00	\$579.88	\$0.00	\$1,420.12	28.99
10-24-635110	MISCELLANEOUS	\$3,000.00	\$0.00	\$1,009.09	\$0.00	\$1,990.91	33.64
10-24-640031	DUES/SUBSCRIPTIONS	\$500.00	\$227.36	\$298.36	\$0.00	\$201.64	59.67
10-24-640032	EDUCATION MATERIAL	\$350.00	\$84.00	\$176.00	\$0.00	\$174.00	50.29
10-24-640040	TRAINING/TRAVEL	\$4,000.00	\$495.00	\$495.00	\$0.00	\$3,505.00	12.38
10-24-651121	CAPITAL IMPROVEMENT	\$7,000.00	\$0.00	\$5,000.00	\$0.00	\$2,000.00	71.43
10-24-691070	POLICE VEHICLE CAPITAL DEBT SERVICE-PRINCIPLE	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.00
10-24-691071	POLICE VEHICLE CAPITAL DEBT SERVICE-INTEREST	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00
<b>Total Dept.</b>	<b>POLICE DEPARTMENT</b>	<b>\$538,325.00</b>	<b>\$57,839.36</b>	<b>\$188,569.08</b>	<b>\$0.00</b>	<b>\$349,755.92</b>	<b>35.03</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### GENERAL FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>26</b>	<b>CODE ENFORCEMENT</b>					
10-26-601610	REGULAR SALARIES	\$30,000.00	\$5,099.99	\$14,357.66	\$0.00	\$15,642.34	47.86
10-26-601660	OVERTIME	\$0.00	\$575.50	\$1,635.80	\$0.00	(\$1,635.80)	0.00
10-26-605000	MEDICARE	\$450.00	\$81.76	\$229.83	\$0.00	\$220.17	51.07
10-26-605010	SOCIAL SECURITY	\$1,850.00	\$349.71	\$982.94	\$0.00	\$867.06	53.13
10-26-605020	HOSPITALIZATION/LIFE	\$3,900.00	\$616.32	\$1,848.96	\$0.00	\$2,051.04	47.41
10-26-605030	WORKMANS COMPENSATION	\$300.00	\$246.87	\$695.66	\$0.00	(\$395.66)	231.89
10-26-605040	PENSION CONTRIBUTION	\$5,300.00	\$872.32	\$2,743.98	\$0.00	\$2,556.02	51.77
10-26-610010	POSTAGE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00
10-26-610030	OFFICE SUPPLIES	\$200.00	\$26.99	\$26.99	\$0.00	\$173.01	13.50
10-26-615030	TELEPHONE	\$450.00	\$36.73	\$219.92	\$0.00	\$230.08	48.87
10-26-615080	LEGAL NOTICES	\$500.00	\$0.00	\$13.75	\$0.00	\$486.25	2.75
10-26-625010	CITY VEHICLES/EQUIPMENT	\$1,500.00	\$33.93	\$64.99	\$0.00	\$1,435.01	4.33
10-26-640032	DUES	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00
10-26-640040	TRAVEL/SCHOOLS	\$500.00	\$0.00	\$150.00	\$0.00	\$350.00	30.00
<b>Total Dept.</b>	<b>CODE ENFORCEMENT</b>	<b>\$45,250.00</b>	<b>\$7,940.12</b>	<b>\$22,970.48</b>	<b>\$0.00</b>	<b>\$22,279.52</b>	<b>50.76</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### GENERAL FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>28</b>	<b>ANIMAL CONTROL</b>					
10-28-601610	REGULAR SALARIES	\$26,700.00	\$2,750.00	\$8,656.25	\$0.00	\$18,043.75	32.42
10-28-601660	OVERTIME	\$0.00	\$93.75	\$468.75	\$0.00	(\$468.75)	0.00
10-28-605000	MEDICARE	\$400.00	\$40.94	\$131.15	\$0.00	\$268.85	32.79
10-28-605010	SOCIAL SECURITY	\$1,670.00	\$175.06	\$560.76	\$0.00	\$1,109.24	33.58
10-28-605020	HOSPITALIZATION/LIFE	\$3,900.00	\$616.32	\$1,848.96	\$0.00	\$2,051.04	47.41
10-28-605030	WORKMANS COMPENSATION	\$270.00	\$177.74	\$570.31	\$0.00	(\$300.31)	211.23
10-28-605040	PENSION CONTRIBUTION	\$4,800.00	\$437.09	\$1,576.51	\$0.00	\$3,223.49	32.84
10-28-605060	UNIFORMS	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00
10-28-610020	ANIMAL FEED/MISC	\$8,200.00	\$404.08	\$1,893.34	\$0.00	\$6,306.66	23.09
10-28-625010	CITY VEHICLES/EQUIPMENT	\$2,000.00	\$930.41	\$1,015.40	\$0.00	\$984.60	50.77
10-28-640040	TRAINING/TRAVEL	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00
<b>Total Dept.</b>	<b>ANIMAL CONTROL</b>	<b>\$48,340.00</b>	<b>\$5,625.39</b>	<b>\$16,721.43</b>	<b>\$0.00</b>	<b>\$31,618.57</b>	<b>34.59</b>
<b>Total Fund</b>	<b>GENERAL FUND</b>	<b>\$2,531,060.00</b>	<b>\$238,042.44</b>	<b>\$902,709.68</b>	<b>\$0.00</b>	<b>\$1,628,350.32</b>	<b>35.67</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### UTILITY FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>63</b>	<b>WATER DISTRIBUTION</b>					
60-63-401700	TRANSFER OUT TO UTILITY FUND FOR '89 SERIES PMT	\$0.00	\$19,537.00	\$58,611.00	\$0.00	(\$58,611.00)	0.00
60-63-601610	REGULAR SALARIES	\$125,800.00	\$12,018.48	\$39,087.66	\$0.00	\$86,712.34	31.07
60-63-601660	OVERTIME	\$5,000.00	\$684.16	\$2,719.27	\$0.00	\$2,280.73	54.39
60-63-605000	MEDICARE	\$1,850.00	\$173.37	\$562.68	\$0.00	\$1,287.32	30.42
60-63-605010	SOCIAL SECURITY	\$7,800.00	\$741.35	\$2,406.04	\$0.00	\$5,393.96	30.85
60-63-605020	HOSPITALIZATION/LIFE	\$20,075.00	\$1,848.96	\$5,546.88	\$0.00	\$14,528.12	27.63
60-63-605030	WORKMANS COMPENSATION	\$7,200.00	\$652.13	\$2,145.79	\$0.00	\$5,054.21	29.80
60-63-605040	PENSION CONTRIBUTION	\$23,800.00	\$1,952.38	\$7,231.89	\$0.00	\$16,568.11	30.39
60-63-605060	UNIFORMS	\$2,000.00	\$356.81	\$1,433.14	\$0.00	\$566.86	71.66
60-63-610130	CHEMICALS	\$99.09	\$0.00	\$0.00	\$0.00	\$99.09	0.00
60-63-610170	LABORATORY SUPPLIES	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00
60-63-610190	GAS/DIESEL	\$10,000.00	\$768.44	\$2,658.78	\$0.00	\$7,341.22	26.59
60-63-610210	MINOR TOOLS & SUPPLIES	\$2,000.00	\$404.49	\$2,516.12	\$0.00	(\$516.12)	125.81
60-63-615030	TELEPHONE	\$3,600.00	\$80.00	\$549.00	\$0.00	\$3,051.00	15.25
60-63-615120	DUES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00
60-63-615150	WATER PURCHASES ULRMWD	\$1,200,000.00	\$80,878.26	\$410,870.89	\$0.00	\$789,129.11	34.24
60-63-615160	TCEQ WATER SYSTEM FEES	\$4,500.00	\$0.00	\$189.90	\$0.00	\$4,310.10	4.22
60-63-615170	LABORATORY TESTING	\$3,000.00	\$103.85	\$940.26	\$0.00	\$2,059.74	31.34
60-63-616000	Electrical	\$40,000.00	\$4,058.92	\$13,120.46	\$0.00	\$26,879.54	32.80
60-63-616005	UTILITY GAS	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.00
60-63-625011	VEHICLES & EQUIPMENT	\$10,000.00	\$900.43	\$4,092.67	\$0.00	\$5,907.33	40.93
60-63-625150	WATER MAINS/SYSTEM REPAIR	\$55,000.00	\$1,275.22	\$14,582.01	\$0.00	\$40,417.99	26.51
60-63-630060	SUNDRY/FEES	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00
60-63-640020	SCHOOLS	\$2,000.00	\$30.00	\$30.00	\$0.00	\$1,970.00	1.50
60-63-645033	After Hours Meals	\$500.00	\$0.00	\$7.56	\$0.00	\$492.44	1.51
60-63-651180	CAPITAL IMPROVEMENTS	\$20,000.00	\$611.44	\$4,915.77	\$0.00	\$15,084.23	24.58
60-63-691010	PIPELINE PROJECT/89 FMHA	\$204,046.00	\$0.00	\$19,537.00	\$0.00	\$184,509.00	9.57
60-63-691030	Note Payable Water Meters Int	\$80,449.91	\$0.00	\$0.00	\$0.00	\$80,449.91	0.00
60-63-691041	TOWER MAINTENANCE	\$63,635.00	\$8,028.22	\$19,524.91	\$0.00	\$44,110.09	30.68
<b>Total Dept.</b>	<b>WATER DISTRIBUTION</b>	<b>\$1,893,955.00</b>	<b>\$135,103.91</b>	<b>\$613,279.68</b>	<b>\$0.00</b>	<b>\$1,280,675.32</b>	<b>32.38</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### UTILITY FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>64</b>	<b>ADMIN/ACCOUNTING</b>					
		<b>G</b>					
60-64-601310	CITY ATTORNEY	\$6,000.00	\$497.27	\$497.27	\$0.00	\$5,502.73	8.29
60-64-601411	Admin Car Allowance	\$1,000.00	\$0.00	\$44.79	\$0.00	\$955.21	4.48
60-64-601610	REGULAR SALARIES	\$84,000.00	\$6,987.22	\$30,420.68	\$0.00	\$53,579.32	36.22
60-64-601660	OVERTIME	\$0.00	\$476.49	\$1,034.84	\$0.00	(\$1,034.84)	0.00
60-64-605000	MEDICARE	\$1,250.00	\$115.37	\$463.01	\$0.00	\$786.99	37.04
60-64-605010	SOCIAL SECURITY	\$5,200.00	\$493.37	\$1,979.94	\$0.00	\$3,220.06	38.08
60-64-605020	HOSPITALIZATION/LIFE	\$7,375.00	\$1,232.64	\$3,389.76	\$0.00	\$3,985.24	45.96
60-64-605030	WORKMANS COMPENSATION	\$400.00	\$35.84	\$143.81	\$0.00	\$256.19	35.95
60-64-605040	PENSION CONTRIBUTION	\$15,900.00	\$1,223.61	\$5,575.69	\$0.00	\$10,324.31	35.07
60-64-610010	POSTAGE	\$8,000.00	\$757.12	\$2,699.85	\$0.00	\$5,300.15	33.75
60-64-610030	OFFICE SUPPLIES	\$4,500.00	\$178.37	\$460.21	\$0.00	\$4,039.79	10.23
60-64-610070	SUNDRY/FEES	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00
60-64-610210	MINOR TOOLS & SUPPLIES	\$250.00	\$4.06	\$51.19	\$0.00	\$198.81	20.48
60-64-615020	INSURANCE	\$21,000.00	\$0.00	\$23,309.82	\$0.00	(\$2,309.82)	111.00
60-64-615022	TELEPHONE	\$3,500.00	\$106.47	\$1,223.96	\$0.00	\$2,276.04	34.97
60-64-615070	LEGAL AUDITING	\$11,125.00	\$1,040.00	\$10,102.50	\$0.00	\$1,022.50	90.81
60-64-615080	LEGAL NOTICES	\$250.00	\$22.00	\$72.30	\$0.00	\$177.70	28.92
60-64-616000	Electrical	\$2,300.00	\$0.00	\$532.39	\$0.00	\$1,767.61	23.15
60-64-616001	Gas	\$600.00	\$76.18	\$193.53	\$0.00	\$406.47	32.26
60-64-625050	OFFICE MACHINES	\$25,000.00	\$21.60	\$12,362.21	\$0.00	\$12,637.79	49.45
60-64-625070	FURNITURE & FIXTURES	\$1,000.00	\$170.00	\$890.50	\$0.00	\$109.50	89.05
60-64-640032	DUES	\$1,000.00	\$150.00	\$250.00	\$0.00	\$750.00	25.00
60-64-640040	TRAVEL/SCHOOLS	\$1,500.00	\$0.00	\$130.00	\$0.00	\$1,370.00	8.67
60-64-645020	CONTINGENCY FUND	\$15,000.00	\$18.93	\$967.74	\$0.00	\$14,032.26	6.45
60-64-671030	Professional Fees/Eng	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00
<b>Total Dept.</b>	<b>ADMIN/ACCOUNTING</b>	<b>\$246,400.00</b>	<b>\$13,606.54</b>	<b>\$96,795.99</b>	<b>\$0.00</b>	<b>\$149,604.01</b>	<b>39.28</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 1/31/2020

#### UTILITY FUND

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>65</b>	<b>SEWER SYSTEM</b>					
60-65-601610	REGULAR SALARIES	\$73,500.00	\$8,097.51	\$22,109.53	\$0.00	\$51,390.47	30.08
60-65-601660	OVERTIME	\$8,000.00	\$604.57	\$1,535.82	\$0.00	\$6,464.18	19.20
60-65-605000	MEDICARE	\$1,180.00	\$125.42	\$339.61	\$0.00	\$840.39	28.78
60-65-605010	SOCIAL SECURITY	\$5,050.00	\$536.24	\$1,452.10	\$0.00	\$3,597.90	28.75
60-65-605020	HOSPITALIZATION/LIFE	\$7,590.00	\$1,027.20	\$2,259.84	\$0.00	\$5,330.16	29.77
60-65-605030	WORKMANS COMPENSATION	\$2,710.00	\$290.05	\$684.72	\$0.00	\$2,025.28	25.27
60-65-605040	PENSION CONTRIBUTION	\$15,400.00	\$1,337.52	\$4,048.23	\$0.00	\$11,351.77	26.29
60-65-605060	UNIFORMS	\$1,050.00	\$146.79	\$631.77	\$0.00	\$418.23	60.17
60-65-610130	CHEMICALS	\$15,000.00	\$533.24	\$7,300.69	\$0.00	\$7,699.31	48.67
60-65-610171	LABORATORY TESTS	\$10,000.00	\$1,702.00	\$6,589.00	\$0.00	\$3,411.00	65.89
60-65-610190	GAS/DIESEL	\$2,500.00	\$119.43	\$1,063.87	\$0.00	\$1,436.13	42.55
60-65-610210	MINOR TOOLS & SUPPLIES	\$3,000.00	\$618.15	\$1,492.24	\$0.00	\$1,507.76	49.74
60-65-615030	TELEPHONE	\$1,500.00	\$40.00	\$598.50	\$0.00	\$901.50	39.90
60-65-615210	TCEQ INSP FEES	\$3,500.00	\$0.00	\$3,185.42	\$0.00	\$314.58	91.01
60-65-616000	Electrical	\$55,000.00	\$0.00	\$12,372.45	\$0.00	\$42,627.55	22.50
60-65-625010	CITY Vehicles/Equipment	\$3,000.00	\$166.17	\$385.50	\$0.00	\$2,614.50	12.85
60-65-630061	PLANT MAINT	\$40,000.00	\$3,046.65	\$33,882.53	\$0.00	\$6,117.47	84.71
60-65-630070	SEWER MAINS/REPAIR/REPLAC	\$35,000.00	\$11,922.52	\$12,248.65	\$0.00	\$22,751.35	35.00
60-65-640020	SCHOOLS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00
60-65-640071	CDBG 2019-20 SEWER PLANT	\$31,625.00	\$0.00	\$0.00	\$0.00	\$31,625.00	0.00
60-65-651180	CAPITAL PURCH/LAB SUPPLIES	\$19,060.00	\$0.00	\$29,905.50	\$0.00	(\$10,845.50)	156.90
60-65-671030	Professional Fees/Eng	\$5,000.00	\$0.00	\$495.00	\$0.00	\$4,505.00	9.90
60-65-691041	PYMT WW 2006 SERIES	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00
60-65-695000	INTEREST EXPENSE	\$46,035.00	\$0.00	\$0.00	\$0.00	\$46,035.00	0.00
<b>Total Dept.</b>	<b>SEWER SYSTEM</b>	<b>\$405,700.00</b>	<b>\$30,313.46</b>	<b>\$142,580.97</b>	<b>\$0.00</b>	<b>\$263,119.03</b>	<b>35.14</b>
<b>Total Fund</b>	<b>UTILITY FUND</b>	<b>\$2,546,055.00</b>	<b>\$179,023.91</b>	<b>\$852,656.64</b>	<b>\$0.00</b>	<b>\$1,693,398.36</b>	<b>33.49</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**AIRPORT FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>23</b>	<b>AIRPORT EXPENSES</b>					
75-23-610190	GAS & OIL	\$750.00	\$0.00	\$448.69	\$0.00	\$301.31	59.83
75-23-615019	FUEL-JET	\$22,000.00	\$0.00	\$0.00	\$0.00	\$22,000.00	0.00
75-23-615030	TELEPHONE / TV	\$3,000.00	\$44.84	\$962.58	\$0.00	\$2,037.42	32.09
75-23-616000	Electrical	\$5,400.00	\$828.24	\$2,191.18	\$0.00	\$3,208.82	40.58
75-23-616003	FUEL-100 LL	\$30,940.00	\$0.00	\$12,641.17	\$0.00	\$18,298.83	40.86
75-23-616005	UTILITY PROPANE	\$500.00	\$0.00	\$427.55	\$0.00	\$72.45	85.51
75-23-625010	COURTESY CAR	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00
75-23-625011	MOWER / GOLF CART	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00
75-23-635112	GEN MAINT / ADMIN	\$1,000.00	\$6.38	\$3,122.96	\$0.00	(\$2,122.96)	312.30
75-23-635150	WATER SYSTEM	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00
75-23-635160	MAINTENANCE / RAMP REIMB	\$20,000.00	\$657.98	\$5,866.82	\$0.00	\$14,133.18	29.33
75-23-635165	AWOS SERV FEE	\$6,000.00	\$0.00	\$5,966.00	\$0.00	\$34.00	99.43
75-23-635170	FAA PAVEMENT PROJECT MATCH	\$46,400.00	\$0.00	\$0.00	\$0.00	\$46,400.00	0.00
75-23-671120	DEBT SERVICE / FUEL TANK	\$30,280.00	\$0.00	\$0.00	\$0.00	\$30,280.00	0.00
<b>Total Dept.</b>	<b>AIRPORT EXPENSES</b>	<b>\$167,320.00</b>	<b>\$1,537.44</b>	<b>\$31,626.95</b>	<b>\$0.00</b>	<b>\$135,693.05</b>	<b>18.90</b>
<b>Total Fund</b>	<b>AIRPORT FUND</b>	<b>\$167,320.00</b>	<b>\$1,537.44</b>	<b>\$31,626.95</b>	<b>\$0.00</b>	<b>\$135,693.05</b>	<b>18.90</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 1/31/2020**

**GRANT FUND**

Account #	Account Description	Approp Amount	Activity this Period	Expenditure YTD	Encumbrance YTD	Unencumbered Balance	% Exp. & Enc.
<b>Department</b>	<b>82</b>	<b>GRANT ACCTS EXPENSE</b>					
90-82-671120	INTEREST EXPENSE	\$0.00	\$0.00	\$34,833.44	\$0.00	(\$34,833.44)	0.00
<b>Total Dept.</b>	<b>GRANT ACCTS EXPENSE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,833.44</b>	<b>\$0.00</b>	<b>(\$34,833.44)</b>	<b>0.00</b>
<b>Total Fund</b>	<b>GRANT FUND</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,833.44</b>	<b>\$0.00</b>	<b>(\$34,833.44)</b>	<b>0.00</b>
<b>Grand Total</b>		<b>\$5,244,435.00</b>	<b>\$418,603.79</b>	<b>\$1,821,826.71</b>	<b>\$0.00</b>	<b>\$3,422,608.29</b>	<b>34.74</b>



Agenda Item #3

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and /or Action Accepting the 2018-19 Annual Financial Audit Report.

**Background:** Jeremy Shell with Boucher Morgan and Young will present the annual report to the Council.

**Recommendation:** Council accept the City Annual Audit Report.



Agenda Item #4

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action of Ordinance Creating Lot 1R, Block 2 A .5555 Acre Tract out of Lots 1,5 and 6, Frost Addition Recorded in Cabinet 1, Slide 12, Plat Records, Hamilton County, Texas Being Comprised of two Tracts: a Called 94'X140' Tract Recorded in Volume 408, Page 880 and a .252 Acre Tract Recorded in volume 540, Page 822, Real Property Records.

**Background:** David Carrizal with Enprotec Hibbs & Todd, Inc. (eHT) presented the new Plat to the City as part of the Hospital project, the combination of Lots to create Lot 1A for the new Ophthalmology Clinic.

**Recommendation:** Council Approve Re-Plat.

**ORDINANCE # 01-20**

AN ORDINANCE OF THE CITY OF HAMILTON, TEXAS CREATING LOT 1R, BLOCK 2 A .5555 ACRE TRACT OUT OF LOTS 1,5 AND 6, FROST ADDITION RECORDED IN CABINET 1, SLIDE 12, PLAT RECORDS, HAMILTON COUNTY, TEXAS BEING COMPRISED OF TWO TRACTS: A CALLED 94'X140' TRACT RECORDED IN VOLUME 408, PAGE 880 AND A .252 ACRE TRACT RECORDED IN VOLUME 540, PAGE 822, REAL PROPERTY RECORDS.

**WHEREAS**, the city council of a general law municipality may by ordinance change plat records; and

**WHEREAS**, the City Council of the City of Hamilton, Texas has received a request to create a single lot from two or more lots; and

**WHEREAS**, the City Council has determined that it is in the best interest to the citizens of Hamilton, Texas to consolidate lots in the Frost Addition.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HAMILTON, TEXAS**, that the plat is approved by City Council and that the Lot 1R of Block 2 be created from Lots 1, 5 and 6 of the Frost Addition.

