

**City Of Hamilton, Texas**



**Council Meeting Packet**

**March 12, 2020**

**6:00 PM**

**200 E. Main Street**

**Hamilton, TX 76531**

**NOTICE OF REGULAR MEETING  
OF THE GOVERNING BODY OF THE  
CITY OF HAMILTON, TEXAS  
MARCH 12, 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 12th day of March, 2020 at 6:00 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 February 13, 2020 Regular Council Meeting Minutes.
2. Consideration and/or Action on Approving the February 27, 2020 Called Council Meeting Minutes.
3. Consideration and/or Action on Approving the February, 2020 Financial Report.
4. Status Report on the Hamilton Volunteer Fire Department as presented by HVFD President, Tom Dalton.
5. Consideration and/or Action on Ratification of Government Obligation Contract for Continuation of Bobcat Lease.
6. Consideration and/or Action Authorizing the Mayor to Enter into an Agreement with Reavis Consulting Engineers for amending Division 2 and Division 3 of Article IV of Chapter 62 Utilities. To establish testing procedures, fees and penalties for noncompliance with sewage discharge.

7. Consideration and/or Action Approving a Joint Community Election Agreement between The City of Hamilton and Hamilton Independent School District.
8. Consideration and/or Action Approving Resolution for Funding, Layout and Installation of a Disc Golf Course in The Hamilton Sports Complex.
9. Consideration and/or Action of Ordinance Adopting Bulk Waste Permitting and usage fees.
10. Consideration and/or Action of Resolution to Appoint Council Member(s) to Study the Feasibility of a Senior Center in a City Facility.
11. Discussion on Roadways and Drainage of selected streets from the February 27<sup>th</sup> Workshop.
12. Consideration and/or Action of Law Enforcement Proposal.

**Item No. IV:** City Council will convene into Executive Session in accordance with the following provision of the Government Code, Section 551.071, Consultation with Attorney, Contracts.

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

13. Consideration and/or Action of Resolution Approving Appointment of City Administrator/City Secretary.

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

**Item No. VII:** 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:

EDC/Main Street Update  
CTCOG Grant Workshop Update  
Police/Code/Animal Control Report  
Court Report  
Hand Cart Audit  
Airport Report – Entrance Sign, Site Minder, 100LL Filter Vessel

**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 March 6, 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.



Agenda Item #1

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action on Approving the February 13, 2020 Regular Council Meeting Minutes.

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

A Regular Council Meeting of the Governing Body of the City of Hamilton, Texas was held on the 13th day of February, 2020 at 5:30 p.m. in City Hall, 200 East Main, Hamilton, Texas.

Present for the meeting:

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

Absent: Councilmember Shelley Voges

Others present: Police Chief Tony Yocham, Hamilton Herald News Kate Edwards, Hamilton EDC Director Sara Bauman, Hamilton Chamber Board Member Bret Partin, Main Street Director Joni Hoxsey, Boucher Morgan and Young Representative Jeremy Shell, 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 asked to have the City Administrator job posted and interviews held. Mr. Haggard ask that agenda items be more transparent.

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

1. The January 9, 2020 Regular Council Meeting Minutes were approved unanimously with a Motion from Morris and a second from Beard.
2. The January, 2020 Financial Report was approved unanimously with a Motion from Jordan and a second from Morris.
3. The 2018-19 Annual Financial Audit Report was approved unanimously with a Motion from Slone and a second from Morris. Jeremy Shell with Boucher Morgan and Young Accounting Firm presented the report with an unqualified unmodified opinion.
4. Ordinance #01-20, 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, was approved unanimously with a Motion from Morris and a second from Slone.