**PASSED AND APPROVED** on this the 13th day of February, 2019.

**CITY OF HAMILTON, TEXAS**

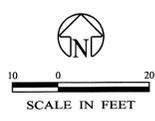
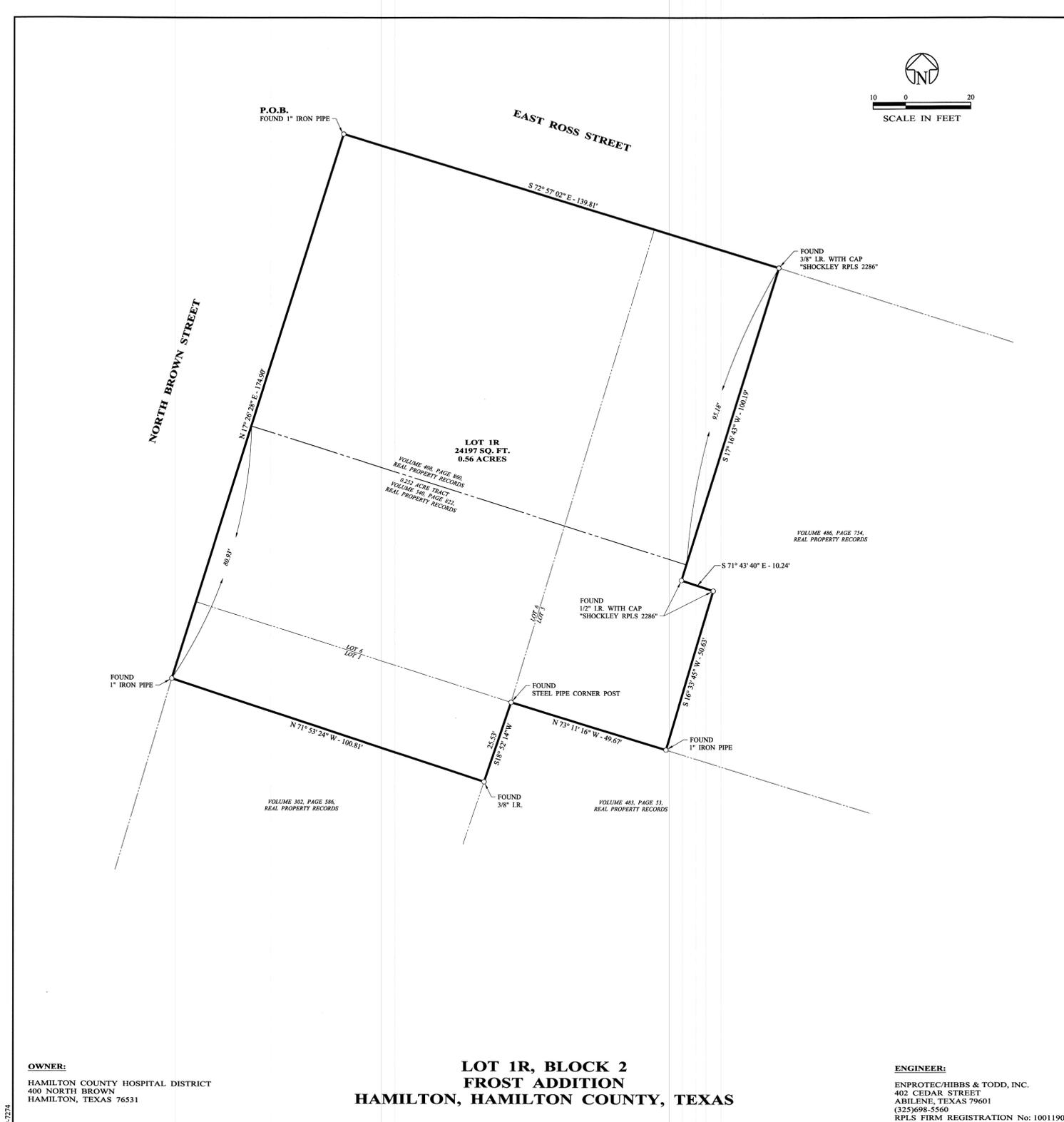
\_\_\_\_\_  
**Jim McInnis, Mayor**

**ATTESTED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Ryan W. Polster, City Secretary**

\_\_\_\_\_  
**Connie Z. White, City Attorney**



**FIELD NOTES  
FOR  
LOTS 1R, BLOCK 2  
FROST ADDITION  
HAMILTON, HAMILTON COUNTY, TEXAS**

BEING A 0.5555 ACRE TRACT OUT OF LOTS 1, 5 AND 6, BLOCK 2, FROST ADDITION, RECORDED IN CABINET 1, SLIDE 12, PLAT RECORDS, HAMILTON COUNTY, TEXAS, AND BEING COMPRISED TWO TRACTS CONVEYED TO THE HAMILTON COUNTY HOSPITAL DISTRICT, A CALLED 94'X140' TRACT RECORDED IN VOLUME 408, PAGE 880, AND A 0.252 ACRE TRACT RECORDED IN VOLUME 540, PAGE 822, REAL PROPERTY RECORDS, HAMILTON COUNTY, TEXAS, SAID LOT 1R BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*BASIS OF BEARINGS IS GRID NORTH, NAD 83 TEXAS CENTRAL ZONE BASED ON NETWORK GPS OBSERVATIONS*

**BEGINNING** AT A FOUND 1 INCH IRON PIPE AT THE NORTHWEST CORNER OF THIS TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 94'X140' TRACT, SAME BEING THE NORTHWEST CORNER OF SAID LOT 6, SAME BEING THE NORTHWEST CORNER OF SAID BLOCK 2, AND BEING AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF NORTH BROWN STREET AND THE SOUTH RIGHT OF WAY OF EAST ROSS STREET;

**THENCE** SOUTH 72 DEGREES 57 MINUTES 02 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY OF SAID EAST ROSS STREET, A DISTANCE OF 139.81 FEET TO A FOUND 3/8 INCH IRON ROD WITH CAP MARKED "SHOCKLEY RPLS 2286" AT THE NORTHEAST CORNER OF SAID 94'X140' TRACT AND THIS TRACT;

**THENCE** SOUTH 17 DEGREES 16 MINUTES 43 SECONDS WEST, AT A DISTANCE OF 95.18 FEET PASSING A FOUND 1/2 INCH IRON ROD WITH CAP MARKED "RON CARROLL RPLS 2025 AT THE SOUTHEAST CORNER OF SAID 94'X140' TRACT, SAME BEING THE NORTHERN NORTHEAST CORNER OF SAID 0.252 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 100.19 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP MARKED "SHOCKLEY RPLS 2286" AT A CORNER OF SAID 0.252 ACRE TRACT AND THIS TRACT;

**THENCE** SOUTH 71 DEGREES 43 MINUTES 40 SECONDS EAST A DISTANCE OF 10.24 FEET TO A FOUND 1/2 INCH IRON ROD WITH CAP MARKED "SHOCKLEY RPLS 2286" AT THE EASTERN NORTHEAST CORNER OF SAID 0.252 ACRE TRACT, AND BEING A CORNER OF THIS TRACT;

**THENCE** SOUTH 16 DEGREES 33 MINUTES 45 SECONDS WEST A DISTANCE OF 50.63 FEET TO A FOUND 1 INCH IRON PIPE AT THE EASTERN SOUTHEAST CORNER OF SAID 0.252 ACRE TRACT, AND BEING A CORNER OF THIS TRACT;

**THENCE** NORTH 73 DEGREES 11 MINUTES 16 SECONDS WEST A DISTANCE OF 49.67 FEET TO A STEEL PIPE CORNER POST, FOR A CORNER OF SAID 0.252 ACRE TRACT AND THIS TRACT;

**THENCE** SOUTH 18 DEGREES 52 MINUTES 14 SECONDS WEST A DISTANCE OF 25.53 FEET TO A FOUND 3/8 INCH IRON ROD AT THE SOUTHERN SOUTHEAST CORNER OF SAID 0.252 ACRE TRACT, SAME BEING THE COMMON CORNER OF SAID LOTS 1, 2, 5 AND 6 AND THIS TRACT;

**THENCE** NORTH 71 DEGREES 53 MINUTES 24 SECONDS WEST A DISTANCE OF 100.81 FEET TO A FOUND 1 INCH IRON PIPE AT THE EAST RIGHT OF WAY OF SAID NORTH BROWN STREET, AND BEING THE SOUTHWEST CORNER OF SAID 0.252 ACRE TRACT AND THIS TRACT;

**THENCE** NORTH 17 DEGREES 26 MINUTES 28 SECONDS EAST, ALONG THE EAST RIGHT OF WAY OF SAID NORTH BROWN STREET, AT A DISTANCE OF 80.93 FEET PASSING A FOUND 1/2 INCH IRON ROD WITH CAP MARKED "RON CARROLL RPLS 2025 AT THE NORTHWEST CORNER OF SAID 0.252 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 94'X140' TRACT, CONTINUING FOR A TOTAL DISTANCE OF 174.90 FEET TO THE POINT OF BEGINNING CONTAINING AN AREA OF 0.5555 ACRES. SURVEYED ON MAY 9, 2019.

**CITY OF HAMILTON'S CERTIFICATION:**

\_\_\_\_\_  
MAYOR, CITY OF HAMILTON

\_\_\_\_\_  
DATE

THE UNDERSIGNED, THE CITY SECRETARY OF THE CITY OF HAMILTON, HEREBY CERTIFIES THAT THE FOREGOING FINAL MAP OR PLAT OF LOT 1R, BLOCK 2, FROST ADDITION TO THE CITY OF HAMILTON, WAS SUBMITTED TO THE CITY COUNCIL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THE CITY COUNCIL, BY FORMAL ACTION, THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, ALLEYS, PARKS, EASEMENTS, PUBLIC PLACES, AND WATER AND SEWER LINES, AS SHOWN AND SET FORTH IN AND UPON SAID MAP OR PLAT, AND SAID COMMISSION FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREINABOVE SUBSCRIBED.

WITNESS BY HAND \_\_\_\_\_ DAY \_\_\_\_\_ OF A.D., 20\_\_\_\_

CITY SECRETARY,  
CITY OF HAMILTON, TEXAS

GENERAL NOTES

SHEET **1** OF **1** SHEETS \_\_\_\_\_ ACREAGE **0.5555**

SCALE **1" = 20'** SMALLEST LOT \_\_\_\_\_ SQ FT LARGEST LOT **24,200** SQ FT

**SURVEYOR CERTIFICATE AND PLAT DESCRIPTION**

CERTIFICATION:  
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT

PLAT DESCRIPTION:  
**LOT 1R, BLOCK 2,  
FROST ADDITION  
HAMILTON, HAMILTON COUNTY, TEXAS**



*Riley Elmer Griffith*  
SIGNATURE

09/05/2019  
DATE

**RILEY ELMER GRIFFITH**  
REGISTERED PROFESSIONAL LAND SURVEYOR

**OWNER:**  
HAMILTON COUNTY HOSPITAL DISTRICT  
400 NORTH BROWN  
HAMILTON, TEXAS 76531

**LOT 1R, BLOCK 2  
FROST ADDITION  
HAMILTON, HAMILTON COUNTY, TEXAS**

**ENGINEER:**  
ENPROTEC/HIBBS & TODD, INC.  
402 CEDAR STREET  
ABILENE, TEXAS 79601  
(325)698-5560  
RPLS FIRM REGISTRATION No: 10011900



Agenda Item #5

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action of Resolution Authorizing and Approving Execution of an Agreement with BancorpSouth Equipment Finance, a Division of BancorpSouth Bank, and Designating the Agreement as a Qualified Tax-Exempt Obligation.

**Background:** November 14, 2019, Council Approved the purchase for two new police units from Caldwell Chevrolet. In this Motion, Cody Morris Motioned to finance the police units through BancorpSouth. Included in this packet is the Contract and Resolution to Approve financing police units and associated equipment and Authorizing the Mayor to Execute the Agreement.

**Recommendation:** Council Approve Resolution.

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN  
AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF  
BANCORPSOUTH BANK, AND DESIGNATING THE AGREEMENT AS A  
QUALIFIED TAX-EXEMPT OBLIGATION**

WHEREAS, Mayor and Members of the City Council, the Governing Body (the "Governing Body") of City of Hamilton, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. Lessee desires to enter into an Equipment Lease Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Lessor") for the purpose of presently leasing with an option to purchase the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the public purposes of Lessee that Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

4. Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto, in substantially the same form as attached hereto as Exhibit "A", by and between Lessor and Lessee are hereby approved, and Mayor McIndis (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of Lessee.

Section 2. The Delivery Order is being issued in calendar year 2020.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2020, Lessee has designated \$ 74776.08 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2020 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2020 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and Lessee to do all things necessary in furtherance of the obligations of Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, \_\_\_\_\_ moved that the foregoing resolution be adopted. \_\_\_\_\_ seconded the motion for its adoption. The \_\_\_\_\_ put the question to a roll call vote and the result was as follows:

_____	Voted: _____

The motion having received the affirmative vote of all members present, the \_\_\_\_\_ declared the motion carried and the resolution adopted this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

INSTRUCTIONS FOR EXECUTING DOCUMENTS

<u>Document</u>	<u>Instructions</u>
Contract	Sign & Date Last Page of Contract
Special Stipulations <u>Exhibit A</u>	Sign & Date
Legal Counsel's Opinion <u>Exhibit B</u>	Should be typed on counsel's letterhead
Delivery Order <u>Exhibit C</u>	1st line - Date 2nd line - Date of Contract A. - Due Date will be set when the contract is closed C. - Fiscal period Page 2 - Sign & Date
Equipment Acceptance Notice <u>Exhibit D</u>	4th line - Delivery Order Date 7th line - Date this acceptance signed Sign & Date
Resolution	Section 1. - Name of person authorized to sign contract Section 7. - The amount of tax-exempt obligations (including this contract) made during this calendar year (since January 1)
Tax Exempt Certificate	1st line - Name of person completing form 2nd line - Date of contract No. 7 - Date of Resolution No. 8 - (See Resolution Section 7 above) Page 2 - Sign & Date
IRS Form 8038-G (or 8038-GC)	No. 2 - Your Fed. I.D. No. Sign & Date
Uniform Commercial Code Form	
Essential Use Letter	Type on your letterhead. State the use and purpose of the equipment
Invoice	<input type="checkbox"/> Advance rental <input checked="" type="checkbox"/> Payments in arrears

**PLEASE RETURN ALL EXECUTED DOCUMENTS TO:**

Regular Mail  
Municipal Specialist  
BancorpSouth Equipment Finance  
PO Box 15097  
Hattiesburg, MS 39404-0597

Overnight Mail  
Municipal Specialist  
BancorpSouth Equipment Finance  
12 Thompson Park  
Hattiesburg, MS 39401

PLEASE SEND ALL ORIGINAL EXECUTED  
DOUCUMENTS TO THE ADDRESS BELOW:

BancorpSouth Equipment Finance  
12 Thompson Park  
Hattiesburg, MS 39401

## **EQUIPMENT LEASE - PURCHASE AGREEMENT**

**LESSOR:**

**BANCORPSOUTH EQUIPMENT FINANCE,  
a division of BancorpSouth Bank  
12 Thompson Park  
Hattiesburg, MS 39401**

601-544-3252

**LESSEE:**

**City of Hamilton, Texas  
200 E MAIN ST  
Hamilton, TX 76531**

## TERMS AND CONDITIONS OF AGREEMENT

1. Agreement. (a) Lessee requests BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Lessor") to acquire the personal property (herein called "Equipment") described in the attached Delivery Order (s). Lessee agrees to lease with an option to purchase the Equipment from Lessor and Lessor agrees to lease the Equipment to Lessee upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Lessor at its principal office, upon the terms and conditions of this Agreement (the "Agreement"). Lessee represents, covenants and warrants, and as requested by Lessor will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State of Texas (the "State") and is authorized by the Constitution and laws of the State and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and (ii) that this Agreement has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. Lessee agrees that it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect. Lessee further represents, covenants and warrants that Lessee has complied with all bidding requirements where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part and that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year.

(b) Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that the interest portions of the Payments as defined in Section 5 hereof shall be deductible from gross income pursuant to sections 103 and 265(b) of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that :

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5 hereof: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (B) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit;

(iii) No portion of the gross proceeds of this Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units;

(iv) This Agreement and the Delivery Order(s) attached hereto have been designated as a qualified tax-exempt obligation for the purposes of section 265 (b) of the Code; and

(v) Lessee reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Lessee (together with qualified tax-exempt obligations issued by an entity deriving its issuing authority from Lessee or by an entity subject to substantial control by Lessee) during the current calendar year shall not exceed \$10,000,000.

(c) Lessee acknowledges and agrees that the Payments have been calculated by Lessor assuming that the interest portion of each Payment is exempt from federal income taxation. Lessee represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portions of the Payments are exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) Lessee acknowledges that the representations, covenants and warranties set forth in sub-sections (b) and (c) of this Section 1 shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. Equipment Delivery and Acceptance. At the request of Lessee, Lessor agrees to order the Equipment which Lessee has described in the Delivery Order (s) from the supplier of such Equipment but shall not be liable for specific performance of this order. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit D. Notice of any defects must be given to Lessor within thirty (30) days of delivery. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement.

3. Warranties. Lessor hereby assigns to Lessee for and during the term of this Agreement all manufacturer warranties and guarantees express or implied, issued on or applicable to the Equipment, and Lessor authorizes Lessee to obtain at Lessee's expense the customary services furnished in connection with such warranties and guarantees. LESSOR IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Lessor authorizes Lessee to enforce in its own name and warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its purchase order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the Payments as defined in Section 5 hereof, shall not be abated, impaired or reduced by reason of any claims of

Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. Agreement Term. This Agreement shall become effective upon the execution hereof by Lessor. The term of this Agreement shall commence on the date the Equipment is accepted pursuant to Section 2 hereof, and shall end at the expiration of the number of periods indicated in Schedule A of the Delivery Order (s) (hereinafter the "Agreement Term"). This Agreement shall be automatically renewed on a year-to-year basis except as provided for in Section 5 and Section 14 hereof.

5. Payments. (a) Lessee agrees to pay to Lessor or its assignee total Payments ("Payments") set forth in Section A of the Delivery Order (s), including the interest portions thereof, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Lessee of Lessor as a condition precedent to payment shall be fully explained and provided to Lessor prior to execution of this Agreement. Except as specifically provided in subsection (c) of this Section 5, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) Lessee reasonably believes that funds can be obtained sufficient to make all Payments during this Agreement Term. It is Lessee's present intent to make Payments for the full Agreement Term if funds are legally available therefor, and in that regard Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation.

(c) In the event no funds or insufficient funds are appropriated for Payments and other sums due in any fiscal year under this Agreement, Lessee shall immediately notify Lessor or its assignee of such occurrence, and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to funds which have been previously appropriated. In such event, this Agreement shall terminate without penalty to Lessee on the last day of the fiscal year for which funds were appropriated. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make Payments under this Agreement. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Delivery Order (s) and shall not be removed therefrom without Lessor's prior written consent.

7. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall

keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. Loss and Damage. Lessee shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Payments or any other obligation under this Agreement. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessee shall:

(a) Replace the same at Lessee's expense with like equipment in good repair; or

(b) Pay Lessor in cash all of the following: (i) all amounts then owed by Lessee to Lessor under the applicable Delivery Order, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to such Delivery Order. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty expressed or implied.

10. Insurance. Lessee shall, during the Agreement Term, purchase and maintain insurance, or with Lessor's prior written consent may self-insure, covering specifically all Equipment of every description under this Agreement against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMEN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Lessor and shall carry public liability and property damage insurance sufficient to protect Lessor from liability in all events. The proceeds under this insurance shall be payable to Lessee and to Lessor or its assignee as additional insured as their interest may appear under the terms and conditions of this Agreement. Such proceeds shall be available to Lessee for the satisfaction of Lessee's obligations under Section 9 hereof. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

11. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but

shall not be obligated, to pay said charges and taxes; in such event, Lessee shall pay Lessor the amount thereof upon demand.

12. Indemnity. To the extent permitted by the laws of the State, Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

13. Assignment. (a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Without the consent of Lessee, Lessor may assign, in whole but not in part, its rights, title and interest in and to this Agreement, and all attachments hereto including Delivery Order(s), to an assignee/investor or such assignee's/investor's agents or trustees and grant or assign a security interest in this Agreement or the Equipment, and its assignee may reassign this Agreement in whole but not in part. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment.

14. Prepayment. At the written request of Lessee, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A to a Delivery Order, and if Lessee is not on such Date of Payment in default pursuant to any provision of this Agreement, Lessor shall convey all of Lessor's right, title and interest in and to the Equipment described in that Delivery Order to Lessee upon payment by Lessee of the applicable Concluding Payment and the Base Payment due on such Date of Payment. Upon satisfaction by Lessee of such purchase conditions, Lessor shall deliver to Lessee a full release of any right, title or interest of Lessor in and to such Equipment.

15. Taxes and Title to Equipment. In addition to other payments to be made pursuant to this Agreement, Lessee shall indemnify and hold Lessor harmless from and against, and shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against

or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Agreement is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to Lessee, subject to immediate and automatic reversion to Lessor upon any default by Lessee or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Lessor otherwise elects in writing.

16. Personal Property. The Equipment is, and shall at all times during this Agreement Term be and remain, personal property.

17. Security Interest. To secure all of its obligations hereunder Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, this Agreement and payments due under this Agreement, agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State shall apply as between the parties hereto and assignees of Lessor.

18. Events of Default. Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Nonpayment when due or within 6 days thereafter of any Payment of rent or other sum owing hereunder;

(b) Breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) If any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) If Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) If any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) If Lessee shall default in the performance of any obligation or in payment of any sum due to Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) If any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) If Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to all or any items of the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies, and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

19. Remedies of Default. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) Terminate this Agreement as to any or all items of Equipment;

(b) Without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(c) Cause Lessee, at Lessee's expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(d) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(e) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(f) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(g) Exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) All unpaid Payments or other sums which are due and payable up to the date the Equipment is returned to or repossessed by Lessor; and

(ii) Any expense paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of this Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by the Lessor of any item of Equipment shall not bar any action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee.

20. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and of Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a delivery order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) This Agreement, which provides basic terms and conditions;

(b) An executed delivery order and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. Notices. All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

23. Governing Law. This Agreement shall be governed by the provisions hereof and by the laws of the State.

24. Delivery of Related Documents. Lessee will execute, or provide as required by Lessor, the following documents and information in form and substance satisfactory to Lessor:

(a) Equipment Acceptance Notice;

(b) Legal opinion of counsel as described in Section 1 above;

(c) Statement of Lessee describing the essential functions and uses of the Equipment;

(d) Documents evidencing title and delivery;

(e) Maintenance contract regarding Equipment;

(f) Uniform Commercial Code Financing Statements;

(g) Certificates of liability and casualty insurance naming Lessor and its assigns as additional insureds;

(h) Invoicing instructions; and

(i) Other documents as reasonably requested by Lessor.

25. Entire Agreement: Waiver. This Agreement, together with the Delivery Order (s) and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

**LESSOR:**

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P.O. Box 15097  
12 Thompson Park  
Hattiesburg, MS 39404-5097

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

Title: \_\_\_\_\_

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

**LESSEE:**

City of Hamilton, Texas  
200 E MAIN ST  
Hamilton, TX76531

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

Title: MAYOR

Date: 4 Feb 2020

**SPECIAL STIPULATIONS**

**LESSOR:** BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank

12 Thompson Park  
Hattiesburg, MS 39401

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

Title: \_\_\_\_\_

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

**LESSEE:** City of Hamilton, Texas  
200 E MAIN ST  
Hamilton, TX 76531

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

Title: Mayor \_\_\_\_\_

Date: 04 Feb 2020 \_\_\_\_\_

--NONE--

EXHIBIT A



# City Of Hamilton

200 East Main Street ~ Hamilton, Texas 76531  
Phone 254-386-8116 ~ Fax 254-386-3508

Jim McInnis, *Mayor*  
Todd Jordan, *Mayor Pro-Tem*  
Justin Slone, *Councilperson*  
Cody Morris, *Councilperson*  
George Beard, *Councilperson*  
Shelley Voges, *Councilperson*  
Ryan Polster, *Interim City Administrator*  
Ryan Polster, *City Secretary*

February 5, 2020

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P. O. Box 15097  
Hattiesburg, MS 39404-5097

Re: Equipment Lease - Purchase Agreement dated January 24, 2020 and Delivery Order No. 01 thereto, dated January 27, 2020 by and between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, as Lessor, and City of Hamilton, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for City of Hamilton, Texas (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement (the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Either the Lessee is a state, territory, a possession of the United States, the District of Columbia, or a political subdivision thereof (as such terms are defined in section 103 of the Internal Revenue Code and the Regulations thereunder) or the Lessee is a constituted authority (as such term is defined in section 103 of the Internal Revenue Code and the Regulations thereunder) empowered to issue obligations on behalf of one of the foregoing entities, and the Lessee is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.
6. The equipment subject to the Agreement is personal property and, when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

EXHIBIT B

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
Page 2

7. All required public bidding procedures regarding the award of the Agreement have been followed by the Lessee.

Sincerely,

A handwritten signature in cursive script that reads "Connie Z. White". The signature is written in black ink and is positioned above the printed name and title.

Connie Z. White  
Attorney

**DELIVERY ORDER NO: 01**Dated as of: Feb 5, 2020

To Agreement No: 108287

THIS DELIVERY ORDER is issued pursuant to an Equipment Lease - Purchase Agreement dated as of January 27, 2020 (the "Agreement"), between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

**A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.**

The Payments required under the Agreement for the Equipment designated on this Delivery Order are "See Schedule A". A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as follows: "See Schedule A". Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

**B. LATE PAYMENTS.**

There will be a charge of N/A per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

**C. FISCAL YEAR.**

Lessee's fiscal year period is from Oct 1 to Sept 30.

**D. CONCLUDING PAYMENT.**

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

**E. EQUIPMENT DESCRIPTION.**

The Equipment as defined in the Agreement includes the following: See Schedule A-1 attached hereto and made a part hereof

**EXHIBIT C**

F. LOCATION.

City of Hamilton

G. ALTERNATIVE INTEREST RATES.

- 1. Loss of interest deductibility will incur a rate of not less than 5.00%.
- 2. Loss of tax-exempt interest will incur a rate of not less than 5.00%.

**THE TERMS GOVERNING THIS DELIVERY ORDER ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.**

Lessor shall not be bound by this Agreement until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Delivery Order.

LESSOR:

BancorpSouth Equipment Finance, a division  
of BancorpSouth Bank  
P. O. Box 15097  
Hattiesburg, MS 39404-5097

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

Title: \_\_\_\_\_

LESSEE:

City of Hamilton, Texas

200 E MAIN ST  
Hamilton, TX 76531

By: [Signature]

Title: MAYOR

**EQUIPMENT ACCEPTANCE NOTICE**

**TO:** BancorpSouth Equipment Finance, a division of BancorpSouth Bank

**RE:** Agreement No. 108287

This is to acknowledge that the delivery and/or installation of the Equipment, described in Delivery Order No. 01 dated as of January 27, 2020 has been completed in accordance with the terms of the above-referenced Agreement and that Lessee has duly delivered to and received in proper form from Lessor all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on February 4, 2020, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. The said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

City of Hamilton, Texas

By: 

Title: MAYOR

Date: 04 Feb 2020

**CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS**

I, the Mayor of City of Hamilton, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of February 4, 2020, (the "Agreement") by and between Lessee and BancorpSouth Equipment Finance, a division of BancorpSouth Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in calendar year 2020.

4. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on February 13, 2020.

8. In calendar year 2020, Lessee had designated \$ 74,776.08 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2020 as qualified tax-exempt obligations.

9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2020 will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this 4<sup>th</sup> day of February,  
2020.

City of Hamilton, Texas

By:   
Title: mayor

**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

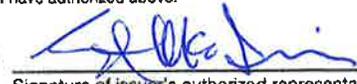
▶ Under Internal Revenue Code section 149(e)

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <b>City of Hamilton, Texas</b>		2 Issuer's employer identification number (EIN) <b>7 4   6 0 0 1 0 3 3</b>	
3 Number and street (or P.O. box if mail is not delivered to street address) <b>200 E Main St</b>		Room/suite	
4 City, town, or post office, state, and ZIP code <b>Hamilton, TX 76531</b>		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>Ryan Poister City Secretary</b>		7 Telephone number of officer or legal representative <b>254 386 8116</b>	

<b>Part II Description of Obligations</b> Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a <b>69770 00</b>
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

**Signature and Consent** \* Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative:  Date: **01 FEB 2020** Type or print name and title: **Jim McInnis, Mayor** \*

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.**

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.**

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



# City Of Hamilton

200 East Main Street ~ Hamilton, Texas 76531  
Phone 254-386-8116 ~ Fax 254-386-3508

Jim McInnis, *Mayor*  
Todd Jordan, *Mayor Pro-Tem*  
Justin Slone, *Councilperson*  
Cody Morris, *Councilperson*  
George Beard, *Councilperson*  
Shelley Voges, *Councilperson*  
Ryan Polster, *Interim City Administrator*  
Ryan Polster, *City Secretary*

February 5, 2020

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P.O. Box 15097  
Hattiesburg, MS 39404-5097

RE: Agreement No. 108287, dated January 27, 2020

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the Hamilton Police Department. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include emergency use and are deemed to be essential to the efficient operation of the Hamilton Police Department.

Sincerely,

Mayor Jim McInnis

PLEASE INDICATE YOUR BILLING DECISION AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

\*If you would like to receive invoices.

Check Here

\*If you would like to make payments through ACH debits, please sign the attached ACH Form when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance

City of Hamilton, TX 108287 70957-001  
 Schedule A

01/31/2020 2:54 PM

Compounding Period: Monthly

Nominal Annual Rate: 3.490%

**DRAFT**  
 Dates may change at closing

**Cash Flow Data - Loans and Payments**

Event	Date	Amount	Number	Period	End Date
1 Loan	01/31/2020	69,770.00	1		
2 Payment	01/31/2021	24,925.36	3	Annual	01/31/2023

**TValue Amortization Schedule - Normal, 30E3/360**

Date	Payment	Interest	Principal	Balance
Loan 01/31/2020				69,770.00
<b>2020 Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
1 01/31/2021	24,925.36	2,474.30	22,451.06	47,318.94
<b>2021 Totals</b>	<b>24,925.36</b>	<b>2,474.30</b>	<b>22,451.06</b>	
2 01/31/2022	24,925.36	1,678.10	23,247.26	24,071.68
<b>2022 Totals</b>	<b>24,925.36</b>	<b>1,678.10</b>	<b>23,247.26</b>	
3 01/31/2023	24,925.36	853.68	24,071.68	0.00
<b>2023 Totals</b>	<b>24,925.36</b>	<b>853.68</b>	<b>24,071.68</b>	
<b>Grand Totals</b>	<b>74,776.08</b>	<b>5,006.08</b>	<b>69,770.00</b>	

**SCHEDULE A-1**

City of Hamilton, Texas

Master Lease Number: 108287

Delivery Order Number: 70957-001

One (1) 2020 Chevrolet Truck VIN:3GCPWAEF0LG216494 w/ police package

One (1) 2020 Chevrolet Truck VIN:3GCPWAEF3LG219891 w/ police package

PLEASE INDICATE TO WHOM FUNDS ARE TO BE RELEASED AND RETURN THIS FORM WITH YOUR SIGNED DOCUMENTS:

Check Here

\*If we are to fund the equipment vendor(s).

Check Here

\*If you have already paid for your equipment purchase and you need to be reimbursed. Please send a photo copy of the canceled check issued for payment of the equipment when you return these signed documents.

Please call 1-800-222-1610 with any questions.

BancorpSouth Equipment Finance



Agenda Item #6

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action to Contract with Leetech for Sewer Main Line Installation Between Cheyenne Mesa and Navajo Trail.

**Background:** St John Lutheran Church septic systems have failed. Representatives from St John Lutheran Church contacted the City in March of 2019 to request a sewer tap. There is currently no sewer line on Cheyenne Mesa to tap for sewer. In early 2019 Kampfer was working toward a deal to have a sewer line installed where the Church would finance the easement and installation of a sewer main line from Cheyenne Mesa to the existing line on Navajo Trail. This is a continuation of that agreement.

The \$32,068.00 agreement for Council to approve is between the City and Leetech, a private contractor. The Main line will be the City's line and accessible for other customers. The Church will pay \$22,508.00 while the City will finance the manholes and asphalt repair.

This agreement does not include any work on the Church property.

**Recommendation:** Council Approve Agreement.

**RESOLUTION # 06-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAMILTON, TEXAS AUTHORIZING AGREEMENT WITH LEETECH SOLUTIONS LLC. TO PROVIDE SEWER MAINLINE AND MANHOLE INSTALLATION SERVICES FOR CITY OF HAMILTON**

**WHEREAS**, the City of Hamilton, Texas finds it to be in the best interest of the citizens of Hamilton, Texas to provide adequate sewer services for the City and Extra Territorial Jurisdiction where needed; and

**WHEREAS**, Leetech Solutions, LLC. Will provide the installation of a sewer mainline to service additional residences and business(es).

**WHEREAS**, the City of Hamilton, requires financial cooperation from citizens to be able to provide a new service and/or and new service line.

**WHEREAS**, the St John Lutheran Church has agreed to pay \$22,508.00 for the City to install the main sewer line.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That the City will enter into an agreement with LeeTech Solutions, LLC to install a new main line and associated manholes from one point on Cheyenne Mesa Rd. to an existing line on Navajo Trail.

**PASSED AND APPROVED** by the City Council members of the City of Hamilton, Texas at its regular meeting held on February 13, 2020.

CITY OF HAMILTON, TEXAS

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Mayor, Jim McInnis

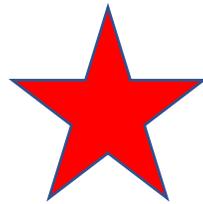
ATTESTED:

---

City Secretary, Ryan W. Polster

CONTRACT DOCUMENTS

CITY OF HAMILTON, TEXAS



CHEYENNE MESA SEWER PROJECT

FEBRUARY 2020

**CONTRACT DOCUMENTS**  
CITY OF HAMILTON, TEXAS  
CHEYENNE MESA SEWER PROJECT

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- I. NOTICE OF AWARD
- II. AGREEMENT
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- IV. GENERAL CONDITIONS
- V. APPENDICES
  - A. BID
  - B. PLAN DRAWINGS

**CONTRACT DOCUMENTS**  
CITY OF HAMILTON, TEXAS  
CHEYENNE MESA SEWER PROJECT

**NOTICE OF AWARD**

PROJECT DESCRIPTION: City of Hamilton – Cheyenne Mesa Sewer Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its request for bid.

You are hereby notified that your BID has been accepted for items in the amount of \$32,068.00.

You are required to execute the AGREEMENT and furnish the required CONTRACTOR'S CERTIFICATE OF INSURANCE within seven (7) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said CERTIFICATE OF INSURANCE within seven (7) days from the date of this NOTICE OF AWARD, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 14th day of February, 2020.

City of Hamilton

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACT DOCUMENTS**  
CITY OF HAMILTON, TEXAS  
CHEYENNE MESA SEWER PROJECT

**AGREEMENT**

**THIS AGREEMENT** made this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (a corporation organized and existing under the laws of the State of \_\_\_\_\_) (a partnership consisting of \_\_\_\_\_) (an individual trading as \_\_\_\_\_) hereinafter called the "Contractor", and City of Hamilton hereinafter called the "City."

**WITNESSETH**, that the Contractor and the City for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, sewer line, sewer manholes, and paving construction for the Cheyenne Mesa Sewer Project, all in strict accordance with the contract documents including all Plan Drawings, titled "Construction Drawings for Cheyenne Mesa Sewer Project", dated October 9, 2019, as prepared by Warrick Engineering & Associates, LLC acting and in these contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.** The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in \_\_\_\_\_ hereof.

**ARTICLE 3. The Contract.** The executed contract documents shall consist of the following components:

- a. Notice of Award
- b. This Agreement (pgs. 1-2)
- c. Notice to Proceed
- d. General Conditions, (pgs. 1-17)
- e. Contractor's Bid (Appendix A)
- f. Plan Drawings (Appendix B)

**ARTICLE 4. Performance.** Work, in accordance with the Contract dated \_\_\_\_\_, \_\_\_\_\_, shall commence on or before \_\_\_\_\_, \_\_\_\_\_, and Contractor shall complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, \_\_\_\_\_.

**CONTRACT DOCUMENTS**  
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This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in triplicate (3) original copies on the day and year first above written.

\_\_\_\_\_

(The Contractor)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

(City)

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Corporate Certifications

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority

of its governing body, and is within the scope of its corporate powers.

Corporate \_\_\_\_\_

Seal (Corporate Secretary)

**NOTICE TO PROCEED**

TO: Leetech Solutions, LLC

DATE:

PROJECT: City of Hamilton – Cheyenne Mesa Sewer Project

You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, 2020, on or before \_\_\_\_\_, 2020, and you are to complete the WORK within 28 consecutive calendar days thereafter. The date for completion of all WORK is, therefore, \_\_\_\_\_, 2020.

City of Hamilton

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Title \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

## **GENERAL CONDITIONS**

### **1. Contract and Contract Documents**

The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

### **2. Definitions**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between the (Name of City), hereinafter called the "City" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

(c) The term "Engineer" means (name of engineering firm), Engineer in charge, serving the City with architectural or engineering services, his successor, or any other person or persons, employed by the City for the purpose of directing or having in charge the work embraced in this Contract.

(d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

### **3. Supervision by Contractor**

(a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.

(b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### **4. Subcontracts**

**CONTRACT DOCUMENTS**  
**CITY OF HAMILTON, TEXAS**  
**CHEYENNE MESA SEWER PROJECT**

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.

(b) No proposed subcontractor shall be disapproved by the City except for cause.

(c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

**5. Fitting and Coordination of Work**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

**6. Payments to Contractor**

**(a) Partial Payments**

1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

**CONTRACT DOCUMENTS**  
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(b) Final Payment

1) After final inspection and the acceptance by the City of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

2) Before paying the final estimate, City shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The City may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the City under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The City may withhold any payment due the Contractor as deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the

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validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form:

- 1) A detailed description of the change in the work.
- 2) The Contractor's proposal (if any) or a confirmed copy thereof.
- 3) A definite statement as to the resulting change in the contract price and/or time.
- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

#### 8. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which

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**CITY OF HAMILTON, TEXAS**  
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resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received from the City.

(d) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

**9. Termination, Delays, and Liquidated Damages**

(a) Right of the City to Terminate Contract for Convenience City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

(b) Right of the City to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and

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perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the City for any excess cost incurred. In such event the City may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$300.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the City;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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**10. Assignment or Novation**

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

**11. Technical Specifications and Drawings**

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City.

**12. Shop Drawings**

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in two copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

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(c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

**13. Requests for Supplementary Information**

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information which should be furnished by the City under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

**14. Materials and Workmanship**

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in

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**CITY OF HAMILTON, TEXAS**  
**CHEYENNE MESA SEWER PROJECT**

effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The City may require the Contractor to dismiss from the work such employee or employees as the City or the Engineer may deem unqualified.

**15. Samples, Certificates and Tests**

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

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**CITY OF HAMILTON, TEXAS**  
**CHEYENNE MESA SEWER PROJECT**

- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
- 4) The City will pay all other expenses.

16. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the City.

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of

**CONTRACT DOCUMENTS**  
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surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the City, shall moisten the surrounding area to prevent a dusty condition.

**17. Care of Work**

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.

(c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

**18. Accident Prevention**

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(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

(d) The Contractor shall indemnify and hold harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the City, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the City at the expense of the Contractor.

#### 19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### 20. Use of Premises

CONTRACT DOCUMENTS  
CITY OF HAMILTON, TEXAS  
CHEYENNE MESA SEWER PROJECT

(a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of

**CONTRACT DOCUMENTS**  
**CITY OF HAMILTON, TEXAS**  
**CHEYENNE MESA SEWER PROJECT**

the City, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City.

(d) Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

### 23. Review by City

The City and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

### 24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in

**CONTRACT DOCUMENTS**  
**CITY OF HAMILTON, TEXAS**  
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the notice. The City will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

**25. Deduction for Uncorrected Work**

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

**26. Insurance**

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City.

(a) **Worker's Compensation Insurance:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

(b) **Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (\$250,000, \$250,000, \$250,000).

(c) **Proof of Insurance:** The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

**27. Warranty of Title**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials,

**CONTRACT DOCUMENTS**  
**CITY OF HAMILTON, TEXAS**  
**CHEYENNE MESA SEWER PROJECT**

supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**28. Warranty of Workmanship and Materials**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

**29. Job Offices**

(a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.

(b) Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

**30. Partial Use of Site Improvements**

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

**CONTRACT DOCUMENTS**  
**CITY OF HAMILTON, TEXAS**  
**CHEYENNE MESA SEWER PROJECT**

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to

**46. Contract Documents and Drawings**

The City will furnish the Contractor without charge 1 copy of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

**47. Contract Period**

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed, and shall be fully completed within 180 calendar days thereafter.

**48. Liquidated Damages**

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City the sum of Three Hundred Dollars (\$ 300.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

***Leetech Solutions, LLC***

**P.O. Box 939**

**Aledo, TX 76008**

**817-805-6405**

**Re:**

**Sewer Line Project  
St. John's Lutheran Church  
122 Cheyenne Mesa  
Hamilton, Texas 76531**

***ESTIMATE***

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Est. Total</b>
1	Mobilization	LS	\$2,500.00	1	\$ 2,500.00
2	8" Diameter pipe	LF	48.00	331	15,888.00
3	Barricades	LS	500.00	1	500.00
4	Right Away Clearing & Haul Off	LS	1,000.00	1	1,000.00
5	Trench Safety	LS	500.00	1	500.00
6	4' Manhole	EA	3,800.00	2	7,600.00
7	Connect to Existing M/H	EA	800.00	1	800.00
8	Asphalt Repair	LF	28.00	70	1,960.00
9	Seed & Fertilizer	LS	500.00	1	500.00
10	Concrete Repair	LF	40.00	8	320.00
11	Storm Water Pollution Prevention	LS	500.00	1	<u>500.00</u>

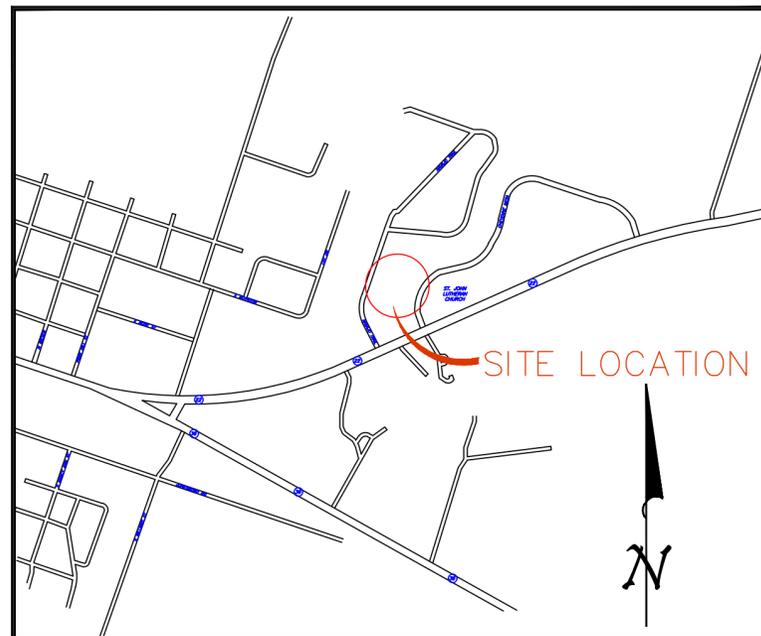
**ESTIMATED TOTAL :**

**\$ 32,068.00**

CONSTRUCTION DRAWINGS FOR  
**CITY OF HAMILTON - CHEYENNE MESA SEWER**  
**HAMILTON, TEXAS 76531**  
**October 2019**

**GENERAL NOTES:**

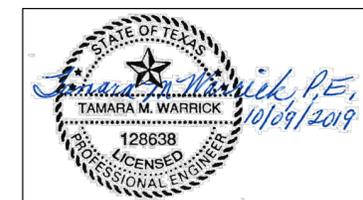
1. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION.
2. ALL NON-SALVAGEABLE MATERIALS TO BECOME PROPERTY OF THE CONTRACTOR AND TO BE DISPOSED OF OFFSITE.
3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SURFACE DRAINAGE ON SITE DURING CONSTRUCTION.
4. TEMPORARY EROSION CONTROL MEASURES SHALL BE PLACED TO MINIMIZE THE DISCHARGE OF SEDIMENT FROM THE CONSTRUCTION SITE TO ADJACENT PROPERTY AND STREETS.
5. CONTRACTOR SHALL PREPARE A CONSTRUCTION SEQUENCE SCHEDULE AND SUBMIT TO CITY OF HAMILTON PRIOR TO COMMENCEMENT OF WORK.
6. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER AND OBSERVED THROUGHOUT CONSTRUCTION. THE TRAFFIC CONTROL PLAN SHALL FOLLOW GUIDELINES SET FORTH IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
7. CONTRACTOR SHALL REQUEST 811 UTILITY LOCATES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
8. CONTRACTOR IN COORDINATION WITH CITY OF HAMILTON DEPARTMENT OF PUBLIC WORKS SHALL POTHOLE EXISTING WATERLINE ON CHEYENNE MESA TO DETERMINE ELEVATION. POTHOLE RESULTS TO BE SUBMITTED TO ENGINEER TO ESTABLISH ADJUSTMENTS TO PROPOSED SEWER LINE ELEVATIONS.



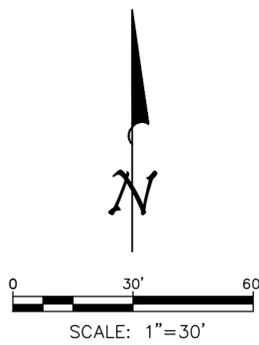
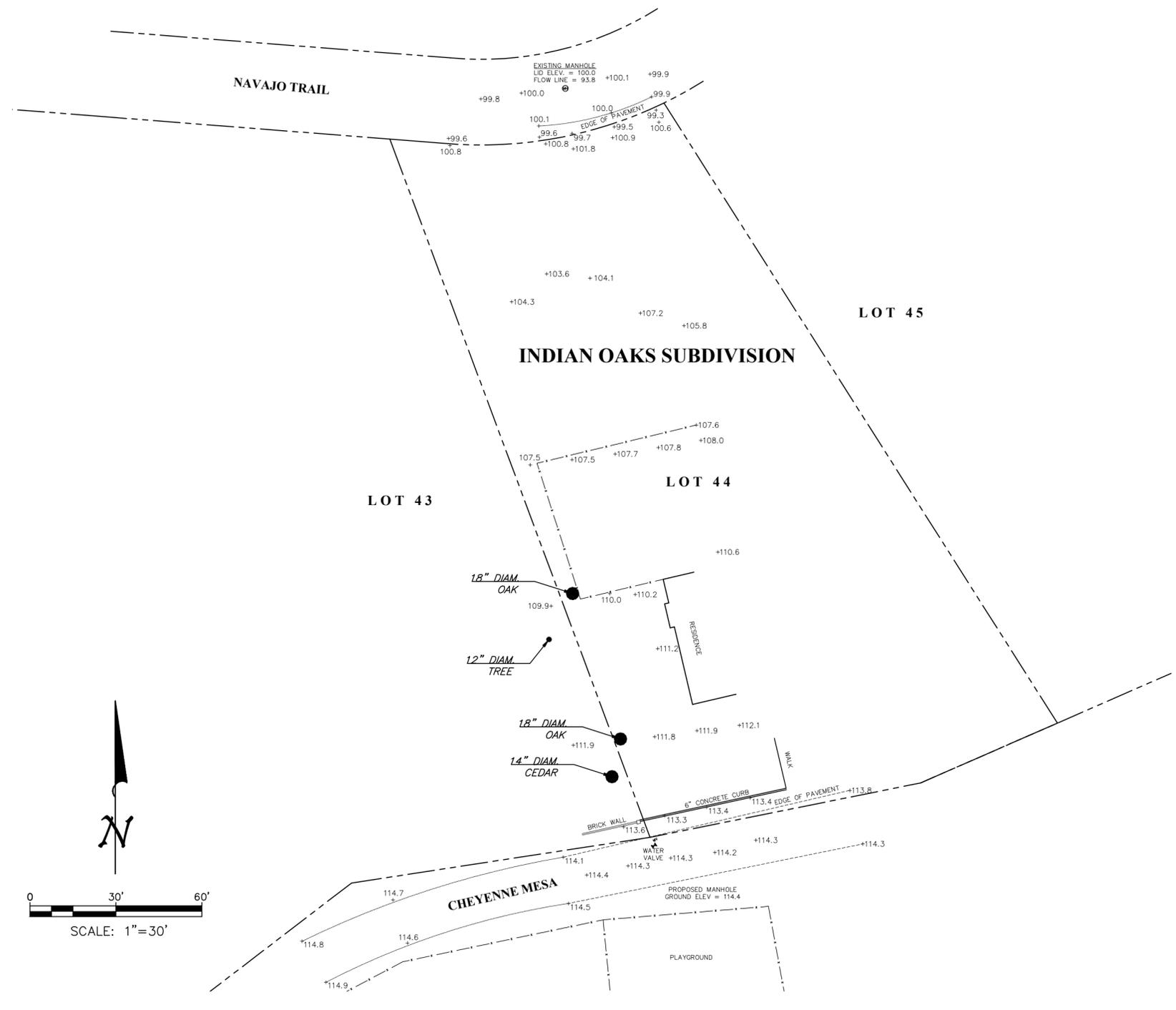
**VICINITY MAP**  
 NOT TO SCALE

Sheet List Table	
Sheet No.	Sheet Title
--	COVER PAGE
EX-1	EXISTING CONDITIONS SURVEY
SP-1	SEWER PLAN & PROFILE
DTL-1	CONSTRUCTION DETAILS
ES-1	EROSION & SEDIMENTATION CONTROL PLAN
ES-2	EROSION & SEDIMENTATION CONTROL DETAILS

**OWNER:**  
**CITY OF HAMILTON**  
**200 EAST MAIN STREET**  
**HAMILTON, TEXAS 76531**




  
 409 Magnolia St. Hico, Texas 76457  
 (970) 275-0079 - twarrick@warrickengineering.com  
 Texas Registered Engineering Firm#: F-20151



**EXISTING CONDITIONS SURVEY**  
SCALE: 1"=30'

**NOTES:**

1. EXISTING CONDITIONS SURVEYED ON THE GROUND JULY 2019 AND PROVIDED BY:  
  
MATTHEW K. PRICE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6284  
PRICE SURVEYING, LP, FIRM # 10194051,  
1100 E. WASHINGTON, STEPHENVILLE, TX 76401  
254-965-5489
2. BEARING BASIS:  
TEXAS STATE PLANE COORDINATE SYSTEM, NAD83  
CENTRAL TX ZONE, US SURVEY FOOT
3. ALL DISTANCES ARE SURFACE DISTANCES.
4. EXISTING TREES LOCATED BY TAPE MEASUREMENT ON THE GROUND OCTOBER 8, 2019 BY WARRICK ENGINEERING.