5. Resolution #05-20, 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, passed unanimously with a Motion from Morris and a second from Slone.
6. Resolution #06-20, Contracting with Leetech Solutions LLC. for Sewer Main Line Installation Between Cheyenne Mesa and Navajo Trail, passed unanimously with a Motion from Jordan and a second from Slone.
7. Morris made a Motion 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. The Motion was seconded by Slone and passed unanimously. The Construction Contract was awarded to Husband-Mantor Construction, Inc.(HMC) for \$3,154,868.00. Per an Intergovernmental Agreement, the Hamilton County Hospital District will provide the matching funds.
8. Slone made a Motion to Approve the Hamilton Main Street Program Bylaws. The Motion was seconded by Morris and passed unanimously.
9. Resolution #07-20, Appointing Mayor Jim McInnis, Kevin Cude, Grady Hooper, Clay Tarpley, Chrissy Lane, Doug Baker, Keith Gatewood, Jim Eidson, Kim Cooper, Council member Cody Morris and Valarie Krehmeier to the Hamilton Main Street Advisory Board of Directors, passed unanimously with a Motion from Jordan and a second from Slone.
10. Slone made a Motion to Accept the 2019 Racial Profiling Report from the Hamilton Police Department as presented by Chief Yocham. The Motion was seconded by Morris and passed unanimously.
11. Morris made a Motion to Accept the Hamilton Police Department 2019 Annual Crime Report as presented by Chief Yocham. The motion was seconded by Beard and passed unanimously.
12. The Item of Action to Accept the Hotel & Motel Occupancy Tax Financial Report for 4<sup>th</sup> Quarter 2019 and Related Reports. (Hamilton Chamber of Commerce) was tabled unanimously, due to time, with a single Motion from Morris and a second from Slone. Items 12 and 14 were tabled together.
13. Morris made a Motion to Accept the Hamilton Economic Development Corporation Quarterly Financials and Related Reports. The Motion was seconded by Jordan and passed unanimously.
14. The Item of Action on Resolution Approving Appointment of City Administrator/City Secretary was tabled unanimously, due to time, with a single Motion from Morris and a second from Slone. Items 12 and 14 were tabled together.

Ryan Polster presented the City Administrator's Report.

- Polster Set date for Roadway Workshop on February 27.
- President's Day falls on Monday February 17. City offices are closed.
- Polster passed out maps to be used in the Roadway Maintenance Workshop.

**Item No. VI:** Mayor McInnis adjourned the Regular Council Meeting unanimously at 6:18pm with a Motion from Jordan and a second from Slone.

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Jim McInnis, Mayor

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Ryan W. Polster, City Secretary



Agenda Item #2

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action on Approving the February 27, 2020 Called Council Meeting Minutes.

**MINUTES OF CALLED MEETING  
OF THE GOVERNING BODY OF THE  
CITY OF HAMILTON, TEXAS  
FEBRUARY 27, 2020**

A Called Council Meeting of the Governing Body of the City of Hamilton, Texas was held on the 27th day of February, 2020 at 6:00 p.m. in City Hall, 200 East Main, Hamilton, Texas.

Present for the meeting:

Mayor Jim McInnis

Mayor Pro Tem Todd Jordan

Councilmember Cody Morris

Councilmember George Beard

Councilmember Justin Slone

Councilmember Shelley Voges

City Secretary/Interim City Administrator

Ryan Polster

Others present: Hamilton Herald News Kate Edwards, Police Officer Brandon Schraub, Hamilton Chamber Director Kim Hinton, Government Capital Vice Presidents D'Anne Carson and Jake Lawrence, Vicki Beard, Daniel Thatcher and John Courtney.

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

**Item No. II:** Public Comments. None.

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

1. Kim Hinton presented the Chamber reports to include the Chamber Banquet, a fourth of July fishing tournament, and the Dove Festival events. Morris made a Motion to accept the Hotel & Motel Occupancy Tax Financial Report for 4<sup>th</sup> Quarter 2019. The Motion was seconded by Beard and passed unanimously.
2. Resolution #08-20, supporting a Texas Department of Transportation 2020 Aviation Capital Improvement Program Grant, passed unanimously with a Motion from Slone and a second from Voges.
3. D'Anne Carson and Jake Lawrence of Government Capital presented options such as Certificates of Obligation for funding of Road Improvements. No Action was taken.
4. Mayor McInnis led a workshop for designating high priority roads to be considered as the first round of Improvements. A tentative list of roads was developed to include Manning, Gentry, Railroad, E Standifer, E Ross, Brown, S Boulden, N Pecan, Lemmons and E Hill. No Action was taken.