**LEGEND**

	PROPERTY BOUNDARY
	EXISTING EDGE OF PAVEMENT
	EXISTING FENCE
+101.8	EXISTING TOPO SPOT ELEVATION
	EXISTING SEWER MANHOLE
	EXISTING WATER VALVE

No.	Date	Revision

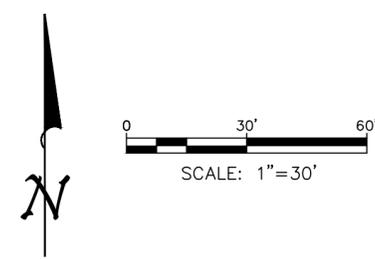
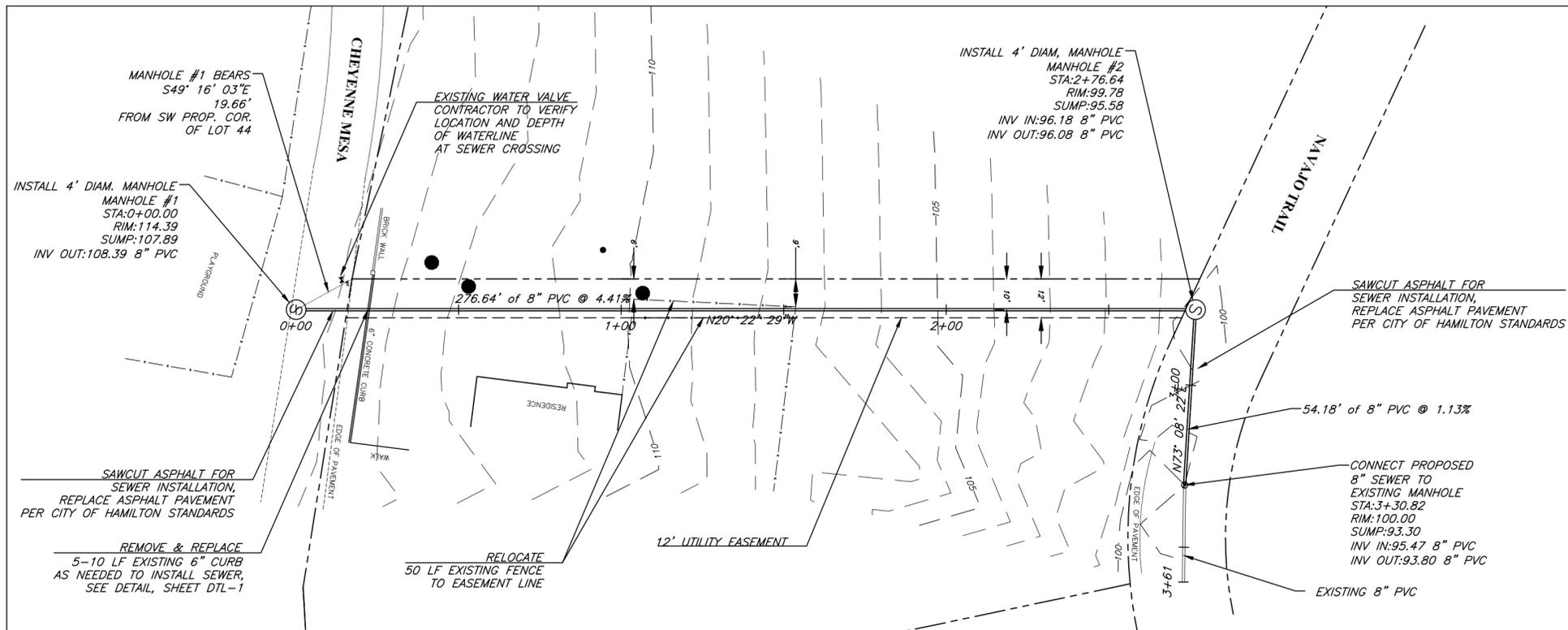
409 Magnolia Street Hico, Texas 76457  
Phone: (254) 263-3550  
twarrick@warrickengineering.com  
Texas Registered Firm#: F-20151



CITY OF HAMILTON  
CHEYENNE MESA SEWER  
HAMILTON, TEXAS  
EXISTING CONDITIONS SURVEY

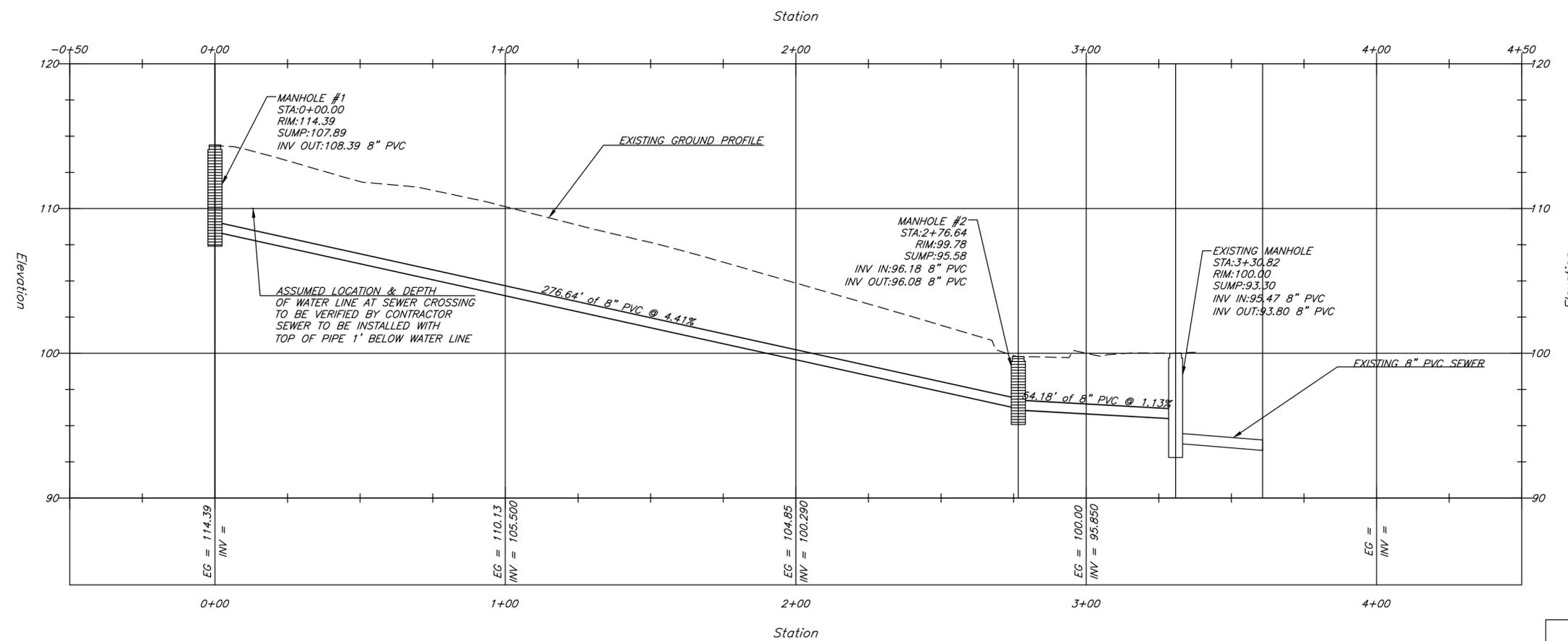


Drawn By  
TW  
Scale  
1" = 30'  
Date  
October 9, 2019  
Sheet  
EX-1



- LEGEND**
- PROPERTY BOUNDARY
  - - - EXISTING EDGE OF PAVEMENT
  - x x x EXISTING FENCE
  - - - EXISTING 1' TOPO CONTOUR
  - (MH)--- EXISTING SEWER & MANHOLE
  - (WV)--- EXISTING WATER VALVE
  - (S)--- PROPOSED SEWER & MANHOLE
  - - - PROPOSED UTILITY EASEMENT

**SEWER PLAN**  
SCALE: 1"=30'



**SEWER PROFILE**  
SCALE: Horiz. 1"=30'  
Vert. 1"=6'

Revision	
Date	
No.	

409 Magnolia Street Hico, Texas 76457  
 Phone: (254) 263-3550  
 twarrick@warrickengineering.com  
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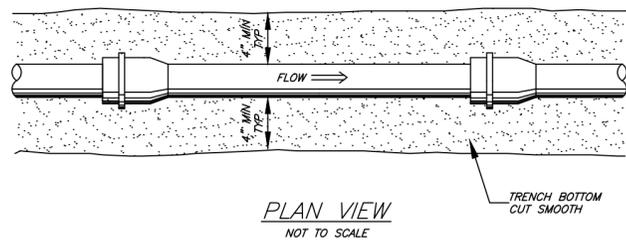


**CITY OF HAMILTON  
 CHEYENNE MESA SEWER  
 HAMILTON, TEXAS 76531**

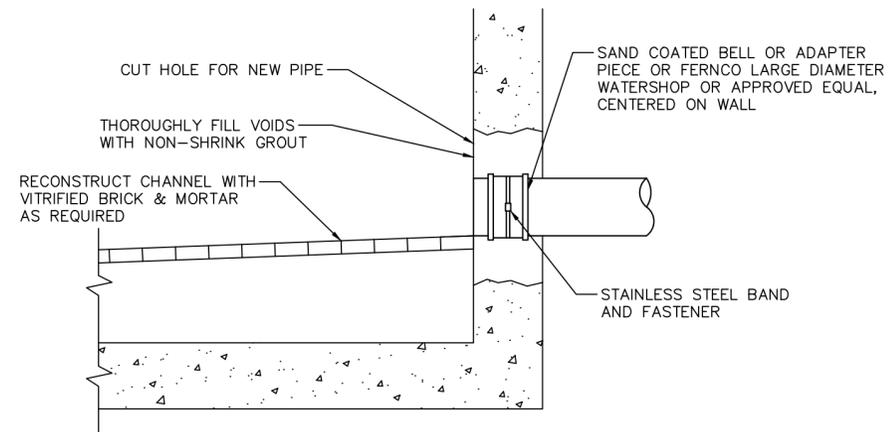
**SEWER PLAN & PROFILE**



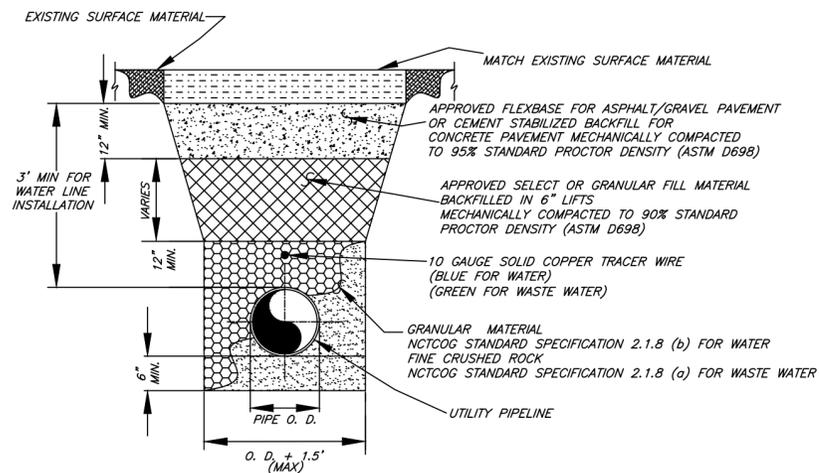
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TW  
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1" = 30'  
 Date  
October 9, 2019  
 Sheet  
PP-1



PLAN VIEW  
NOT TO SCALE



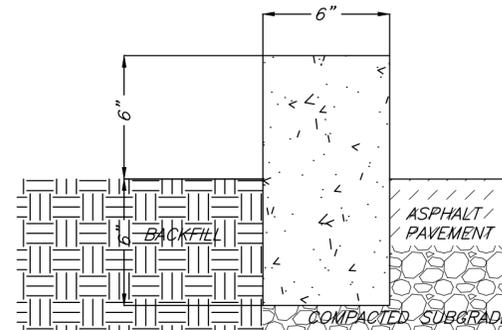
EXISTING MANHOLE WALL PENETRATION DETAIL  
NOT TO SCALE



EMBEDMENT AND BACKFILL UNDER LOAD BEARING SURFACES  
NOT TO SCALE

**GENERAL NOTES:**

1. THIS DETAIL SHALL BE UTILIZED UNDER LOAD BEARING SURFACES AND 5 LINEAR FEET BEHIND CURBS WHEN CROSSING STREETS.
2. SELECT BACKFILL SHALL BE SOIL MATERIAL.
3. ROCKS IN SELECT BACKFILL SHALL BE LIMITED TO 2" MAX DIMENSION.
4. CRUSHED ROCK PIPE EMBEDMENT SHALL BE USED WHEN GROUND WATER IS ENCOUNTERED IN THE TRENCH.



TYPICAL RAISED CURB DETAIL  
NOT TO SCALE

Revision	Date	No.

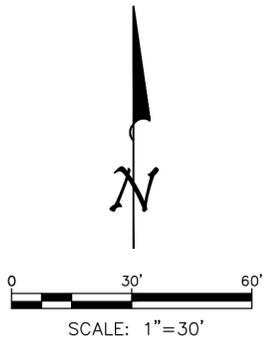
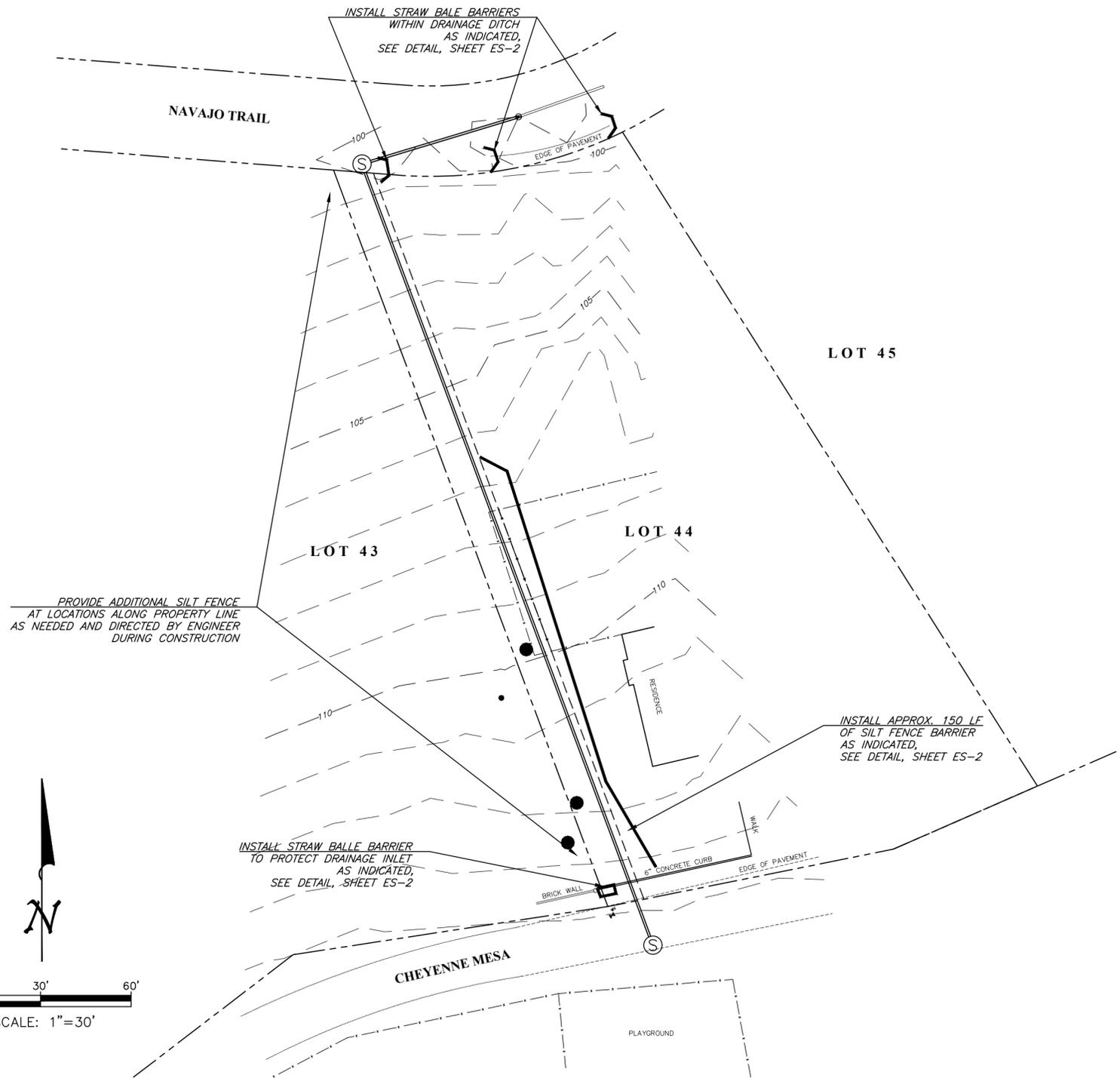
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CITY OF HAMILTON  
CHEYENNE MESA SEWER  
HAMILTON, TEXAS  
CONSTRUCTION DETAILS



Drawn By  
TW  
Scale  
NOT TO SCALE  
Date  
October 9, 2019  
Sheet  
DTL-1



**EROSION & SEDIMENTATION CONTROL PLAN**  
SCALE: 1"=30'

**NOTES:**

- A. Temporary Erosion & Sedimentation Controls**
1. **Perimeter Controls** – Install silt fence or straw bale barrier as indicated on the plan drawings and along the lot line of adjacent properties downstream from the project as directed by the Engineer during construction.
  2. **Stockpiles** – Install silt fence or straw bale barrier along downstream side of any soil stockpiles.
  3. **Stabilized Construction Access** – Install a stabilized construction access at a project entrance location to be determined by the Contractor and approved by the Engineer.
  4. **Temporary Sediment Basin** – The drainage ditch along Navajo Trail with the installation of straw bale barriers will be used as a temporary sediment basin during construction.
  5. **Dewatering** – Dewatering of trenches or other excavated areas shall be done in such a manner to direct flows to the temporary sediment basin. A concrete washout area shall be located directly upstream of the temporary sediment basin.
  6. **Housekeeping** – Provide sanitary facilities and trash/refuse bins on the project site. Promptly remove any trash or debris that accumulates at silt fences, straw bale barriers, or within the sediment basin.
  7. **Maintenance** – ESCs should be routinely inspected and maintained until site is permanently vegetated. Any required adjustments or repairs should be addressed immediately. Any trash, debris or sediment that is impeding flows along the curb or drainage ditch shall be immediately removed.
- B. Construction Schedule:**
1. Installation of stabilized construction entrance at Engineer approved location.
  2. Placement of silt fence or straw bale barriers.
  3. Topsoil stripping and stockpiling.
  4. Placement of silt fence or straw bale barrier on downstream side of stockpiles.
  5. Removal of curbing and asphalt pavement.
  6. Utility installation.
  7. Replacement of curb.
  8. Replacement of asphalt pavement.
  9. Final grading of disturbed areas.
  10. Seeding and fertilizing for revegetation.
  11. Removal of temporary control measures.

**LEGEND**

- PROPERTY BOUNDARY
- - - - - EXISTING EDGE OF PAVEMENT
- x - x - EXISTING FENCE
- - - - - EXISTING 1' TOPO CONTOUR
- (M)— EXISTING SEWER & MANHOLE
- (WV)— EXISTING WATER VALVE
- (S)— PROPOSED SEWER & MANHOLE
- - - - - PROPOSED UTILITY EASEMENT
- SILT FENCE OR STRAW BALE BARRIER

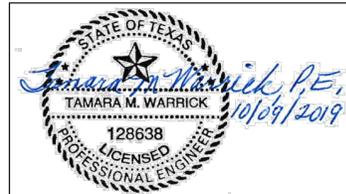
Revision	
No.	Date

409 Magnolia Street Hico, Texas 76457  
Phone: (254) 263-3550  
twarrick@warrickengineering.com  
Texas Registered Firm#: F-20151



**CITY OF HAMILTON  
CHEYENNE MESA SEWER  
HAMILTON, TEXAS**

**EROSION & SEDIMENTATION CONTROL PLAN**

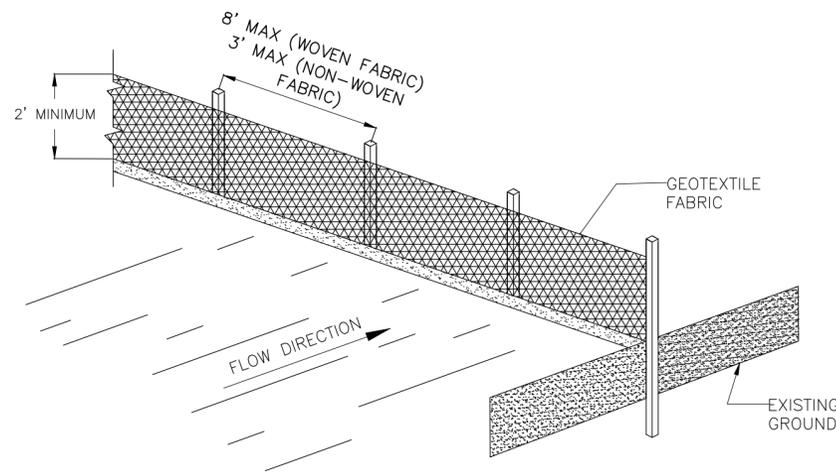


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**TW**

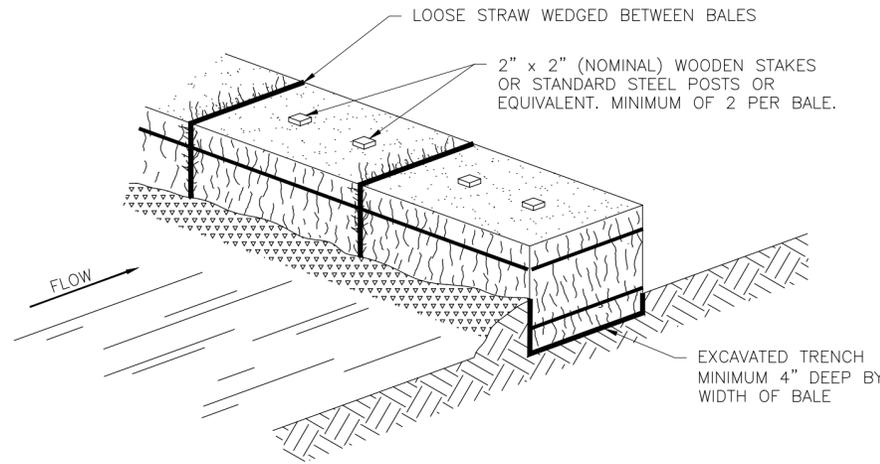
Scale  
**1" = 30'**

Date  
**October 9, 2019**

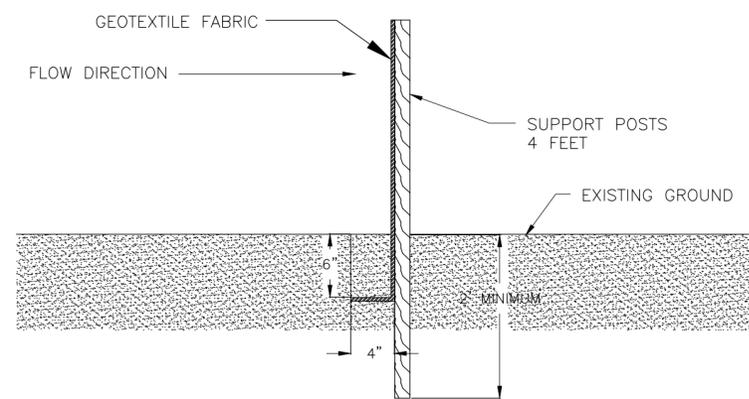
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**ES-1**



ISOMETRIC VIEW

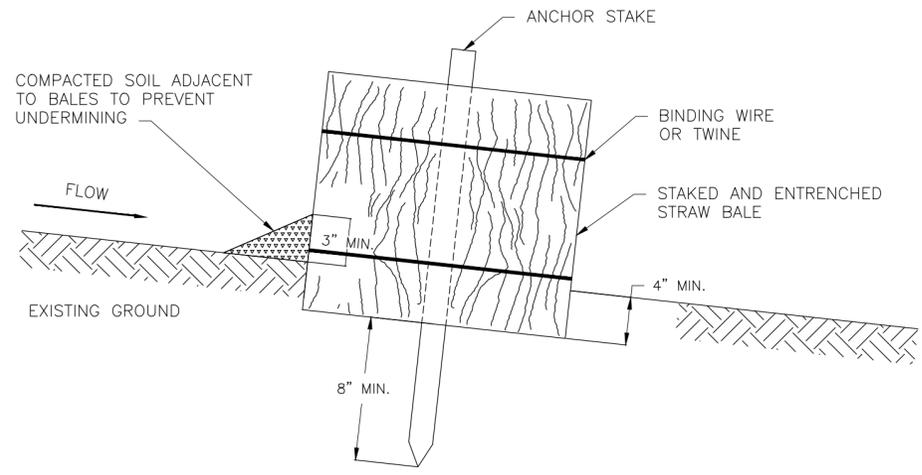


ISOMETRIC VIEW



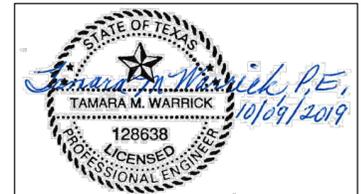
TYPICAL SECTION

SILT FENCE DETAIL  
NOT TO SCALE



TYPICAL SECTION

STRAW BALE BARRIER DETAIL  
NOT TO SCALE



No.	Date	Revision

409 Magnolia Street Hico, Texas 76457  
 Phone: (254) 263-3550  
 twarrick@warrickengineering.com  
 Texas Registered Firm#: F-20151



CITY OF HAMILTON  
 CHEYENNE MESA SEWER  
 HAMILTON, TEXAS  
 EROSION & SEDIMENTATION CONTROL DETAILS

Drawn By  
 TW  
 Scale  
 1" = 30'  
 Date  
 October 9, 2019  
 Sheet  
 ES-2



# City of Hamilton

200 East Main Street ~ Hamilton, Texas 76531  
Phone 254-386-8116 ~ Fax 254-386-3508

Jim McInnis, *Mayor*  
Beverly E Gilstrap *Mayor Pro-Tem*  
John Galindo, *Councilperson*  
Jim Eidson, *Councilperson*  
Henry Deleon, *Councilperson*  
Cody Morris, *Councilperson*  
Pete Kampfer, *City Administrator*  
Ryan Polster, *City Secretary*

May 8, 2019

Mr. Brad Tomlinson  
St John Lutheran Church  
122 Cheyenne Mesa (Highway 22)  
Hamilton, Texas 76531

## JOB DESCRIPTION:

Cheyenne Mesa 6 Inch Sewer Main Line Access - Customer Service Request

Dear Mr. Tomlinson:

In regards to coordinating with the City of Hamilton for proposed 6-inch wastewater/sewer line utility installation within a County Right of Way (ROW), this task order will also include obtaining a permanent easement with an adjacent property owner.

KSA Engineers of Austin will be doing a conceptual wastewater line layout first. The City will want to actually review the complete design once that is complete.

## Project Understanding

City of Hamilton (City) has determined that the scope is as follows:

The City has requested that KSA provide services for the design of 690 feet of 6-inch sewer line between Cheyenne Mesa and Navajo Trail for the Church property. The City staff will be asked to provide review comments to the final set of Design Drawings and provide exploratory test pits for exposure of the existing lines prior to survey.

## Scope of Services

KSA will perform the following tasks:

- 1. Design.** Provide plans and technical specifications for the construction of the sewer line.
- 2. Submittal.** The deliverables will include a construction plan and technical specification set for construction using City forces.
- 3. Exclusions.** The City will obtain all necessary utility easements for the installation of the new sewer line alignment. The City will obtain all required boundary and plat surveys.

KSA will produce a conceptual layout exhibit as an attachment to the report. The conceptual layout will be useful for defining the location of the proposed wastewater main/service into the design scope. Some of the utility construction is expected to be within the County ROW as per our working concept at this time. The assessment for the KSA engineering services will be approximately \$7,900.

— 1980 —

Additional estimated project costs will include the following:

- Service line taps \$500
- 690 feet of 6-inch PVC sewer line \$1500
- 2 manholes \$9000
- Asphalt Road Repair \$2000
- Labor \$2000

**Schedule**

The proposed Design work can be completed within 90 days following Notice to Proceed. Line installation will take approximately 3 weeks pending appropriate construction weather.

**Proposal Acceptance**

Please let us know if this proposal is acceptable and we will provide an agreement.

If you have any further questions, please let me know.

Sincerely,



*Pete Kampfer*  
City Administrator

### Easement Agreement for Utilities

**Date:** October 21, 2019

**Grantor:** BEVERLY D. LESTER

**Grantor's Mailing Address:**

Beverly Lester  
203 Cheyenne Mesa  
Hamilton, Texas 76531  
Hamilton County, Texas

**Grantee:** CITY OF HAMILTON, TEXAS, a Texas Municipal Corporation

**Grantee's Mailing Address:**

CITY OF HAMILTON, TEXAS  
200 E. Main St.  
HAMILTON, Texas 76457  
Hamilton County

**Easement Property:** Being located on the first 12 feet inside the property line at the southwest side of the property known as Lot 44 Indian Oaks Subdivision to the Town of Hamilton, Hamilton County, Texas and as shown on the Exhibit attached hereto.

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, upgrade, and / or removal of a water and/or sewer line and any requirements for installation of a water and or sewer connection or any other related facilities for the City of Hamilton.

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor. Further in consideration of connection of the property at Lot 44 Indian Oaks Subdivision to the city sewer line.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** None.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors,

and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of the City of Hamilton, Texas. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors, and assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the sewer connection or line will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the sewer line, connection or other related appurtenance under or across any portion of the Easement Property. Any fencing removed by Holder for the installation or maintenance of such Easement property shall be replaced by Holder. All matters concerning the sewer line or connection and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement.

Holder agrees to replace at equal or greater value any portion of the sprinkler system, trees or root systems that are damaged due to installation or maintenance of the Easement property.

Holder agrees to replace any St. Augustine grass that is removed or damaged due to installation or maintenance of the Easement property.

Holder agrees to have the yard leveled with no sink holes or damages to the yard or septic

tank due to installation or maintenance of the Easement property.

Holder agrees to clearly mark the easement line prior to initial construction.

Holder and Grantor agree that the fence shall be removed for the initial construction but Holder shall, at Holder's expense, replace the fence after the sewer line is installed.

  
\_\_\_\_\_  
BEVERLY D. LESTER

CITY OF HAMILTON, TEXAS, a Texas Municipal Corporation,

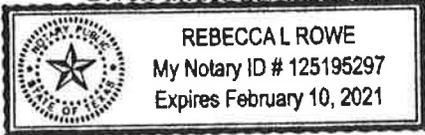
  
\_\_\_\_\_  
JIM MCINNIS, Mayor

STATE OF TEXAS )

COUNTY OF MCLENNAN )

Before me, a Notary Public in and for the State of Texas, on this day personally appeared BEVERLY D. LESTER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as her act and deed, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of October, 2019.



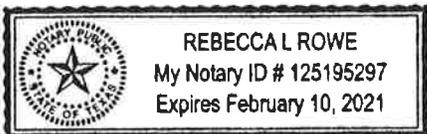
  
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Notary Public, State of Texas

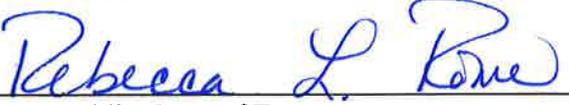
STATE OF TEXAS )

COUNTY OF HAMILTON )

Before me, a Notary Public in and for the State of Texas, on this day personally appeared JIM MCINNIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that JIM MCINNIS executed the same as the act of CITY OF HAMILTON, TEXAS, a Texas Municipal Corporation, as its Mayor, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of October, 2019.



  
\_\_\_\_\_  
Notary Public, State of Texas

# FILED and RECORDED

Instrument Number: 20191722 B: RP V: 554 P: 135

Filing and Recording Date: 10/23/2019 03:17:59 PM Recording Fee: 34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



*Kiesha Bagwell*

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Kiesha Bagwell, County Clerk  
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

**Leetech Solutions, LLC**

**P.O. Box 939**

**Aledo, TX 76008**

**817-805-6405**

**Re:**

**Sewer Line Project  
St. John's Lutheran Church  
122 Cheyenne Mesa  
Hamilton, Texas 76531**

**ESTIMATE**

Item #	Description	Unit	Unit Price	Quantity	Est. Total
1	Mobilization	LS	\$2,500.00	1	\$ 2,500.00
2	8" Diameter pipe	LF	48.00	331	15,888.00
3	Barricades	LS	500.00	1	500.00
4	Right Away Clearing & Haul Off	LS	1,000.00	1	1,000.00
5	Trench Safety	LS	500.00	1	500.00
6	4' Manhole	EA	3,800.00	2	7,600.00 ✕
7	Connect to Existing M/H	EA	800.00	1	800.00
8	Asphalt Repair	LF	28.00	70	1,960.00 ✕
9	Seed & Fertilizer	LS	500.00	1	500.00
10	Concrete Repair	LF	40.00	8	320.00
11	Storm Water Pollution Prevention	LS	500.00	1	<u>500.00</u>

**ESTIMATED TOTAL :**

**\$ 32,068.00**

9,560.00 city

22,508.00 Lutheran  
Church

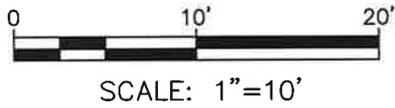
**St. John's Lutheran Church Sewer Line Project—122 Cheyenne Mesa, Hamilton Texas 76531**







CHEYENNE MESA SEWER  
RELOCATION OF FENCE



RESIDENCE

EASEMENT LINE

8" SEWER

5.78'

9.50'

12.00'

RELOCATED FENCE (ON EASEMENT LINE)

EXISTING FENCE

EXISTING TREE

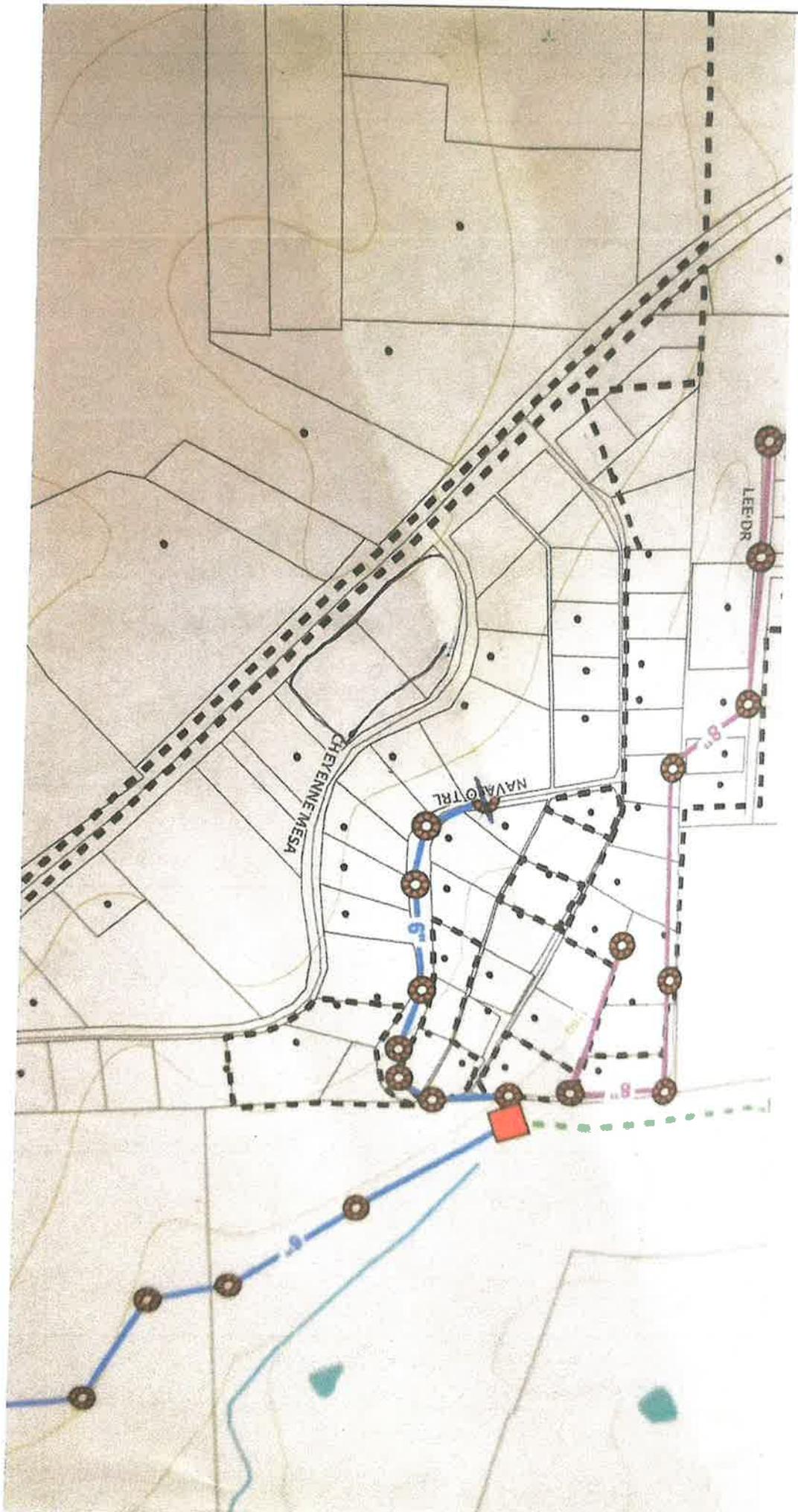
● EXISTING TREE

PROPERTY LINE

3.41'

This Drawing  
Is Submitted  
For Review Under  
The Authority Of  
Tamara M. Warrick, P.E.  
On January 16, 2020

<b>WARRICK ENGINEERING &amp; Associates, LLC</b>	409 Magnolia Street Hico, Texas 76457
	Phone: (254) 263-3550
	twarrick@warrickengineering.com
	Texas Registered Firm#: F-20151





Agenda Item # 7

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action to Award the Construction Contract on the Community Enhancement Fund Grant on behalf of the Hamilton General Hospital funded by the Texas Department of Agriculture.

**Background:** The Hospital Board had a meeting on Monday February 10 to discuss awarding the construction contract for the Ophthalmology Clinic. The City is contracted with Texas Department of Agriculture for this Community Development Block Grant Community Enhancement Fund project. The city also has an MOU with the Hospital to require the hospital to pay the balance over \$500,000 grant amount. Bid results are included. The Council is asked to award the construction contract to Husband-Mantor Construction, Inc.(HMC) for \$3,154,868.00 plus a bid alternate of \$20,000.

**Recommendation:** Council Award Construction Contract to HMC.

**City of Hamilton Clinic Building  
Grant Works / Hamilton General Hospital  
Hamilton, Texas**

		GENERAL CONTRACTOR / BIDDER	Northstar Elite Construction (New Braunfels)	Huband Mantor Construction (Boerne)		
ITEM NO.	BIDDING REQUIREMENTS - DESCRIPTION					
	Attended Mandatory Pre-Bid Conference?		YES	YES		
4	Statement of Bidder's Qualifications		YES	YES		
	Safety Record - EMR		YES	YES		
	Resumes Included?		YES	YES		
	Form signed and notarized?		YES	YES		
5	Conflict of Interest Questionnaire?		YES	YES		
6	Noncollusion Affidavit of Prime Bidder?		YES	YES		
7	Bid Bond provided?		YES	YES		
8	From of Proposal - Provided Y/N		YES	YES		
	Base Bid Sum		\$3,345,000	\$3,154,868		
	Bid Alternate - Amount		\$56,286	\$20,000		
	Unit Prices Provided? Y/N		YES	YES		
	Time of Completion (Calendar Days)		365 days	275 days		
	All Addenda acknowledged?		YES	YES		
	Major Subcontractors listed?		YES	YES		
	Form signed?		YES	YES		
10	Certification regarding Civil Rights Laws		YES	YES		
11	Contractor's Local Opportunity Plan		YES	YES		
12	Proposed Contracts Breakdown		YES	YES		
13	Certification regarding Lobbying		YES	YES		
14	Disclosure of Lobbying Activities and Instructions		YES	YES		
	Comments					

**THE STATE OF TEXAS §**

**INTERGOVERNMENTAL AGREEMENT**

**COUNTY OF HAMILTON §**

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between the CITY OF HAMILTON, TEXAS, hereinafter referred to as the CITY, acting through its City Council, and the HAMILTON COUNTY HOSPITAL DISTRICT, hereinafter referred to as the DISTRICT, acting through its Board of Directors.

The CITY agrees to provide grant funds budgeted from its Program Year 2018 Community Development Block Grant Program – Community Enhancement Fund contract to provide new diagnostic equipment and construct improvements to the Hamilton General Hospital if such is awarded to the CITY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from October 15, 2018, until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the CITY shall:

1. Endeavor to execute its GRANT responsibilities as Applicant for the GRANT in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request, and at the termination of this Agreement, provide copies of all such receipts and documentation to the DISTRICT.
3. Serve as the primary contact with TDA in all matters pertaining to the GRANT and the conduit for communication between itself, the DISTRICT, and TDA.
4. Provide pre-bid project design and change orders to the DISTRICT for its review and approval prior to approval by the CITY.
5. Obtain DISTRICT approval before awarding a construction contract for the work to be done under the GRANT and this Agreement.
6. Ensure that the DISTRICT shall not be responsible for any GRANT-related costs other than those outlined herein without the DISTRICT'S written approval, except for costs associated with a violation or early termination of this agreement with the DISTRICT.
7. Automatically transfer full ownership of the GRANT-funded improvements to the DISTRICT upon the DISTRICT'S inspection and approval of the work, and upon acceptance by the CITY and DISTRICT of the Certificate of Construction Completion.

Parties agree that the DISTRICT shall:

1. Comply with the federal conflict of interest provisions at 24 CFR 85.36(b)(3) and 570.489(h) relating to the purchase of goods and services through this GRANT.
2. Comply with all CITY requests for information required to fulfill the CITY'S obligations under the GRANT.
3. Offer to provide reasonable access to the improved services to all beneficiaries of this project at its officially adopted rates.
4. Permit access by the CITY and its selected engineering, administrative, and construction contractors to those portions of the construction site under DISTRICT control, as reasonably necessary to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the CITY.

5. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the CITY and DISTRICT of the Certificate of Construction Completion.
6. Pay for any costs resulting from violation or early termination of this Agreement by the DISTRICT, including repayment of any grant expenditures disallowed by TDA if the project is not completed and placed in service.
7. Automatically receive full ownership of the GRANT-funded diagnostic equipment and improvements upon acceptance by the CITY and DISTRICT of the Certificate of Construction Completion.
8. Pay for any cost overruns attributable to the award of a construction contract or a contract modification, including change orders, to complete the activities described in the GRANT that the DISTRICT has approved in writing.
9. Cooperate with the CITY in any attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and the DISTRICT is unwilling or unable to provide funds sufficient to cover the shortfall.
10. Provide any GRANT matching funds that it has separately committed in writing through its Board of Directors.

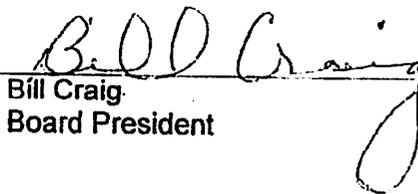
The parties further agree that any GRANT funds provided by the CITY are without warranty of any kind to the DISTRICT or any third party, and the DISTRICT hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the CITY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the DISTRICT'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

CITY OF HAMILTON, TEXAS



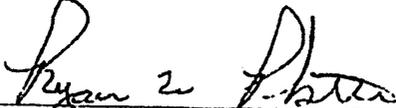
Jim McInnis  
Mayor

HAMILTON COUNTY HOSPITAL DISTRICT



Bill Craig  
Board President

ATTEST:



Ryan Polster  
City Secretary



Diane Schneider  
Board Secretary



Agenda Item # 8

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action in Regards to Approving the Hamilton Main Street Program Bylaws.

**Background:** The City of Hamilton was awarded the Main Street Program in October of 2019 and has since entered into a Memorandum of Understanding with the EDC in regards to the Main Street Program. As a continuation of establishing the Program, the City Council needs to establish Bylaws for the Board.

**Recommendation:** Council Approve the Bylaws.

## BYLAWS

### HAMILTON MAIN STREET PROGRAM

#### HAMILTON, TEXAS

##### Purpose

The purpose of the Hamilton Main Street Advisory Board is to serve in an advisory capacity to the Hamilton Main Street Program Manager, and the City of Hamilton.

##### Definitions

**Board** shall mean the Hamilton Main Street Advisory Board of Directors as appointed by the Hamilton City Council.

**Council** shall mean the Hamilton City Council.

**Main Street Manager** shall mean the Main Street Program Manager as hired by the City of Hamilton.

**Program** shall mean the Hamilton Main Street Program.

**Program Area** shall mean the Main Street Program Area as identified in the Hamilton Main Street Application and approved by the Texas Main Street Program.

##### Members

The Board shall consist of eleven (11) members appointed by the Council. A quorum shall consist of six (6) members. No action of the Board or any member shall be an official Main Street action unless approved by a majority of Board members present at an official Board meeting.

The duties of the Hamilton Main Street Board of Directors are: support board decisions and unity, participate in training that pertains to board member responsibilities, contribute one or more of the following – knowledge, financial resources or labor to the program, and serve on one standing committee.

Members shall serve three (3) year terms. Terms shall begin January 1 and end December 31, except that a member will continue to serve until duly replaced by the Council. Past Members may be re-appointed.

A full term on the Hamilton Main Street Board of Directors shall be defined as three years.

Board members may succeed themselves if they have filled an incomplete or unexpired three year term. Board members may serve two full terms (6 years) and may be re-appointed after they have rotated off the board for a period of one year.

Board members may resign at any time. Resignation from the Board shall be presented to the President in writing. The President will promptly advise the Main Street Manager of all resignations.

Any vacancy on the Board shall be filled from nominees recommended by the Board and approved for appointment by the Mayor and the Council.

By two-thirds (2/3) vote of the executive board an officer or board member shall be recommended for removal from office for failure to perform duties, criminal misconduct or unethical behavior in Hamilton Main Street business. An officer or board member who misses three consecutive meetings without excused absences may be removed from office.

The original members shall be the eleven (11) appointed by the Council on February 13, 2020. These original members shall draw lots with three (3) members serving one (1) year terms, four (4) members serving two (2) year terms, and four (4) members serving three (3) year terms.

Any resident of Hamilton County who owns a business or property, who is employed within, or volunteers and contributes to the City of Hamilton and its Extra Territorial Jurisdiction (ETJ) shall be eligible to serve on the Board.

The Ex officio members may include but not be limited to the Main Street Manager, The City Manager, or designee, The City of Hamilton Economic Development Corporation Executive Director, or designee, the Hamilton Chamber of Commerce Executive Director or designee, and a representative from Hamilton County. Ex officio members of the Board shall have no voting authority.

The Members shall serve without compensation, except that they may be reimbursed for their actual expenses incurred in the performance of their duties as Board Members. The travel reimbursement will be in accordance with the City of Hamilton travel policy.

### **Officers**

Officers shall be nominated by the Organization Committee and voted on at the January meeting. Term of office shall be one year. Officers may serve unlimited terms.

The Board shall elect from among its membership the following officers with the following duties and responsibilities for one (1) year terms:

**President** – To preside over all meetings, to work with the Main Street Manager to develop meeting agendas, to perform other duties normally associated with a Board Chairman.

**Vice-President** – To preside at the meetings in the absence of the Chairman.

**Secretary/Treasurer** – to maintain the official records of the Board, serve as custodian of the books and records of the corporation and any funds owned by the corporation.

The President and Vice-President are exempt from the three (3) year term limit in order to serve in the natural progression of President and Past President. This allows the organization to have continuity in leadership. They will remain a voting member as long as they are on the board.

No funds of the corporation may be dispersed except upon the affirmative vote of a majority of the board of directors. Any instrument executed for disbursements of any funds authorized by the board to be dispersed shall be executed by the President and the Secretary/Treasurer or if the Secretary/Treasurer is unavailable then by the President and at least one member of the board of directors.

The signatures for HMS bank accounts will be changed to reflect signatures of the new officers each year as well as the Manager. Each account will require two signatures.

### **Meetings**

The times, dates and places of regular Board meetings shall be determined by the Board. A quorum shall consist of six (6) members. No action of the Board or any member shall be an official Main Street action unless approved by a majority of Board members present at an official Board meeting.

Special meetings of the board of directors may be called by the President.

### **Committees**

The Program shall have at least four (4) permanent committees including but not limited to: Organization, Design, Promotion, and Economic Development. The basic goals, responsibilities, and functions of these committees shall be as identified by the Texas Main Street Program and as directed by the Board to customize the Texas Main Street Program to be applicable to Hamilton. Each permanent committee shall consist of at least (5) members comprised of Board members and community volunteers.

**The Promotions Committee** seeks to improve retail sales events, special events, and to create a positive public image of the designated Main Street area in order to attract investors, developers and new businesses.

**The Design Committee** takes advantage of the visual opportunities inherent in the designated Main Street area by directing attention to all of its physical elements; public and private buildings, storefronts, signs, public spaces and landscaping.

**The Organization Committee** establishes consensus and cooperation by building partnerships among groups that have a stake in the designated Main Street area. This allows the Hamilton Main Street Program to provide effective, ongoing management and advocacy of the program. The committee serves as the nominating committee.

**The Economic Development Committee** strengthens the designated Main Street area's existing economic assets while diversifying its economic base.

From time to time as the need arises the Board may appoint special committees to address special needs. These committees shall be of a size, membership, and duration as determined by the Board.

### **Powers**

The Hamilton Main Street Advisory Board is empowered to hold and conduct public meetings. The Board shall be subject to provisions of the Texas Open Meeting Act, and P.I.A.

The Board shall establish the time and place of its meetings and shall post a notice of all meetings in compliance with the Texas Open Meetings Act.

### **Amendments**

These by-laws may be amended, repealed or altered in whole or in part by a majority vote of total membership of the Board, at any duly organized regular meeting of the Board.

**Original Adoption Date: February 13, 2020**



Agenda Item # 9

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action of Resolution Appointing Members to the Hamilton Main Street Advisory Board of Directors.

**Background:** The City of Hamilton Main Street Program Board of Directors will consist of eleven members appointed by City Council. The duties of the Board of Directors are to support board decisions, participate in training that pertains to board responsibilities, contribute knowledge, financial resources, or labor and serve on a committee as laid out in the Bylaws. Board members shall serve 3-year terms from January 1 – December 31. These original 11 members will draw lots to create a stagger between terms served.

**Recommendation:** Council Appoint Board Members.

**RESOLUTION # 07-20**

**A RESOLUTION BY THE CITY COUNCIL OF HAMILTON, TEXAS  
AUTHORIZING THE APPOINTMENT TO THE CITY OF HAMILTON  
MAIN STREET ADVISORY BOARD**

**WHEREAS**, the City Council of City of Hamilton, Texas is desirous of appointing members to the City of Hamilton Main Street Advisory Board; and

**WHEREAS**, it is in the best interest of the City to appoint members that have a vision and determination to serve their community.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAMILTON, TEXAS** that, Jim McInnis, Kevin Cude, Grady Hooper, Clay Tarpley, Chrissy Lane, Doug Baker, Keith Gatewood, Jim Edison, Kim Cooper, Cody Morris, and Valarie Krehmeier be appointed to the Main Street Advisory Board.

**PASSED AND APPROVED** this 13<sup>th</sup> day of February, 2020.

**CITY OF HAMILTON, TEXAS**



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The Hamilton Main Street Advisory Board is a volunteer, working board. Term of service is for three years. The board will meet once a month and committees meet at various times as needed. The Advisory Board sets the policies and workplans for the Main Street Program, projects, fund raising, design review and business support and recruitment. Each board member must serve on at least one of the following committees: Promotion, Design, or Organization. Each board member must be able and willing to commit 2 to 4 hours of their time each month and more time during events when needed.

The Board shall consist of eleven members. Any resident of Hamilton County who owns a business or property, who is employed within, or volunteers and contributes to the City of Hamilton and its Extra Territorial Jurisdiction (ETJ) shall be eligible to serve on the Board.