**Item No. VIII:** Future Agenda Items. Tabled Items from February 13, 2020 Regular Meeting, Report on the Audit on Hand Carts, Discuss Senior Center.

**Item No. VI:** Mayor McInnis adjourned the Regular Council Meeting unanimously at 7:24pm 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 #3

For Council Action  
March 12, 2020

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

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

**MONIES ---FEB 2020**

	31/01/2020	29/02/2020
<b>GENERAL:</b>		
General Fund Cash Clearing Acct	\$ 369,875.56	\$ 427,059.93
Oakwood Cemetary	\$ 102,418.56	\$ 102,493.56
General Fund TexPool #03	\$ 553,855.92	\$ 754,677.89
<b>Total</b>	<b>\$ 1,026,150.04</b>	<b>\$ 1,284,231.38</b>
<b>Restricted Funds:</b>		
Oakwood Cemetary TexPool #07	\$ 28,684.46	\$ 28,720.69
Police Vehicles TexPool #16	\$ 6,467.27	\$ 8,421.89
TXPL Fire Truck Fund	\$ 19,798.04	\$ 23,492.76
Roadway Maintenance Fee TexPool #20	\$ 82,286.53	\$ 82,433.88
<b>Total</b>	<b>\$ 137,236.30</b>	<b>\$ 143,069.22</b>
<b>UTILITY:</b>		
Utility Fund Cash Clearing Acct	\$ 41,413.64	\$ 76,418.29
Utility Fund TexPool #05	\$ 13,574.56	\$ 13,591.68
BANKCORP SOUTH CD	\$ 264,411.00	\$ 264,411.00
EXTRACOBANKS CD/89 SERIES	\$ 265,734.60	\$ 265,734.60
Discretionary Funds Texpool #21	\$ 38,055.84	\$ 45,729.57
<b>Total</b>	<b>\$ 623,189.64</b>	<b>\$ 665,885.14</b>
<b>Restricted Funds:</b>		
Meter Deposit TexPool #08	\$ 48,323.91	\$ 48,384.99
USDA WW O6 SERIES TexPool #12	\$ 71,270.06	\$ 35,552.47
Payment Fund 89 Series TexPool #01	\$ 31,446.03	\$ 51,037.23
2017 New Water Meters TexPool#17	\$ 229,352.16	\$ 236,351.98
	<b>\$ 380,392.16</b>	<b>\$ 371,326.67</b>
<b>TOTAL</b>	<b>\$ 2,166,968.14</b>	<b>\$ 2,464,512.41</b>
<b>GENERAL FUND</b>		
DAYS IN RESERVE	99 Days	128 Days
<b>UTILITY FUND:</b>		
DAYS IN RESERVE	85 Days	85 Days
Airport Fund TexPool #15	\$ 41,971.71	\$ 14,238.33
Airport Fund Cash Clearing Acct	\$ 55,274.80	\$ 54,126.62
<b>TEXPOOL AVERAGE MONTHLY RATE</b>	1.5925%	1.5908%

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 2/29/2020

#### GENERAL FUND

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
10-04-401010	CURRENT PROPERTY TAXES	\$765,000.00	\$288,711.10	\$731,394.20	\$33,605.80	95.61
10-04-401030	DELINQUENT PROPERTY TAXES	\$21,000.00	\$1,363.26	\$10,635.51	\$10,364.49	50.65
10-04-401050	SALES TAX	\$614,000.00	\$79,683.25	\$308,034.35	\$305,965.65	50.17
10-04-401060	Franchise Tax Tx N Mexico	\$110,000.00	\$0.00	\$63,914.07	\$46,085.93	58.10
10-04-401061	Franchise Tax ATMOS GAS	\$35,000.00	\$0.00	\$15,475.80	\$19,524.20	44.22
10-04-401062	Franchise Tax CENTURY LINK	\$12,000.00	\$2,469.46	\$5,031.75	\$6,968.25	41.93
10-04-401064	FRANCHISE TAX MISC PYMNT	\$100.00	\$0.00	\$3.00	\$97.00	3.00
10-04-401065	Misc Right Of Way (ROW) Fees	\$200.00	\$105.51	\$846.43	(\$646.43)	423.22
10-04-401070	MIXED DRINK TAX	\$300.00	\$0.00	\$1,170.24	(\$870.24)	390.08
10-04-401071	Hotel/Motel Tax	\$19,000.00	\$832.91	\$13,225.83	\$5,774.17	69.61
10-04-401080	PENALTY/INTEREST-PROP TAX	\$14,000.00	\$550.49	\$3,454.47	\$10,545.53	24.67
10-04-401090	PERMITS	\$12,000.00	\$250.00	\$1,665.00	\$10,335.00	13.88
10-04-401140	MUNICIPAL COURT FINES	\$100,000.00	\$9,604.86	\$43,906.37	\$56,093.63	43.91
10-04-401145	Court Security Fee	\$2,500.00	\$388.05	\$1,400.56	\$1,099.44	56.02
10-04-401146	Court Technology Fee	\$4,000.00	\$342.62	\$1,619.96	\$2,380.04	40.50
10-04-401147	TP COURT EFFICIENCY	\$300.00	\$3.40	\$257.01	\$42.99	85.67
10-04-401148	CHILD SAFETY FUND TC EC	\$125.00	\$75.00	\$254.71	(\$129.71)	203.77
10-04-401149	LOCAL TRAFFIC RDS 2020	\$0.00	\$0.00	\$6.00	(\$6.00)	0.00
10-04-401150	10% RETAINED STATE CC	\$5,000.00	\$0.00	\$3,884.86	\$1,115.14	77.70
10-04-401151	LOCAL TRU PREV 2020 JUV CM	\$0.00	\$340.00	\$480.00	(\$480.00)	0.00
10-04-401152	LOCAL JURY FUND 2020	\$0.00	\$6.90	\$9.76	(\$9.76)	0.00
10-04-401160	CEMETERY REVENUES	\$5,000.00	\$111.23	\$3,335.12	\$1,664.88	66.70
10-04-401180	INTEREST EARNED	\$4,000.00	\$1,383.87	\$6,213.45	(\$2,213.45)	155.34
10-04-401200	MISCELLANEOUS	\$30,000.00	\$1,000.00	\$25,211.95	\$4,788.05	84.04
10-04-401291	CITY PROPERTY RENTAL	\$4,725.00	\$400.00	\$1,212.00	\$3,513.00	25.65
10-04-401400	SANITATION DEPARTMENT	\$555,000.00	\$48,990.22	\$244,263.60	\$310,736.40	44.01
10-04-401410	SALE OF GARBAGE BAGS	\$1,500.00	\$204.08	\$817.19	\$682.81	54.48
10-04-401420	PENALTY & INTEREST/GARBAG	\$6,000.00	\$420.85	\$2,519.56	\$3,480.44	41.99
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	\$12,423.33	\$39,886.01	\$43,113.99	48.06
10-04-410075	HOSPITAL PD CONTRACT	\$121,000.00	\$4,790.44	\$25,160.80	\$95,839.20	20.79
10-04-460330	ANIMAL CONTROL REVENUE	\$500.00	\$45.00	\$415.00	\$85.00	83.00
10-04-460500	ROAD MAINTENANCE FEE	\$0.00	\$21.66	\$86.64	(\$86.64)	0.00



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**GENERAL FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
Total Dept.	REVENUE	\$2,531,060.00	\$454,517.49	\$1,555,791.20	\$975,268.80	61.47
Total Revenues	GENERAL FUND	\$2,531,060.00	\$454,517.49	\$1,555,791.20	\$975,268.80	61.47