**Recommendation from HEDC for Main Street Board Appointments:**

Jim McInnis, Mayor

Keven Cude, Downtown Property Owner

Grady Hooper, Hospital Representative

Clay Tarpley, Hamilton ISD Representative

Chrissy Lane, Business Representative

Doug Baker, Local Banker

Keith Gatewood, Downtown Business Owner/Employee

Jim Edison, Local Historian/Hamilton County Historical Commission

Kim Cooper, Entrepreneur

Cody Morris, Council Member

Valarie Krehmeier, Community Volunteer



Agenda Item # 10

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action Approving the Racial Profiling Report from Hamilton Police Department

**Background:** Police Chief Tony Yocham will present the required Racial Profiling report.

**Recommendation:** Council Accept Report.

# Racial Profiling Report for 2019

Agency Name: Hamilton Police Department  
Reporting Date: 01/2/2020  
TECOLE Agency Number: 193201  
Chief Administrator: Anthony Yocham  
Agency Contact Information:  
Phone: 254-386-3810  
Email: chief@htxpd.com  
Mailing Address: 204 E. Main St., Hamilton, Texas 76531

## Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Hamilton Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Hamilton Police Department from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Hamilton Police Department if the individual believes that a peace officer employed by the Hamilton Police Department has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Hamilton Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Hamilton Police Department's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - a.) the race or ethnicity of the individual detained;
  - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

# Racial Profiling Report for 2019

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: by: Anthony Yocham

Chief Administrator

Hamilton Police Department Hamilton Police Department

Date: Date: 01/2/2020

Hamilton Police Department Motor Vehicle Racial Profiling Information

Total stops: 2780

Number of motor vehicle stops

Citation only: 1530

Arrest only: 1

Both:1

Race or ethnicity

Black: 63

Asian: 27

Caucasian: 2427

Hispanic: 255

Middle eastern: 1

Native American: 7

# Racial Profiling Report for 2019

Was race known ethnicity known prior to stop?

Yes: 0

No: 2780

Was a search conducted

Yes: 6

No: 2774

Was search consented?

Yes: 3

Probable cause or reasonable suspicion: 2

Inventory search performed as a result of towing: 1

Respectfully Submitted,

Anthony Yocham

Chief Of Police

# Racial Profiling Report for 2019

<b>Category</b>	
A. Total	
<b>Statistic</b>	<b>Count</b>
TOTAL STOPS	2780

<b>Category</b>	
B. Gender	
<b>Statistic</b>	<b>Count</b>
MALE	1782
FEMALE	972

<b>Category</b>	
C. Race or Ethnicity	
<b>Statistic</b>	<b>Count</b>
BLACK	63
WHITE	2427
ASIAN OR PACIFIC ISLANDER	27
HISPANIC OR LATINO	255
ALASKA NATIVE/AMERICAN INDIAN	7

<b>Category</b>	
D. Was race or ethnicity known prior to stop?	
<b>Statistic</b>	<b>Count</b>
RACE KNOWN PRIOR TO STOP	0
RACE NOT KNOWN PRIOR TO STOP	2780

<b>Category</b>	
E. Reason for Stop	
<b>Statistic</b>	<b>Count</b>
VIOLATION OF THE LAW	110
PRE-EXISTING KNOWLEDGE	3
MOVING TRAFFIC VIOLATION	2388
VEHICLE TRAFFIC VIOLATION	278

<b>Category</b>	
F. Approximate Location of Stop	
<b>Statistic</b>	<b>Count</b>
CITY STREET	2405
US HIGHWAY	127
COUNTY ROAD	0
PRIVATE PROPERTY OR OTHER	4
STATE HIGHWAY	243

<b>Category</b>	
G. Was a search conducted?	
<b>Statistic</b>	<b>Count</b>
SEARCH CONDUCTED	6
SEARCH NOT CONDUCTED	2774

<b>Category</b>	
H. Reason for Search	

<b>Statistic</b>	<b>Count</b>
CONSENT	3
CONTRABAND/EVIDENCE IN PLAIN SIGHT	0
PROBABLE CAUSE OR REASONABLE SUSPICION	2
INVENTORY SEARCH PERFORMED AS A RESULT OF TOWING	1
INCIDENT TO ARREST	0

<b>Category</b>	
I. Was contraband discovered?	
<b>Statistic</b>	<b>Count</b>
CONTRABAND DISCOVERED	4
CONTRABAND NOT DISCOVERED	2776

<b>Category</b>	
J. Description of Contraband	
<b>Statistic</b>	<b>Count</b>
DRUGS	2
CURRENCY	0
WEAPONS	1
ALCOHOL	2
STOLEN PROPERTY	0
OTHER	0

<b>Category</b>	
K. Result of the Stop	
<b>Statistic</b>	<b>Count</b>
CITATION	1530
WRITTEN WARNING	1249
VERBAL WARNING	0
INVESTIGATORY STOP	0
ARREST	0
CITATION AND ARREST	0
WRITTEN WARNING AND ARREST	0

<b>Category</b>	
L. Arrest Based On	
<b>Statistic</b>	<b>Count</b>
PENAL CODE VIOLATION	1
TRAFFIC LAW VIOLATION	0
CITY ORDINANCE VIOLATION	0
OUTSTANDING WARRANT	0



Agenda Item #11

For Council Action  
February 13, 2020

To: Honorable Mayor and city Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action Accepting the Hamilton Police Department 2019 Annual Crime Report.

**Background:** Police Chief Tony Yocham will present its annual report.

**Recommendation:** City Council Accept Report.

CITY OF HAMILTON  
POLICE  
DEPARTMENT



2019 ANNUAL  
CRIME REPORT

Anthony W. Yocham

Chief of Police

204 East Main Street Hamilton, Texas 76531

Phone: 254-386-3810

Fax: 254-386-3894

## **Acknowledgements**

*This report on Crime in Hamilton was compiled from data submitted to the Texas Department of Public Safety's Uniform Crime Reporting Section and from data generated from the Hamilton Police Department's records and calls for service.*

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## Hamilton Crime Facts at a Glance 2019

- ▶ In 2019, there were **-1150** criminal offenses reported in Hamilton. Of these, **- 155** offenses were A/B index offenses.
- ▶ During 2019, the Hamilton Police Department processed **- 207** arrests.
- ▶ Hamilton Officers cleared **- 51** number of index crimes by arrest.
- ▶ Of the property crimes reported, **- 14** were cleared by arrest.
- ▶ The value of stolen property totaled \$ **11,203**
- ▶ Hamilton Police Officers recovered \$ **88** of the property stolen for 2019.
- ▶ The number of Calls for Service received by the Police Department was **1150**
- ▶ Hamilton Officers issued **1530** traffic citations, **1249** traffic warnings

# City of Hamilton Crime Analysis

## Crime Measurements

The Hamilton Police Department participates in the National Incident Based Reporting System. NIBRS makes it possible to management and analysis crime indexes.

## Crime Index

NIBRS is the reporting of information which keeps arrest data on 24 offenses made up within the 52 Group A Offenses index crimes category. The crimes in this group are all serious by their nature or because of the frequency of their occurrence. These crimes can be categorized as violent crimes or property crimes. Violent crimes include murder, forcible rape, robbery, aggravated assault, and simple assault. Property crimes include burglary, larceny/theft, and motor vehicle theft.

*Index Crimes*

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Murder	0	0	0		
Rape	2	0	3		
Robbery	0	0	0		
Aggravated Assault	12	4	8		
Simple Assault	26	29	26		
Burglary	12	12	12		
Larceny/Theft	64	49	21		
Motor Vehicle Theft	4	4	1		
<b>Totals</b>	<b>120</b>	<b>98</b>	<b>71</b>		

### Stolen Property by Type, Value and Percent Recovered 2018

Property Type	Stolen Value	Recovered
Currency, Notes, Etc.	4,832	20
Jewelry & Precious Metals	395	NO
Clothing & Fur	3,426	33
Stolen Motor Vehicles	0	NO
Office Equipment	0	NO
Televisions, Stereos, Etc.	0	NO
Firearms	779	NO
Household Goods	320	NO
Consumable Goods	596	NO
Livestock	0	NO
Miscellaneous	855	35
<b>Total</b>	<b>11,203</b>	<b>88</b>

The total value of property stolen during 2019 in Hamilton was **\$11,203.00**.

## **Selected Index Crimes**

### **Driving While Intoxicated**

#### **Definition**

Driving While Intoxicated (DWI) is defined in the NIBRS Program as the driving or operating of any motor vehicle or common carrier while under the influence of liquor or narcotics.

#### **Volume**

Information on the number of reported crimes is not collected by the NIBRS Program for this offense. However, the number of persons arrested for this crime is collected.

The number of arrests for DWI in Hamilton in 2019 was **13**.

#### **Nature of DWI Arrest**

Any consideration of the number and rate of DWI arrests must be reconciled with the fact that many factors control the ability of law enforcement officers to detect drunken drivers. Among the significant factors which drive the DWI arrest rate are these: media coverage of the DWI problem, public awareness, availability of funds for patrol officer overtime, and the skill and training in DWI detection of officers.

## **Drug Abuse Arrests**

### **Definitions**

For NIBRS purposes, drug abuse encompasses all violations of the narcotic drug laws. These are offenses such as unlawful possession, sale, use, growing and manufacturing of narcotic drugs.

In this report, these violations are summarized to include all drug abuse arrests (grand total drug abuse), sale and manufacturing arrests, and drug possession arrests.

### **Volume**

As with all Group B non-index crimes, information on the number of reported crimes is not collected for the NIBRS program. However, the number of persons arrested for these crimes is collected.

The reported number of arrests for drug abuse violations in 2019 totaled **31**.

## Family Violence Incidents

### Definitions

The Texas Family Code defines Family Violence as an act by a member of a family or household against another member that is intended to result in physical harm, bodily injury, assault, or a threat that reasonably places the member in fear of imminent physical harm.

By definition and for the purpose of family violence reports, 'family' includes individuals related by consanguinity (blood) or affinity, marriage or former marriage, biological parents of the same child, foster children, foster parents, and members or former members of the same household (including roommates). Senate Bill 68 of the 77th Legislature amended the Family Code to include "Dating Violence". The "Dating Relationship" means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

### **Volume**

Information on the number of reported crimes is not collected for the NIBRS Program. However, the number of persons arrested for these crimes is collected.

The reported number of Family Violence arrest in 2019 totaled **17**

## Sexual Assault Crimes

### **Definitions:**

The Texas Penal Code Defines Sexual Assault as follows: A person commits an offense if the person intentionally or knowingly causes the penetration of the anus or sexual organ of another person by any means without that person's consent.

### **Volume:**

Information on the number of reported crime and arrest numbers are collected for NIBRS program.

The reported number of Sexual Assaults reported in 2019 totaled **6**

The reported number of Sexual Assault arrest in 2019 totaled **2**

## **Calls for Service in the City of Hamilton**

In 2019 the City of Hamilton Police Department answered **1150** calls for service within the City.

In 2019 the Hamilton Animal Control Unit answered **332** calls for service

In 2019 the City of Hamilton Police Department made **207** total arrest.

## Summary Of Arrest Data 2019

<b>Classification of Offenses</b>	<b>Juvenile</b>	<b>ADULT</b>	<b>TOTAL</b>
Murder and non-negligent manslaughter	0	0	0
Manslaughter by negligence	0	0	0
Forcible Rape	0	0	0
Robbery	0	0	0
Aggravated Assault	0	8	8
Burglary-Breaking & Entering	0	0	0
Larceny-Theft (except auto theft)	0	0	0
Motor Vehicle Theft	0	1	1
Other Assaults	2	18	20
Arson	0	0	0
Forgery and Counterfeiting	0	1	1
Fraud	0	0	0
Embezzlement	0	0	0
Stolen Property; Buying, Receiving, Possessing	0	3	3
Vandalism	0	0	0
Weapons, Carrying, Possessing, Etc.	0	6	6
Prostitution and Commercialized Vice	0	0	0
Sex Offenses (except for forcible rape & prostitution	0	6	6
<b>Drug Abuse Violations GRAND TOTAL</b>	<b>0</b>	<b>12</b>	<b>12</b>
<b>(1) Sale/Manufacturing SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>
Meth, Opium or Cocaine & their derivatives	0	12	12
Marijuana	0	0	0
Synthetic/Manufactured Drugs	0	0	0
Other-Dangerous non-narcotic drugs	0	0	0
<b>(2) Possession SUBTOTAL</b>	<b>0</b>	<b>20</b>	<b>20</b>
Meth, Opium or Cocaine & their derivatives	0	11	11
Marijuana	0	7	7
Synthetic/Manufactured Drugs	0	0	0
Other-Dangerous non-narcotic drugs	0	2	2
<b>Gambling TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>
Bookmaking (horse & sport book)	0	0	0
Numbers and Lottery	0	0	0
All Other Gambling	0	0	0
Offenses Against the Family and Children	0	5	5
Driving Under the Influence	0	14	14
Liquor Laws	0	2	2
Drunkenness	0	4	4
Disorderly Conduct	0	9	9
Vagrancy	0	0	0
All Other Offenses	0	98	98
Curfew and Loitering	0	0	0
Runaways	0	0	0
<b>TOTAL</b>	<b>2</b>	<b>205</b>	<b>207</b>

## Appendices

### NIBRS Reporting Offenses

Offenses in NIBRS Reporting are divided into two groups designated as Group A (index crimes) and Group B (non-index crimes) offenses. Offense and arrest information is reported for Group A and B offenses, while only arrest information is reported for Group A offenses.

#### Group A Offenses

**Criminal Homicide** - (a) Murder and Non negligent Manslaughter: All willful felonious homicides as distinguished from deaths caused by negligence. Excluded are attempts to kill, assaults, to kill suicides, accidental deaths and justifiable homicides. Justifiable homicides are limited to: the killing of a person by a law enforcement officer in the line of duty; and the killing of a person in the act of committing a felony by a private citizen; (b) Manslaughter by negligence: any death which the police investigation established was primarily attributable to gross negligence of some individual other than the victim.

#### **Murder and Non-Negligent Manslaughter –**

The willful (non-negligent) killing of one human being by another. This includes any death due to injuries received in a fight, argument, quarrel, assault, or commission of a crime. Suicides, accidental deaths, assaults to murder, traffic fatalities and attempted murders are not included.

**Justifiable Homicide** - The killing of a person by a law enforcement officer in the line of duty; or the killing (during the commission of a felony) of a felon by a private citizen.

**Manslaughter by Negligence** - The killing of another person through gross negligence.

**Forcible Rape** - The carnal knowledge of a female forcibly and against her will.

**Robbery** - The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

**Aggravated Assault** - An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault is usually accompanied by the use of a weapon or by means likely to produce death or great bodily harm.

**Simple Assault** - An unlawful attack by one person upon another for the purpose of inflicting bodily injury or an attempt to cause fear or intimidation to gain control over another.

**Burglary** - The unlawful entry of a structure to commit a felony or theft. This includes breaking and entering with intent to commit a larceny; housebreaking; safe cracking; and all attempts at these offenses.

**Larceny/Theft** - The unlawful taking, carrying, leading, or riding away of property from the possession or constructive possession of another. This includes pocket-picking, purse-snatching, shoplifting, theft from motor vehicles, theft of motor vehicle parts and accessories, theft from coin-operated machines, theft of bicycles, theft from buildings, and all thefts that don't fit into the above-mentioned categories.

**Motor Vehicle Theft** - The theft or attempted theft of a motor vehicle, which is defined as a self-propelled vehicle that runs on land.



Agenda Item #12

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council

From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action Accepting the Hotel & Motel Occupancy Tax Financial Report for 4th Quarter 2019 and Related Reports. (Hamilton Chamber of Commerce).

**Background:** Kim Hinton of the Chamber will present the report.

**Recommendation:** Council approve.

**HOTEL & MOTEL OCCUPANCY TAX**  
**2019 4th quarter**  
**CITY COUNCIL MEETING**  
**14-Nov-19**

DESCRIPTION	Jan-Mar 2019	April-June 2019	July- Sept 2019	Oct-Dec 2019	Fiscal YTD	2019 BUDGET	% OF BUDGET
<b>Revenue</b>							
<b>Occupancy Tax</b>	\$2,371.65	\$8,429.73	\$6,015.70	\$6,436.17	\$23,253.25	\$ 26,000.00	89%
<b>Total Revenue</b>					<b>\$ 23,253.25</b>	<b>\$ 26,000.00</b>	<b>89%</b>
<b>Expenses</b>							
Membership Dues						\$ 500.00	0%
Salaries	\$500.00	\$500.00		\$1,000.00	\$2,000.00	\$ 2,000.00	8%
Marketing, Solicitation, Promo	\$2,029.99	\$1,849.25	\$9,494.75	\$550.00	\$13,923.99	\$ 12,000.00	54%
Travel/Continuing Education/ Conference	\$0.00					\$ 1,000.00	0%
Website	\$0.00					\$ 1,000.00	0%
Festivals-Promotion of the Arts	\$0.00	\$2,500.00			\$2,500.00	\$ 8,000.00	10%
Historical	\$0.00					\$ 500.00	0%
Miscellaneous	\$0.00	\$26.16			\$26.16	\$ 1,000.00	0%
<b>Total Expenses</b>	<b>\$ 2,529.99</b>	<b>\$4,875.41</b>	<b>\$9,494.75</b>	<b>\$ 1,550.00</b>	<b>\$18,450.15</b>	<b>\$ 26,000.00</b>	<b>71%</b>
<b>Excess Revenues/(Expenses)</b>							
Beginning Cash Balance	\$ 2,917.37	\$ 2,759.03	\$ 5,613.35	\$ 2,134.30			
Plus Revenues:	\$ 2,371.65	\$ 8,429.73	\$6,015.70	\$ 6,436.17			
Less Expenses:	\$ 2,529.99	\$4,875.41	\$9,494.75	\$ 1,550.00			
<b>Ending Cash Balance</b>	<b>\$ 2,759.03</b>	<b>\$5,613.35</b>	<b>\$2,134.30</b>	<b>\$ 7,020.47</b>			
<b>Hamilton Inn</b>		<b>Budget Inn</b>	<b>Western Inn</b>	<b>Amwell House</b>			
\$1,171.80		<b>1,518.29</b>	<b>\$806.72</b>				
\$1,843.03		<b>2,198.53</b>	<b>\$387.99</b>				
<b>\$1,633.80</b>		\$2,605.69	<b>476.94</b>				
			\$592.50				
			<b>496.80</b>				
			<b>\$571.67</b>				
			\$675.98				
			\$766.96				
			\$531.20				
			\$1,399.26				

		<b>\$1,096.70</b>					
		797.42					
		<b>806.72</b>					

**QUARTERLY & YEAR-TO-DATE REPORT  
HOTEL & MOTEL OCCUPANCY TAX  
2005 BUDGET  
March 31, 2005**

	2005
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Agenda Item #13

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and./or Action Accepting the Hamilton Economic Development Corporation Quarterly Financials and Related Reports

**Background:** The Hamilton EDC will present a financial report to Council.

**Recommendation:** Council accept report.

Hamilton EDC  
Balance Sheet  
As of December 31, 2019

	<u>Oct 31, 19</u>	<u>Nov 30, 19</u>	<u>Dec 31, 19</u>
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
100 Bancorp South-Checking			
Restricted Cash-Thompson Funds	114,119.17	114,119.17	113,594.67
100 Bancorp South-Checking - Other	119,370.20	122,913.34	128,209.54
Total 100 Bancorp South-Checking	<u>233,489.37</u>	<u>237,032.51</u>	<u>241,804.21</u>
102 · Bancorp South - CD 100136825	149,790.28	150,639.78	150,639.78
103 · Mills County State Bk-CD 162565	105,029.60	105,246.68	105,246.68
105 · Bancorp South - CD 100141001	61,644.09	61,993.69	61,993.69
106 · Bankcorp South-CD92600011875703	101,118.86	101,692.33	101,692.33
Total Checking/Savings	<u>651,072.20</u>	<u>656,604.99</u>	<u>661,376.69</u>
Total Current Assets	<u>651,072.20</u>	<u>656,604.99</u>	<u>661,376.69</u>
Fixed Assets			
Buildings & Improvements			
Less-Bldg & Imp Accm Depr	-873.95	-998.80	-1,123.65
Buildings & Improvements - Other	44,945.65	44,945.65	44,945.65
Total Buildings & Improvements	<u>44,071.70</u>	<u>43,946.85</u>	<u>43,822.00</u>
Land	90,901.32	90,901.32	90,901.32
Land Improvements			
Less-Land Imp Accm Depr	-350.00	-400.00	-450.00
Land Improvements - Other	8,999.23	8,999.23	8,999.23
Total Land Improvements	<u>8,649.23</u>	<u>8,599.23</u>	<u>8,549.23</u>
Total Fixed Assets	<u>143,622.25</u>	<u>143,447.40</u>	<u>143,272.55</u>
Other Assets			
Notes Receivable - Forgivable			
N/R-The Robin's Nest	30,000.00	30,000.00	30,000.00
N/R Pederson Natural Farms Inc	150,000.00	150,000.00	150,000.00
Total Notes Receivable - Forgivable	<u>180,000.00</u>	<u>180,000.00</u>	<u>180,000.00</u>
Total Other Assets	<u>180,000.00</u>	<u>180,000.00</u>	<u>180,000.00</u>
<b>TOTAL ASSETS</b>	<u><u>974,694.45</u></u>	<u><u>980,052.39</u></u>	<u><u>984,649.24</u></u>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Accounts Payable	0.00	600.00	250.00
Total Other Current Liabilities	<u>0.00</u>	<u>600.00</u>	<u>250.00</u>
Total Current Liabilities	<u>0.00</u>	<u>600.00</u>	<u>250.00</u>
Total Liabilities	<u>0.00</u>	<u>600.00</u>	<u>250.00</u>
Equity			
Restricted Net Assets-Thompson	257,741.42	257,741.42	257,741.42
3900 · Net Assets	710,765.02	710,765.02	710,765.02
Net Income	6,188.01	10,945.95	15,892.80
Total Equity	<u>974,694.45</u>	<u>979,452.39</u>	<u>984,399.24</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>974,694.45</u></u>	<u><u>980,052.39</u></u>	<u><u>984,649.24</u></u>

Hamilton EDC  
Statement of Change in Net Assets  
For the Quarter Ending December 31, 2019

	Oct 19	Nov 19	Dec 19	Oct 2019 thru Dec 2019	Annual Budget	Target 25%
<b>Income</b>						
Interest Earned	0.00	1,989.65	0.00	1,989.65	3,500.00	56.85%
Marketing Income	0.00	25.25	25.75	51.00	0.00	100.00%
Donations	0.00	0.00	0.00	0.00	0.00	0.00%
Sales Tax	16,553.71	22,031.48	20,642.16	59,227.35	199,000.00	29.76%
<b>Total Income</b>	<u>16,553.71</u>	<u>24,046.38</u>	<u>20,667.91</u>	<u>61,268.00</u>	<u>202,500.00</u>	<u>30.26%</u>
<b>Expense</b>						
Business Retention and Expansion	0.00	145.00	210.00	355.00	4,000.00	8.88%
Conferences	1,196.35	1,556.83	0.00	2,753.18	8,000.00	<b>34.42%</b>
Consulting	250.00	250.00	250.00	750.00	10,000.00	7.50%
Depreciation	174.85	174.85	174.85	524.55	0.00	<b>100.00%</b>
Development Projects	1,497.50	10,448.61	8,204.13	20,150.24	670,500.00	3.01%
Dues	350.00	0.00	0.00	350.00	2,500.00	14.00%
Executive Director	4,153.86	4,153.86	4,153.86	12,461.58	60,000.00	20.77%
Furniture & Equipment	208.00	79.00	79.00	366.00	4,000.00	9.15%
Insurance	175.00	175.00	410.55	760.55	3,500.00	21.73%
Legal Fees	0.00	0.00	0.00	0.00	10,000.00	0.00%
Maintenance	0.00	0.00	0.00	0.00	500.00	0.00%
Meetings	0.00	73.62	484.27	557.89	2,500.00	22.32%
Office Rent	350.00	350.00	350.00	1,050.00	4,200.00	25.00%
Payroll Expense	1,089.98	1,089.98	1,089.98	3,269.94	20,000.00	16.35%
Secretarial Support	121.62	0.00	0.00	121.62	20,000.00	0.61%
Supplies	237.30	87.23	181.62	506.15	1,800.00	<b>28.12%</b>
Telephone	132.92	132.80	132.80	398.52	3,000.00	13.28%
Travel & Transportation	428.32	571.66	0.00	999.98	3,000.00	<b>33.33%</b>
Utilities	0.00	0.00	0.00	0.00	0.00	0.00%
<b>Total Expense</b>	<u>10,365.70</u>	<u>19,288.44</u>	<u>15,721.06</u>	<u>45,375.20</u>	<u>827,500.00</u>	<u>5.48%</u>
<b>Change in Net Assets</b>	<u>6,188.01</u>	<u>4,757.94</u>	<u>4,946.85</u>	<u>15,892.80</u>	<u>-625,000.00</u>	<u>-2.54%</u>
<b>Net Assets, Beginning of Period</b>				968,506.44	968,506.44	
<b>Net Assets, End of Period</b>				984,399.24	343,506.44	



Agenda Item #14

For Council Action  
February 13, 2020

To: Honorable Mayor and City Council  
From: Ryan Polster, Interim City Administrator

**Subject:** Consideration and/or Action of Resolution Approving Appointment of City Administrator/City Secretary.

**Background:** The City Administrator for the City of Hamilton resigned on November 1, 2019 leaving the position to be filled temporarily by the City Secretary. The position does not have to be advertised if filled by the City Council Appointed Interim. The Council should fill the position by appointment or request applications for the open position.

**Recommendation:** Council give direction to fill the City Administrator position.

**RESOLUTION # 08-20**

**APPOINTING CITY ADMINISTRATOR**

**WHEREAS**, the City of Hamilton, Texas is a local government of the State of Texas and the City Council finds it necessary to appoint a City Administrator; and

**WHEREAS**, the City Council of the City of Hamilton, Texas has established the office of City Administrator by ordinance to serve at the will of the City Council.

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That Ryan W. Polster is hereby appointed to serve as City Administrator.

The Resolution is hereby introduced and adopted by a majority of the City Council members of the City of Hamilton, Texas at its regular meeting held on February 13, 2020.

CITY OF HAMILTON, TEXAS

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Mayor, Jim McInnis

ATTESTED:

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City Secretary, Ryan W. Polster



# Administrator's Monthly Report

The City Administrator's monthly report is presented in an informational format for Council inquiry. The following report is not for Council action, and is not posted as such.

Generally, the following items are part of the report and may be presented by the respective Department Heads at the request of the Administrator: Public Works (Streets and Equipment), Utilities (Water/Sewer), Parks, Police, Code Enforcement/Permits, Municipal Court, and Airport.

# Hamilton Police Department

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**Chief of Police – Anthony Yocham**

204 East Main Street Hamilton TX 76531

Phone: 254.386.3810 Fax: 254.386.3894

chief@htxpd.com



## Hamilton Police Department Monthly Statistics:

Sir,

Attached please find the January 2020 statistics for the Hamilton Police Department to be presented to the Hamilton City Council on Thursday, February 13, 2020.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tony Yocham".

Tony Yocham  
Chief of Police  
Hamilton, Texas

Tony Yocham  
Chief of Police  
Hamilton, Texas

# Department Incident Activity Report

Date Reported: **01/01/2020 - 01/31/2020** | Show Subclasses: **True**



**Hamilton Police Department**  
 204 East Main Street  
 Hamilton, TX. 76531  
 Emergency: 911 / 254-386-8128  
 Admin Only: 254-386-3805  
 Fax: 254-386-3894  
 hpd@htxpd.com

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
<b>AGENCY ASSIST</b>	<b>2</b>		<b>2</b>				<b>2</b>	<b>100.0</b>
Assist Other Agency	2		2				2	100.0
<b>ALARM</b>	<b>2</b>		<b>2</b>				<b>2</b>	<b>100.0</b>
Burglary Alarm	1		1				1	100.0
Residential Alarm	1		1				1	100.0
<b>ANIMAL PROBLEM</b>	<b>8</b>		<b>8</b>				<b>8</b>	<b>100.0</b>
Animal Attack	1		1				1	100.0
Animal Ordinance Violation	2		2				2	100.0
Estray	4		4				4	100.0
Other Animal Calls	1		1				1	100.0
<b>ASSAULT</b>	<b>4</b>		<b>4</b>	<b>1</b>			<b>2</b>	<b>50.0</b>
Simple Assault	4		4	1			2	50.0
<b>CIVIL PROBLEM</b>	<b>1</b>		<b>1</b>				<b>1</b>	<b>100.0</b>
Civil Dispute	1		1				1	100.0
<b>CONTROLLED SUBSTANCE</b>	<b>2</b>		<b>2</b>				<b>1</b>	<b>50.0</b>
Amphetamine, Manufacture	1		1				0	0.0
Marijuana, Possession	1		1				1	100.0
<b>FAMILY DISTURBANCE</b>	<b>3</b>		<b>3</b>				<b>3</b>	<b>100.0</b>
Family Disturbance	1		1				1	100.0
Verbal Argument	2		2				2	100.0
<b>FRAUD</b>	<b>1</b>		<b>1</b>				<b>1</b>	<b>100.0</b>
Fraud, Swindle	1		1				1	100.0
<b>HARASSMENT</b>	<b>1</b>		<b>1</b>				<b>0</b>	<b>0.0</b>
Electronic Communication	1		1				0	0.0
<b>HEALTH/SAFETY</b>	<b>2</b>		<b>2</b>	<b>1</b>			<b>1</b>	<b>50.0</b>
Drugs, Health Or Safety	1		1				0	0.0
Health Or Safety Other	1		1	1			1	100.0
<b>JUVENILE PROBLEM</b>	<b>1</b>		<b>1</b>				<b>0</b>	<b>0.0</b>
Juvenile Problem	1		1				0	0.0
<b>JUVENILE PROBLEM</b>	<b>1</b>		<b>1</b>				<b>1</b>	<b>100.0</b>
Other Problem	1		1				1	100.0
<b>MISCELLANEOUS</b>	<b>8</b>		<b>8</b>				<b>8</b>	<b>100.0</b>
DRUG EQUIPMENT	1		1				1	100.0
Miscellaneous Incidents	7		7				7	100.0
<b>MISSING PERSON</b>	<b>1</b>		<b>1</b>				<b>1</b>	<b>100.0</b>
Missing Child	1		1				1	100.0

<b>OBSTRUCT POLICE</b>	<b>3</b>		<b>3</b>	<b>3</b>			<b>3</b>	<b>100.0</b>
Obstruct Criminal Investigation	1		1	1			1	100.0
Resisting/Interfering W/Police	2		2	2			2	100.0
<b>PROPERTY</b>	<b>1</b>		<b>1</b>				<b>1</b>	<b>100.0</b>
Lost Property	1		1				1	100.0
<b>PUBLIC PEACE</b>	<b>2</b>		<b>2</b>				<b>2</b>	<b>100.0</b>
Disorderly Conduct	2		2				2	100.0
<b>SECURITY CHECK</b>	<b>1</b>		<b>1</b>				<b>1</b>	<b>100.0</b>
Business Check	1		1				1	100.0
<b>SUSPICIOUS</b>	<b>5</b>		<b>5</b>				<b>4</b>	<b>80.0</b>
Suspicious Activity	4		4				4	100.0
Suspicious Person	1		1				0	0.0
<b>THEFT</b>	<b>2</b>		<b>2</b>				<b>1</b>	<b>50.0</b>
Larceny, From Vehicle	1		1				0	0.0
Larceny, From Yard/Land	1		1				1	100.0
<b>THREATS</b>	<b>2</b>		<b>2</b>	<b>1</b>		<b>1</b>	<b>2</b>	<b>100.0</b>
Threat-Terrorist/State Offenses	2		2	1		1	2	100.0
<b>TRAFFIC (CRIMINAL VIOLATION)</b>	<b>4</b>		<b>4</b>				<b>3</b>	<b>75.0</b>
Criminal Traffic Violation	4		4				3	75.0
<b>TRAFFIC ACCIDENT</b>	<b>6</b>		<b>6</b>				<b>3</b>	<b>50.0</b>
Hit/Run, Vehicle Damg	1		1				0	0.0
Traffic Accident, Vehicle Damage	5		5				3	60.0
<b>TRESPASSING</b>	<b>3</b>		<b>3</b>				<b>2</b>	<b>66.7</b>
Trespassing, Private Property	3		3				2	66.7
<b>WARRANT</b>	<b>2</b>		<b>2</b>	<b>1</b>			<b>2</b>	<b>100.0</b>
Out Of County-Felony	2		2	1			2	100.0
<b>Event Totals</b>	<b>68</b>	<b>0</b>	<b>68</b>	<b>7</b>	<b>0</b>	<b>1</b>	<b>55</b>	<b>80.9</b>

# Hamilton Police Department

## January 2020, Arrests

### Total Arrests: 6

01/02/2020, Bedell, Erika, F, 46, OOC Warrants X 2, Theft \$2500>\$30,000, 200002, Officer 2156

01/07/2020, Mitchell, Christina, F, 25, Assault W/Bod. Inj. Family Violence, 200011, Officer 2156

01/09/2020, Reisinger, Donna, F, 41, OOC Warrant, Poss. CS PG1 1g>4g, 200018, Officer 2152

01/16/2020, Munoz-Martinez, Joe, M, 24, POCS PG1 >1g, 200032, Officer 2153, Asst. By Department.

01/21/2020, Mitchell, Christina, F, 25, Terroristic Threat / Household, Resist Arrest, Evading on Foot, Fail to ID to Police Officer, 200040, 200041, 200042, 200043, Officer 2152

01/30/2020, Dania Roberts, F, 21, Possess. Marij. >2oz, 190948, Officer 2156

# Hamilton Police Department

## January 2020

### Activity Report

#### Traffic Enforcement:

Smallridge # 2152	1 Stop	1 Citation	0 Warnings
Tenboer # 2152:	32 Stops	17 Citations	15 Warnings
Stubbs # 2154:	18 Stops	8 Citations	10 Warnings
Silva # 2155:	65 Stops	42 Citations	23 Warnings
Rosenthal # 2156:	13 Stops	3 Citations	10 Warnings
Total:	129 Stops	54 Citations	75 Warnings

Arrests from Traffic Stops: 2, Cases 200002, and 190948, Officer 2156 For Both Cases.

#### Daily Activity Logs:

Stubbs # 2154	Days Worked 15	Logs 14
Silva # 2158	Days Worked 16	Logs 16
Rosenthal # 2156	Days Worked 16	Logs 13
Bradshaw # 2158	Days Worked 18	Logs 18

Monthly Arrests:	6
Tenboer # 2152	2 Arrests
Schraub # 2153	1 Arrests
Rosenthal # 2156	3 Arrests

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# Hamilton Police Department

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**Chief of Police – Anthony Yocham**

204 East Main Street Hamilton TX 76531

Phone: 254.386.3810 Fax: 254.386.3894

chief@htxpd.com



## Cases Filed in January 2020

District Attorney:

200032—POCS PG1 u/1g

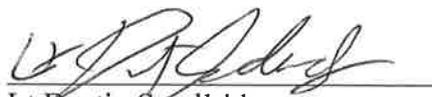
Total: 1

County Attorney:

191113---Assault FV  
191085---DWLI w/previous conviction  
190566---DWLI w/previous conviction  
191032---Unlawful Restraint  
191031—Assault CBI-FV  
200043---Resist Arrest  
200042---Failed to ID  
200041---Evading Arrest or Detention  
200040---Terroristic Threats  
182496---DWLI w/previous conviction  
200011---Assault CBI-FV  
190139---DWLI  
191128---DWI  
191137---DWLI  
191118---DWI w/open container

Total: 15

**Total Case Filed in January 2020: 16**

  
Lt. Dustin Smallridge

# Hamilton Police Department

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**Chief of Police – Anthony Yocham**

204 East Main Street Hamilton TX 76531

Phone: 254.386.3810 Fax: 254.386.3894

chief@htxpd.com



## Monthly Report

January 2020:

200032—Cocaine 0.2 g  
200056—Marijuana 0.071 oz  
200046—Methamphetamine 12 g  
200046—Marijuana 0.105 oz  
200046—Unknown pills 4 units  
200046—Burprenophine/Nloxone 3 units  
200032—Smith & Wesson 40 cal

Total intake for January 2020:

Marijuana- 0.176 ounces  
Unknown dangerous drugs pills—7 units  
Cocaine—0.2 g  
Methamphetamine—12 g  
Heroin—0  
Money-0  
Guns-1

A handwritten signature in black ink, appearing to read "Dustin Smallridge", is written over a horizontal line.

Lt. Dustin Smallridge

# January 2020 Evidence Report

## Guns:

<u>CASE #</u>	<u>TAG #</u>	<u>MAKE</u>	<u>LOCATION</u>
200032	20017791	Smith and Wesson	9

## Money:

<u>CASE #</u>	<u>TAG #</u>	<u>AMOUNT</u>	<u>LOCATION</u>
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## Drugs/Narcotics:

<u>CASE #</u>	<u>TAG #</u>	<u>TYPE</u>	<u>AMOUNT</u>	<u>LOCATION</u>
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See January 2020 intake report

# Arrest Report

Date Reported Range: **01/01/2020 - 01/31/2020**



**Hamilton Police Department**  
204 East Main Street  
Hamilton, TX. 76531  
Emergency: 911 / 254-386-8128  
Admin Only: 254-386-3805  
Fax: 254-386-3894  
hpd@htxpd.com

Classification	Number of Arrests
ASSAULT	1
HEALTH/SAFETY	1
OBSTRUCT POLICE	3
THREATS	1
WARRANT	2
<b>Total Arrests: 8</b>	

# Citation Report

Date Reported: **01/01/2020 - 01/31/2020**



**Hamilton Police Department**  
 204 East Main Street  
 Hamilton, TX, 76531  
 Emergency: 911 / 254-386-8128  
 Admin Only: 254-386-3805  
 Fax: 254-386-3894  
 hpd@htxpd.com

Citation No	Date Cited	Cited By	Violation
C10014	01/01/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10016	01/01/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10017	01/01/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10018	01/01/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10015	01/01/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10013	01/01/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9851	01/02/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9850	01/02/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9849	01/02/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9853	01/02/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9855	01/03/2020	SILVA, RENE	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10061	01/04/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10060	01/04/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9859	01/04/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9857	01/04/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9856	01/04/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10063	01/05/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9872	01/03/2020	STUBBS, JAY E	22.01(A)(3) - ASSAULT BY CONTACT (CRIMINAL VIOL)
C9873	01/04/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9876	01/06/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9965	01/02/2020	ROSENTHAL, DAVID	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W9854	01/03/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

			STATUTE)
W9875	01/05/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9848	01/02/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9852	01/02/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9858	01/04/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10062	01/04/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10064	01/05/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9874	01/04/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9966	01/02/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9964	01/02/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9969	01/07/2020	ROSENTHAL, DAVID	481.125 HSC - POSS DRUG PARAPHERNALIA (CRIMINAL VIOL)
C9967	01/06/2020	ROSENTHAL, DAVID	601.191 - Failed to Maintain Financial Responsibility (No Liab. Ins.) (CRIMINAL VIOL)
C10019	01/06/2020	TENBOER, DEVIN LARRY	521.457 - DRIVING WHILE LIC INVALID (CRIMINAL VIOL)
W9968	01/06/2020	ROSENTHAL, DAVID	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
C10025	01/08/2020	TENBOER, DEVIN LARRY	SEC. 6-113 - RUNNING AT LARGE PROHIBITED (ORDINANCE VIOLATION)
C9970	01/07/2020	ROSENTHAL, DAVID	545.415 - BACKING A VEHICLE (TRAFFIC VIOL-STATUTE)
C10020	01/07/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10021	01/07/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
W10022	01/07/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9877	01/08/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10026	01/08/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10024	01/08/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10023	01/07/2020	TENBOER, DEVIN LARRY	521.021 - Driver License Required (No DL) (TRAFFIC VIOL-STATUTE)
C10027	01/09/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10028	01/13/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10029	01/13/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10074	01/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10075	01/12/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

C10069	01/11/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10068	01/11/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10071	01/11/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10065	01/10/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9090	01/09/2020	SMALLRIDGE, DUSTIN	
W10030	01/13/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9972	01/12/2020	ROSENTHAL, DAVID	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W9971	01/12/2020	ROSENTHAL, DAVID	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W10072	01/12/2020	SILVA, RENE	545.151 - Disregarded Stop Sign (TRAFFIC VIOL-STATUTE)
W10073	01/12/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10076	01/12/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10067	01/11/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10070	01/11/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10066	01/10/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9880	01/19/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9878	01/19/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10087	01/19/2020	SILVA, RENE	6-108 - CITY TAGS REQUIRED-DOGS (ORDINANCE VIOLATION)
C10083	01/19/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10084	01/19/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10085	01/19/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10086	01/19/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10082	01/19/2020	SILVA, RENE	6-108 - CITY TAGS REQUIRED-DOGS (ORDINANCE VIOLATION)
C10077	01/18/2020	SILVA, RENE	521.457 - DRIVING WHILE LIC INVALID (CRIMINAL VIOL)
C10079	01/18/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10034	01/15/2020	TENBOER, DEVIN LARRY	SEC. 6-113 - RUNNING AT LARGE PROHIBITED (ORDINANCE VIOLATION)
C10033	01/15/2020	TENBOER, DEVIN LARRY	SEC. 6-113 - RUNNING AT LARGE PROHIBITED (ORDINANCE VIOLATION)
C10035	01/15/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10032	01/15/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

W10031	01/15/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10081	01/18/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10080	01/18/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10078	01/18/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9879	01/19/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10037	01/20/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10036	01/20/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10038	01/20/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10039	01/21/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10040	01/21/2020	TENBOER, DEVIN LARRY	601.371 (d) - DRIVING W/VEH REGISTRATION SUSPENDED (CRIMINAL VIOL)
C10044	01/27/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10045	01/27/2020	TENBOER, DEVIN LARRY	521.021 - Driver License Required (No DL) (TRAFFIC VIOL-STATUTE)
C9883	01/23/2020	STUBBS, JAY E	601.191 - Failed to Maintain Financial Responsibility (No Liab. Ins.) (CRIMINAL VIOL)
C10109	01/26/2020	SILVA, RENE	481.125 HSC - POSS DRUG PARAPHERNALIA (CRIMINAL VIOL)
C10105	01/26/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10099	01/26/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10100	01/26/2020	SILVA, RENE	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10101	01/26/2020	SILVA, RENE	545.157 - Passing Authorized Emergency Vehicle (TRAFFIC VIOL-STATUTE)
C10102	01/26/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10103	01/26/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10104	01/26/2020	SILVA, RENE	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10095	01/25/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10094	01/25/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10092	01/25/2020	SILVA, RENE	6687b(13) - FAIL TO DISPLAY DRIVERS LICENSE 3RD (CRIMINAL VIOL)
C10093	01/25/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10091	01/24/2020	SILVA, RENE	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)

C10088	01/24/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10089	01/24/2020	SILVA, RENE	
C9882	01/23/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9881	01/22/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9884	01/27/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10042	01/27/2020	TENBOER, DEVIN LARRY	545.151 - Disregarded Stop Sign (TRAFFIC VIOL-STATUTE)
W10043	01/27/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9973	01/26/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10106	01/26/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10107	01/26/2020	SILVA, RENE	6687b(13) - FAIL TO DISPLAY DRIVERS LICENSE 3RD (CRIMINAL VIOL)
W10108	01/26/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10097	01/26/2020	SILVA, RENE	545.151 - Disregarded Stop Sign (TRAFFIC VIOL-STATUTE)
W10098	01/26/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10096	01/25/2020	SILVA, RENE	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W10090	01/24/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10041	01/21/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10046	01/28/2020	TENBOER, DEVIN LARRY	SEC. 6-113 - RUNNING AT LARGE PROHIBITED (ORDINANCE VIOLATION)
C10047	01/28/2020	TENBOER, DEVIN LARRY	42.01(a)(1) - Disorderly Conduct (CRIMINAL VIOL)
W9885	01/28/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9975	01/29/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9974	01/29/2020	ROSENTHAL, DAVID	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W10048	01/29/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10049	01/29/2020	TENBOER, DEVIN LARRY	
C10113	01/31/2020	SILVA, RENE	502.404 - Operation of Vehicle without License Plate (TRAFFIC VIOL-STATUTE)
C10114	01/31/2020	SILVA, RENE	11.04 - MUST DISPLAY PERMIT (CRIMINAL VIOL)
C10112	01/30/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10110	01/30/2020	SILVA, RENE	545.151 - Disregarded Stop Sign (TRAFFIC VIOL-STATUTE)
C10111	01/30/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9889	01/31/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-

W9888	01/31/2020	STUBBS, JAY E	STATUTE) 545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9887	01/31/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9886	01/31/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9977	01/30/2020	ROSENTHAL, DAVID	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W9976	01/30/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
<b>Total: 137</b>			

# CITY OF HAMILTON

## POLICE DEPARTMENT

### Animal Control Monthly Report

January 2020

Number of calls: 22

Number of Reports taken: 15

Animal bites investigated: 0

Animals impounded (dogs & cats): 8

Animals reclaimed by owners: 6

Animals adopted: 0

Current shelter population: 4

Animal Control citations issued: 1

In Person: 1

Certified Mail: 0

Animal Control warnings issued

2160 Van Every

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ANIMAL CONRTOL OFFICER

**JANUARY 2020**

# MUNICIPAL COURT REPORT

State \$7312.99

Collection Fees MVBA \$801.94

City \$9010.39

OMNI \$229.01

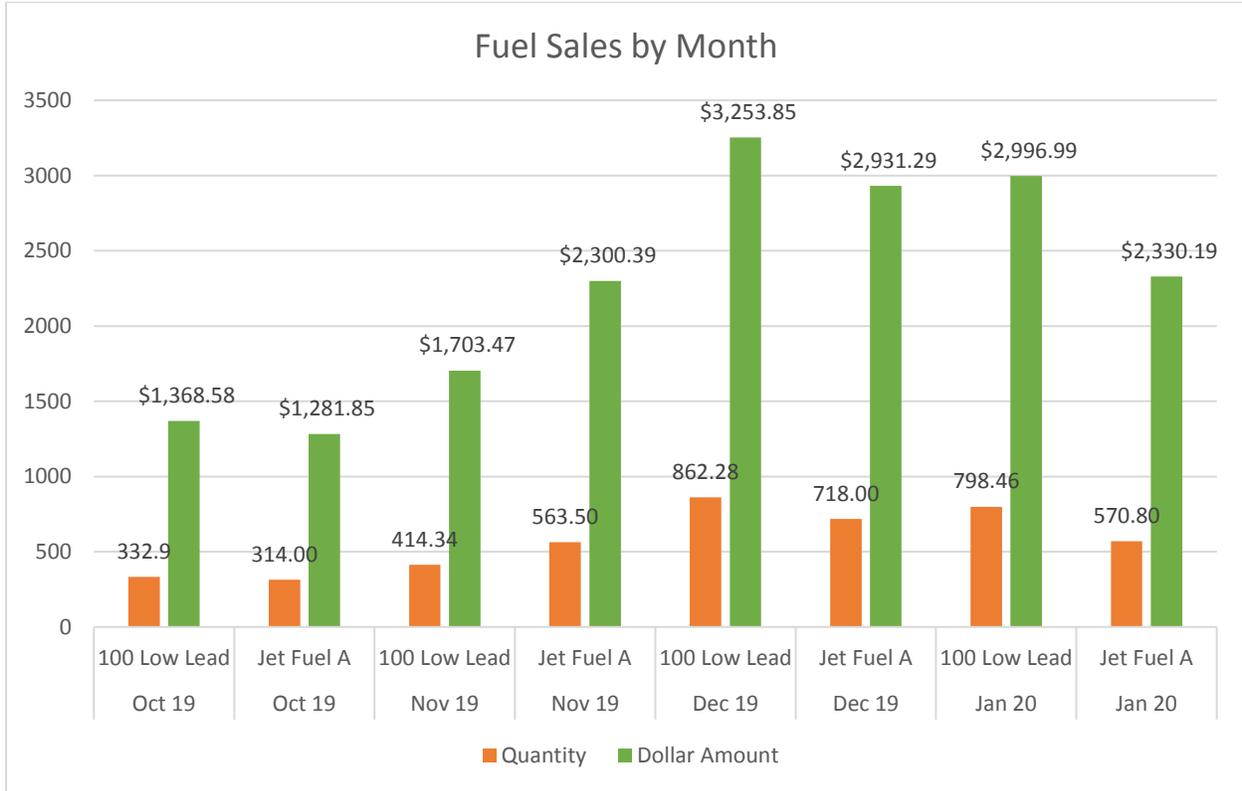
CITATIONS/CHARGES FILED IN MUNICIPAL COURT JANUARY 2020.