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**UTILITY FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
60-54-460010	WATER SALES	\$1,348,680.00	\$102,542.12	\$549,408.05	\$799,271.95	40.74
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	\$36,414.47	\$227,505.33	\$217,494.67	51.12
60-54-460030	PENALTY & INTEREST	\$20,000.00	\$1,573.61	\$9,371.86	\$10,628.14	46.86
60-54-460090	WATER TAPS	\$2,000.00	\$1,800.00	\$2,150.00	(\$150.00)	107.50
60-54-460110	SEWER SERVICE FEES	\$617,375.00	\$48,855.54	\$247,013.96	\$370,361.04	40.01
60-54-460120	CONNECT FEES	\$2,500.00	\$455.00	\$2,870.00	(\$370.00)	114.80
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	\$545.14	\$2,736.25	(\$736.25)	136.81
60-54-460220	MISCELLANEOUS INCOME	\$0.00	\$20,257.99	\$44,528.27	(\$44,528.27)	0.00
60-54-460230	WATER METER FEE-2017 PROJECT	\$100,000.00	\$8,557.00	\$43,404.00	\$56,596.00	43.40
<b>Total Dept.</b>	<b>UTILITY REVENUES</b>	<b>\$2,546,055.00</b>	<b>\$221,000.87</b>	<b>\$1,128,987.72</b>	<b>\$1,417,067.28</b>	<b>44.34</b>
<b>Total Revenues</b>	<b>UTILITY FUND</b>	<b>\$2,546,055.00</b>	<b>\$221,000.87</b>	<b>\$1,128,987.72</b>	<b>\$1,417,067.28</b>	<b>44.34</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**PARK/REC IMPR FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
70-06-401180	INTEREST EARNED	\$0.00	\$0.84	\$4.55	(\$4.55)	0.00
<b>Total Dept.</b>	<b>PARKS/REC IMPR REV</b>	<b>\$0.00</b>	<b>\$0.84</b>	<b>\$4.55</b>	<b>(\$4.55)</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>PARK/REC IMPR FUND</b>	<b>\$0.00</b>	<b>\$0.84</b>	<b>\$4.55</b>	<b>(\$4.55)</b>	<b>0.00</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**POLICE FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
71-06-401180	INTEREST EARNED	\$0.00	\$1.06	\$5.78	(\$5.78)	0.00
<b>Total Dept.</b>	<b>PARKS/REC IMPR REV</b>	<b>\$0.00</b>	<b>\$1.06</b>	<b>\$5.78</b>	<b>(\$5.78)</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>POLICE FUND</b>	<b>\$0.00</b>	<b>\$1.06</b>	<b>\$5.78</b>	<b>(\$5.78)</b>	<b>0.00</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**AIRPORT FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
75-04-401270	FUEL SALES-JET	\$30,000.00	\$179.63	\$9,023.35	\$20,976.65	30.08
75-04-401271	FUEL SALES-100 LL	\$30,000.00	\$2,089.08	\$12,063.88	\$17,936.12	40.21
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	\$0.00	\$2,240.00	(\$320.00)	116.67
75-04-460013	HANGAR REVENUE	\$39,000.00	\$3,110.00	\$16,766.25	\$22,233.75	42.99
<b>Total Dept.</b>	<b>REVENUE</b>	<b>\$167,320.00</b>	<b>\$5,378.71</b>	<b>\$71,262.02</b>	<b>\$96,057.98</b>	<b>42.59</b>
<b>Total Revenues</b>	<b>AIRPORT FUND</b>	<b>\$167,320.00</b>	<b>\$5,378.71</b>	<b>\$71,262.02</b>	<b>\$96,057.98</b>	<b>42.59</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**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	\$78,148.00	(\$78,148.00)	0.00
<b>Total Dept.</b>	<b>REVENUE</b>	<b>\$0.00</b>	<b>\$19,537.00</b>	<b>\$78,148.00</b>	<b>(\$78,148.00)</b>	<b>0.00</b>