<b>Speeding over limit</b>	<b>50</b>
<b>Fail to Yield ROW</b>	<b>1</b>
<b>Fail Maintain Financial Responsibility</b>	<b>6</b>
<b>Expired MVR</b>	<b>9</b>
<b>Failure to Appear</b>	<b>13</b>
<b>Assault by Contact</b>	<b>1</b>
<b>Possession of Drug Paraphernalia</b>	<b>2</b>
<b>Backed Without Safety</b>	<b>1</b>
<b>Disregard Stop Sign</b>	<b>2</b>
<b>Dog Allowed to Run at Large</b>	<b>6</b>
<b>Fail Display Registration</b>	<b>1</b>
<b>Driving while license invalid</b>	<b>1</b>
<b>No Tail Lights Motor Vehicle or Trailer</b>	<b>1</b>
<b>Expired DL</b>	<b>1</b>
<b>Fail Change Address on DL</b>	<b>3</b>
<b>Operate vehicle/tra w/o license plate w/one plate</b>	<b>1</b>
<b>No Rabies Vaccination</b>	<b>2</b>
<b>No City Dog Tag Issued</b>	<b>2</b>
<b>Driving without valid DL</b>	<b>2</b>
<b>Parked/Stopped on Roadway</b>	<b>1</b>
<b>Fail Display DL upon Request</b>	<b>1</b>
<b>Fail to Yield ROW Emergency Vehicle</b>	<b>1</b>
<b>Total</b>	<b>108</b>



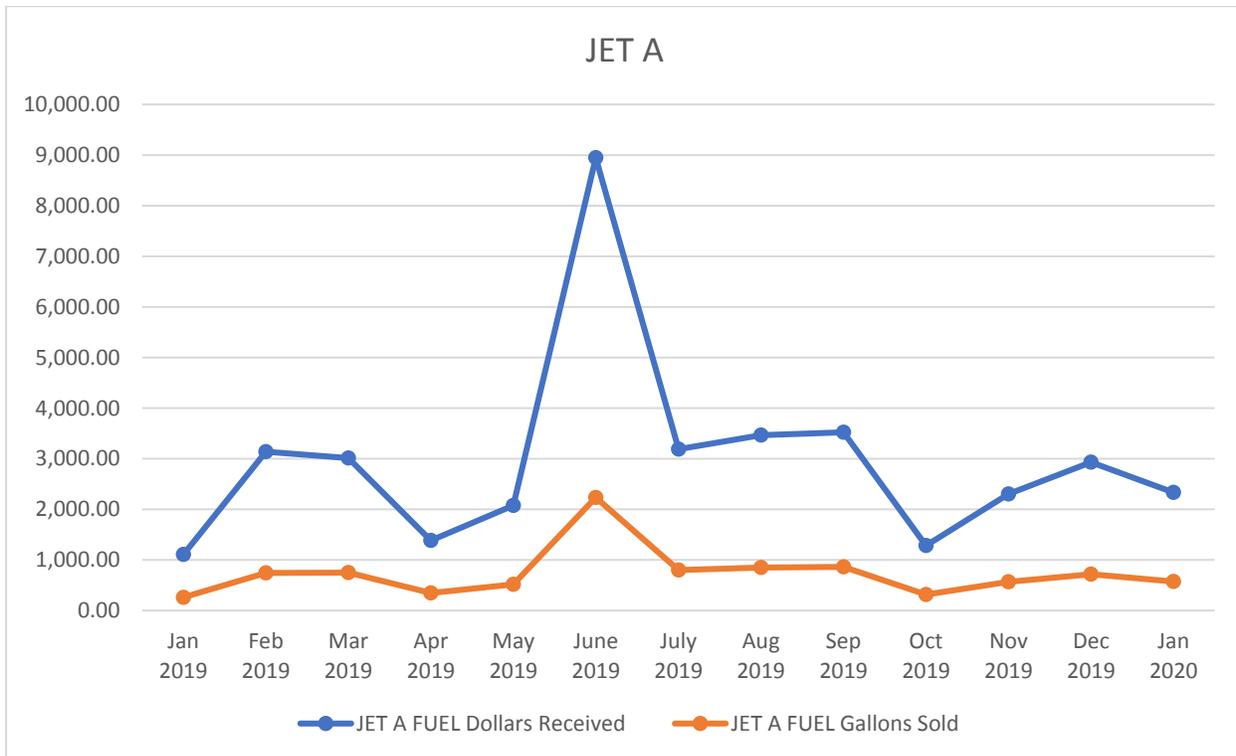
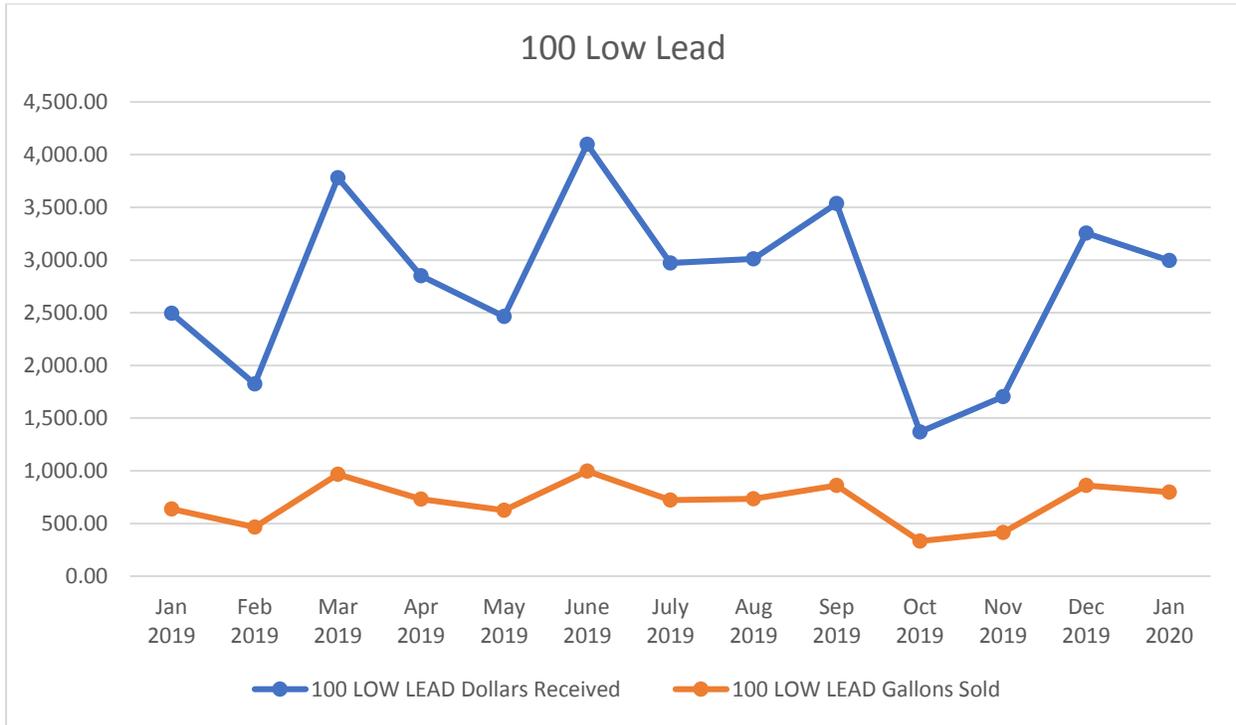


# JANUARY 2020



	AVFuel	Private	Total	Total Gallons	
100LL	\$ 2,996.99	\$ -	\$ 2,996.99	798.46	
Jet A	\$ 2,330.19	\$ -	\$ 2,330.19	570.80	
		Total	\$ 5,327.18		
CURRENT PRICE			\$ 100.29	100LL CC Fees	
100LL -3.87/gallon			\$ 78.02	JETA CC Fees	
JET A - 4.21/gallon					
<u>Spent in the current month</u>					
TRANS AERO	\$ -	JetA	No Arrangement		
2002	\$ -	100LL	PREPAYED		
2001	\$ -	100LL	PREPAYED		
0.00			Private 100LL Gallons Pre-Sold		
	570.80		JET A gallons AVFuel		
798.46			100LL Gallons AV Fuel		
	0.00		Private JetA Gallons Sold		
			<b>Private 100LL Gallons Sold - PREPAYED, DON'T INCLUDE IN CURRENT MONTH</b>		
798.46	570.80		TOTAL Gallons		

# JANUARY 2020





4909 Nautilus Court North, Suite 109  
Boulder, CO 80301  
888.412.5332 [QTpod.com](http://QTpod.com)

## **Sunset of Support FAQ**

### **Q: Why Is QTpod Sunsetting Service for my M3000? My unit still works fine.**

A: There are multiple reasons why QT is ending support for older M3000 units on a rolling basis:

1. QTpod designs products to be rugged and last, which is why your unit is working fine. However, the M3000 was designed in 2002, so it utilizes older technology that is difficult to source and not compatible with many modern components. In fact, many of the components that populate the motherboards on the M3000 are no longer manufactured, so the only option in some cases is to source surplus parts in the secondary market.
2. The M3000 was designed in 2002 to operate on the telecommunications infrastructure which was common at the time, the copper analog network. The M3000 transmits data at a very slow rate, compared to today's speeds, and it does so without error correction. This worked fine on a well-maintained copper network. However, the issue today is twofold:
  - a. The telecom companies do not maintain the copper lines like they used to. This causes reliability issues for customers trying to send data over this network.
  - b. Much of the copper in this county is increasingly being replaced with digital and fiber lines. These lines were designed for speeds much faster than the slow modem speeds used by the M3000 and its competitors. This results in lost packets of data, which means failed authorizations and batches and no sales.
3. The liability shift for chip card acceptance goes into effect for automated fuel terminals like the M3000 in October of 2020. Due to the limited programming memory available on the M3000 and the antiquated nature of dial up modems, we will be unable to update those terminals for chip card acceptance which means you'll have greater liability for unauthorized transactions.

### **Q: Why purchase the M4000 now?**

A: QTpod understands that evolving technology results in additional investments required by small and medium sized businesses. To help facilitate the transition to newer technology, we are offering limited time discounts to our customers when they return their old M3000.

While your unit may work fine, it is possible you will begin see some service degradation due to telecommunication issues or payment card authorization requirements. Additionally, with the scarcity of spare parts, you may not be able to keep you unit working in the event of a part failure.

Many of our customers report that their customers appreciate the new features on the M4000 that make it easy to use. For example, the large, sun light readable display, backlit key pad make the M4000 easy to use in any light conditions. You'll like too as with automatic software updates and anywhere/anytime access you'll have fewer visits to the terminal and more uptime to sell more product.

**Q: Why reinvest with QT when I may have to replace the M4000 someday? A:**

All equipment eventually has to be replaced. However, we designed the M4000 with the intention of being able to evolve with technology. We used a Windows operating system and peripherals with USB interfaces. We anticipate that with Windows you will be able to upgrade to a newer version. If a printer or card reader becomes obsolete, we can find dozens off the shelf with Windows drivers to easily integrate into the current design.

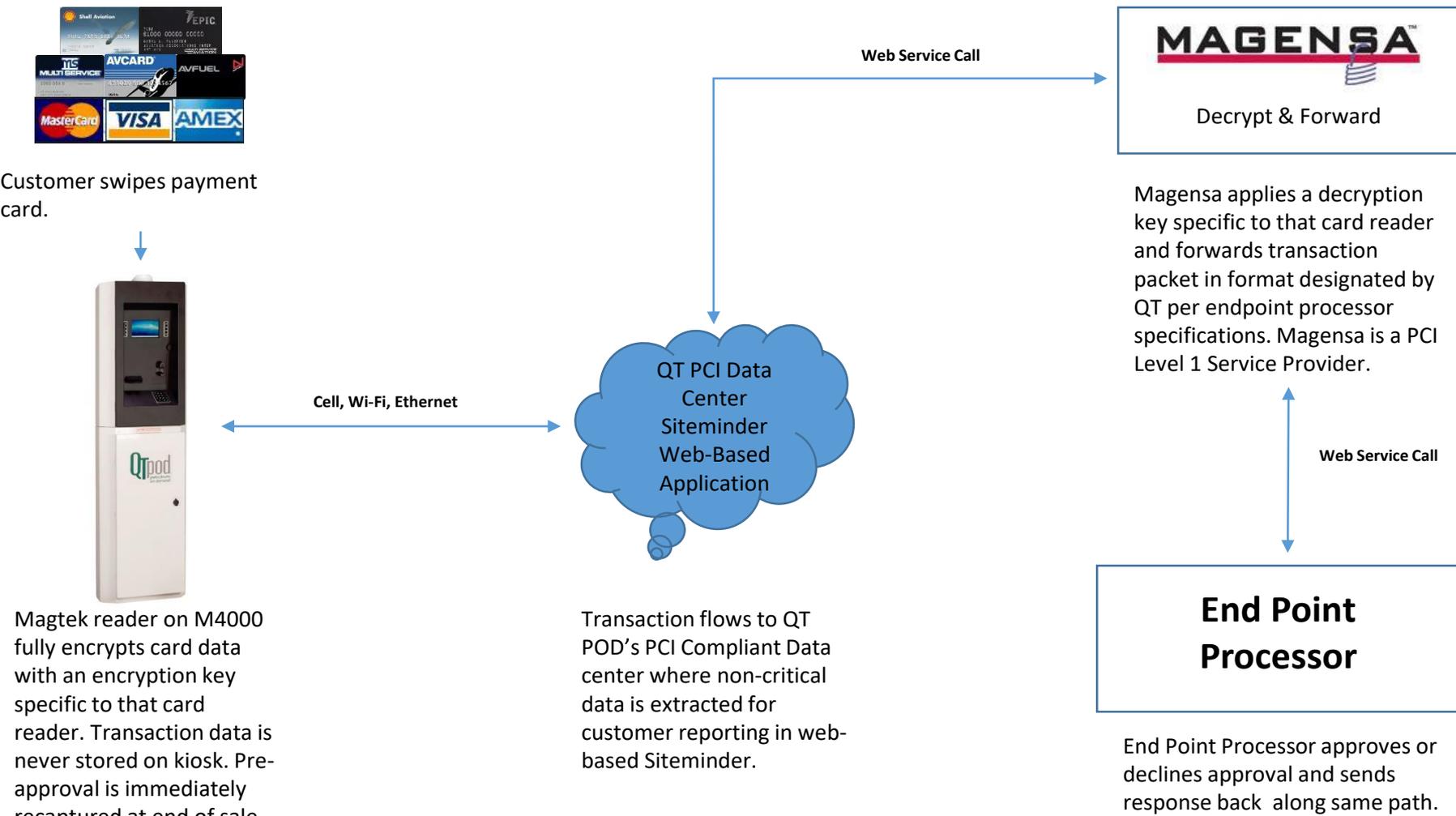
Plus, the M4000 has many new customer and user-friendly features that you and your customers will appreciate and make the M4000 a more useful terminal for providing self-serve fueling.

## QT POD M4000 Point of Sale



- Improved communications- Ethernet, Wi-Fi & Cellular
- 8 pump control capability
- Reduced Card Fees with Qualified Processing on some networks
- Stainless steel construction provides longevity & a more attractive unit in the field
- Bright display visible in direct sunlight and eliminates sun damage
- Auto-dimming display and back-lit keypads for ease of use in low light conditions
- Encrypting card reader for better security – EMV to come
- Web-based fuel management allows access from anywhere
- Automatic software updates and cloud backup included
- Windows 10 based OS.

# QT POD M4000 - Information Process Flow



## **QTpod M4000 – Key Advantages**

## Communications

The new M4000 utilizes either wired Ethernet, Wi-Fi or cellular communications for card processing and communication with Siteminder, our fuel management software. Why is this better?

- The old analog phone network is deteriorating and the telecom companies have shown they have little interest in maintaining these lines in favor of their digital and fiber networks.
- This results in inconsistent quality of the old phone lines which can cause customers to have to swipe their card multiple times to get approvals as well as card settlement failures. This can delay payment for the merchant.
- Dial up authorizations can take up to 60 seconds. Authorizations on the M4000 are virtually instant.
- The Wi-fi and cellular options help reduce costs for installation as there is no need to trench and run communications wire.
- Ethernet and Wi-Fi, eliminate a monthly phone bill; the cellular option monthly plans are typically much less expensive than analog phone lines.
- When there are problems with analog phone lines, it can take weeks or months for them to locate the issue. This costs merchants time and money during that downtime. Providers typically repair cell towers and internet issues within hours.
- The M4000 can be equipped with multiple communications methods and will automatically fail over to the back up if one communication method goes down. For instance, if your internet service goes down, the system can automatically fail over to cell for uninterrupted service.

## Hardware

- Stainless steel construction is weather durable and will not rust.
- 7" color display is 1000 nit brightness and has an anti-glare/anti-reflective coating that allows for perfect visibility in direct sunlight. The light sensor will dim this at night for easy viewing in low light conditions.
- All keypads are backlit ease of use at night.
- The new pump interface board allows for up to 8 hose positions, so you can control more fueling points without additional terminals.
- Fully encrypting card reader protects customers' card data and minimizes your PCI footprint as no unencrypted data is ever stored on the M4000 or in customers' facility.
- The German made thermal printer is exceptionally reliable and is designed to work in the harshest conditions. Fewer moving parts results in fewer failures.
- Most components utilize standard USB connections, so maintenance is simple. No special tools required.
- Most hardware components are at or near mil-spec temperature ranges.

## Software

- The new Siteminder program is entirely web based.
- Access fuel management from any computer or device, including Windows, Mac and tablets.
- No need to retrieve transactions from the terminal; when a transaction occurs at the M4000 it automatically pushes the data up to Siteminder in the cloud.
- The card processing logic is no longer in the M4000, it is in the web based Siteminder program. This means when new cards are added or there are processing changes, the customer no longer has to perform updates at the terminal. QT Simply makes those changes at the data center level and everyone is automatically updated.
- The customer no longer has to perform firmware updates at the terminal as well. When updates are available, QT simply pushes these updates to the terminal over the internet.
- All of our subscription packages now cover software updates, so customers no longer have to worry about paying additional fees for upgraded software.
- Siteminder being web based now makes for easier, seamless integration with 3<sup>rd</sup> party software platforms. We currently have exports for TAS, Total FBO, FBO Manager and MyFBO.
- The M4000 can allow customers to obtain better processing rates on some networks which increases their profitability.

## Support

- As the M4000 and Siteminder are now web based, QT now has greater flexibility when it comes to supporting the terminals.
  - QT Support staff can remote into any terminal and see exactly what the customer is seeing on the screen. This reduces miscommunication between the customer and QT support staff, resulting in more timely resolution of issues.
  - QT can reboot the system, check diagnostics and receive errors without the customer having to be at the terminal. No more standing in the rain to troubleshoot.
  - QT can remote in and see the inputs and outputs of the pump interface board functioning through a diagnostics utility rather than relying on the customer to tell us which lights are coming on.
  - Multiple alerts are being built into the system so that QT will receive alerts if certain issues crop up. In many cases we should be able to resolve them before the customer even knows there is an issue.

## **QTpod M4000 – Communications**

The M4000 comes standard to accommodate a wired ethernet connection. A wired ethernet connection is a very good option if certain conditions can be met as this provides a stable and consistent connection to the customers' network. This also avoids the increased cost of optional communication kits. However, there are several factors that may determine whether or not this is the best option.

1. A wired Cat 5 or Cat 6 cable has distance limitations of around 300 feet. Beyond that range, the signal begins to degrade and become less reliable. Some IT staff may be able to install boosters to push the signal further, but QT can not guarantee the reliability of this.
2. There may be financial or logistical restraints to pulling and ethernet line to the fuel island. In some instances, it may be the case that an existing phone line for an M3000 or competitor unit already in place terminates in the same location as the network panel. In such instances, the customer may be able to attach Cat 5 to the phone line and as they pull the phone line out, they pull the Cat 5 into its place. However, if the Cat 5 needs to terminate elsewhere it may be cost prohibitive or technically difficult to get the ethernet cable to the M4000.

QT POD offers an optional Wi-Fi kit for \$500 MSRP that will allow the M4000 to access the web via the customer wireless network. This may be a good option for those customers who can't get an ethernet cable out to the system and do not want the additional cost of a cell plan. This is not recommended for distances over 50 feet. There are some factors to take into consideration if this route is chosen.

1. You will want to confirm that the customer can get a strong, consistent Wi-Fi signal at the fuel island. This can be affected by several factors such as:
  - Distance of the fuel island from the wireless router
  - Any obstacles between the router and the fuel island
  - Quality and reliability of the customer's wireless router
  - Quality and reliability of their internet service provider (ISP)
2. The customer's IT personnel may be able to utilize a commercially available outdoor wireless range extended to boost the Wi-Fi signal to the fuel farm area.

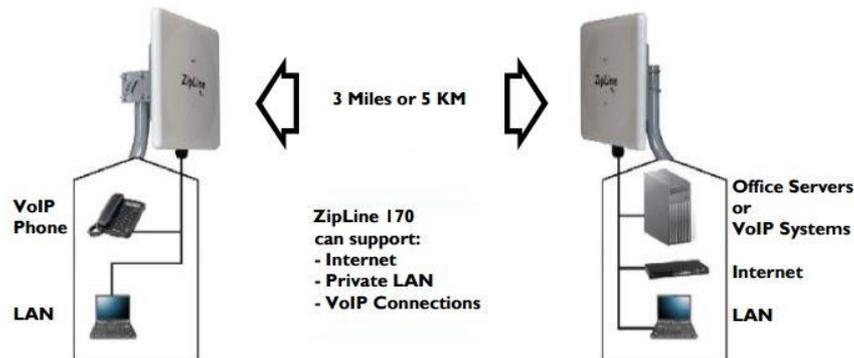
Another option for installations which exceed the distance limitations of Cat 5 or Wi-Fi communications is a Ubiquiti Nanostation. This is a point to point wireless antenna system that can transmit an ethernet signal up to 9 miles.

QTpod does not sell this system, but many customers have used this with good results. The model most customers are using is the Ubiquiti Nanostation LocoM2-US Pre-Configured Indoor/Outdoor airMax CPE 2.4 GHz 2 pack. This can be purchased on Amazon for around \$130.



For installations in which distance limitations prohibit the use of Cat 5 or Wi-Fi communications, and the customer does not wish to incur the cost of a cellular plan, QT POD offers the Teletics Zipline. The Zipline system comprises of two, outdoor rated radio antennae that can wirelessly transmit an ethernet signal over 1-3 miles line of sight and retails for \$1200. The Zipline device essentially acts like a wired ethernet connection, but eliminates the need to physically run wire to the fuel island.

In a typical installation, one antenna is mounted at the M4000 and requires a 110VAC outlet. The other antenna is mounted where it can be wired into the customer's network. For proper operation, the Zipline needs a clear, unobstructed line of sight between the two antennae.





Cellular communications is the preferred method for use on the M4000. This is due to the ease of installation and the speed and high reliability of cellular networks. M4000s shipped with our optional cellular kit will come preconfigured with the wireless account provided by QT POD. The advantage of this is that there is literally no work for the installer to set-up a communications link for the M4000. Once the system is powered up, it automatically communicates with the nearest cell tower. This also provides a high degree of reliability as it does not interface with the customer's network. Therefore, if anyone makes changes to internet service providers or to their firewall, it will have absolutely no effect on the M4000.

QT POD's cellular kit is \$1000 MSRP. This also requires a Verizon or AT&T unlimited data plan provided by QT POD for \$480/yr. This cellular plan is added to the customer's yearly service subscription.

Prior to choosing this option, it is advised that someone with a Verizon or AT&T cellular plan check the signal strength at the fuel farm location.



4909 Nautilus Court North, Suite 109  
 Boulder, CO 80301  
 ph: 303-444-3590 Fax: 303-444-8736

Quote No. \_\_\_\_\_

**QT Pod Fueling Terminals**

**Representative**

Name Matt Duncan Phone: 303-962-3413  
 Position Sales Fax: 303-444-8736  
 Department Sales Division E-mail: mduncan@qtpod.com

**Dates**

First Contact \_\_\_\_\_  
 Quote Issued 1/23/2020  
 Accept/Reject \_\_\_\_\_

Product/Service Name	Quantity	Price	TOTAL
<b>QT Pod Model M4000 Self-Serve Fueling Terminal</b> 1 hose control, wired ethernet capability	1	\$14,995.00	\$14,995.00
<b>Trade-in credit for M3000 return (Discount good for orders placed before June 30, 2020)</b>	1	(\$1,995.00)	(\$1,995.00)
<b>Options</b>			
<b>DPI Relay Module - for 2nd hose position</b>	1	\$450.00	\$450.00
<b>Cellular Kit (optional, if CAT5 can't be run to self-serve)</b>	1	\$1,000.00	\$1,000.00
<b>SHIPPING</b>	1	\$295.00	\$295.00
		<b>Sub Total</b>	<b>\$14,745.00</b>

Financing Option: \$653.51/month for 24 months

**Client**

Customer Sherry Hamilton Company Hamilton Mun Airport  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 ZIP \_\_\_\_\_ Email finance@ci.hamilton.tx.us  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_

Discount \_\_\_\_\_  
 Taxes \_\_\_\_\_

**TOTAL** **\$14,745.00**

**Status**

Established Client  New Client  Prospective Client

**Notes**

\*Quote valid for 60 days from issuance.  
**Price does not include installation**  
 Cellular Data Plan \$480 annually  
 Web-Based Siteminder Subscription- \$945/ year

Office Use Only

Prices are subject to change without notice.



Ryan Polster &lt;adm@ci.hamilton.tx.us&gt;

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**QTpod M4000 Quote and info**

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**Matt Duncan** <MDuncan@qtpod.com>  
To: Ryan Polster <adm@ci.hamilton.tx.us>

Mon, Jan 27, 2020 at 12:12 PM

Hi Ryan,

The only other self-serve system capable of processing on the Avfuel network is Fuelmaster. However, their system still has to use the dial up phone lines to process with Avfuel. They also do not have cloud-based software like us. Fuelmaster may come in a little cheaper than us, but the issue is you would be reinvesting in antiquated dial up technology which, in my option, will be unusable in the near future as the telecom companies continue to neglect the analog phone infrastructure in this county. This is precisely why we ended manufacture of the old M3000. Dial up is simply not reliable anymore.

I think what is important for the Council to understand that there really is no comparable unit right now in aviation to our M4000. If it helps, One of my customers in North Carolina opted to switch to Fuelmaster based on price. This is the email I received from him on last Wednesday:

Matt,

How would I go about getting rid of this piece of you know what...and getting back to QTPOD? Its a brand new machine and I am very disappointed with it.

Thanks, Mike

-----Original Message-----

From: "Matt Duncan" <MDuncan@qtpod.com>

Sent: Tuesday, October 15, 2019 10:50am

To: "howie@capefearjetport.com" <howie@capefearjetport.com>

Subject: RE: Self service kiosk replacement

Matt Duncan



**General Manager**

(O) 303.962.3413

(C) 404.401.9381

[Mduncan@qtpod.com](mailto:Mduncan@qtpod.com)

[www.qtpod.com](http://www.qtpod.com)