**City of Hamilton**  
**Revenue Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**GRANT FUND**

Account #	Account Description	Estimated Revenue	Activity this Period	Revenue YTD	Uncollected YTD	% Coll
90-05-501100	INTEREST INCOME	\$0.00	\$54.20	\$765.63	(\$765.63)	0.00
<b>Total Dept.</b>	<b>GRANT RECEIPTS</b>	<b>\$0.00</b>	<b>\$54.20</b>	<b>\$765.63</b>	<b>(\$765.63)</b>	<b>0.00</b>
<b>Total Revenues</b>	<b>GRANT FUND</b>	<b>\$0.00</b>	<b>\$19,591.20</b>	<b>\$78,913.63</b>	<b>(\$78,913.63)</b>	<b>0.00</b>
<b>Grand Total</b>		<b>\$5,244,435.00</b>	<b>\$700,490.17</b>	<b>\$2,834,964.90</b>	<b>\$2,409,470.10</b>	<b>54.06</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**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	\$37,503.85	\$192,635.16	\$0.00	\$227,364.84	45.87
10-11-645011	UNITED CARE	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$0.00	100.00
10-11-645021	ECON DEV CORP 1/2 SALES	\$199,000.00	\$26,561.08	\$102,678.12	\$0.00	\$96,321.88	51.60
10-11-645030	LIBRARY OPERATIONS	\$20,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	50.00
<b>Total Dept.</b>	<b>CONTRACT SERVICES</b>	<b>\$670,000.00</b>	<b>\$64,064.93</b>	<b>\$327,480.74</b>	<b>\$0.00</b>	<b>\$342,519.26</b>	<b>48.88</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**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	\$2,500.00	\$0.00	\$3,500.00	41.67
10-12-601750	Retired Firemen	\$2,700.00	\$250.00	\$1,250.00	\$0.00	\$1,450.00	46.30
10-12-610190	GAS/DIESEL	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00
10-12-616000	Electrical	\$1,500.00	\$95.82	\$586.82	\$0.00	\$913.18	39.12
10-12-616001	Gas	\$1,500.00	\$130.58	\$670.04	\$0.00	\$829.96	44.67
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>\$976.40</b>	<b>\$49,315.86</b>	<b>\$0.00</b>	<b>\$19,099.14</b>	<b>72.08</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$5,356.79	\$41,804.35	\$0.00	\$44,000.65	48.72
10-13-601660	OVERTIME	\$4,000.00	\$553.96	\$3,394.45	\$0.00	\$605.55	84.86
10-13-605000	MEDICARE	\$1,244.00	\$83.91	\$626.73	\$0.00	\$617.27	50.38
10-13-605010	SOCIAL SECURITY	\$5,320.00	\$358.78	\$2,679.93	\$0.00	\$2,640.07	50.37
10-13-605020	HOSPITALIZATION/LIFE	\$11,900.00	\$1,232.64	\$8,217.60	\$0.00	\$3,682.40	69.06
10-13-605030	WORKMANS COMPENSATION	\$12,000.00	\$529.61	\$3,934.78	\$0.00	\$8,065.22	32.79
10-13-605040	PENSION CONTRIBUTION	\$15,600.00	\$908.48	\$7,533.54	\$0.00	\$8,066.46	48.29
10-13-605060	UNIFORMS	\$1,000.00	\$23.26	\$568.62	\$0.00	\$431.38	56.86
10-13-610190	GAS/DIESEL	\$13,000.00	\$495.43	\$2,768.76	\$0.00	\$10,231.24	21.30
10-13-610210	MINOR TOOLS & SUPPLIES	\$5,800.00	\$522.35	\$1,829.95	\$0.00	\$3,970.05	31.55
10-13-610250	STREET PAINTING	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00
10-13-615030	TELEPHONE	\$2,000.00	\$149.75	\$815.01	\$0.00	\$1,184.99	40.75
10-13-615050	STREET LIGHTING	\$42,000.00	\$2,680.59	\$13,419.38	\$0.00	\$28,580.62	31.95
10-13-616000	Electrical	\$4,000.00	\$319.17	\$1,788.57	\$0.00	\$2,211.43	44.71
10-13-616005	UTILITY GAS	\$2,000.00	\$397.23	\$1,198.52	\$0.00	\$801.48	59.93
10-13-625010	CITY Vehicles/Equipment	\$15,000.00	\$698.99	\$6,684.06	\$0.00	\$8,315.94	44.56
10-13-625020	STREET SIGNS	\$4,000.00	\$195.96	\$1,260.94	\$0.00	\$2,739.06	31.52
10-13-625090	EQUIP-BACKHOE&TRACTOR	\$21,000.00	\$1,096.28	\$11,845.67	\$0.00	\$9,154.33	56.41
10-13-630040	BUILDING & YARD	\$1,000.00	\$106.66	\$4,971.87	\$0.00	(\$3,971.87)	497.19
10-13-635010	ASPHALT & CALICHE	\$70,000.00	\$11,255.78	\$20,502.51	\$0.00	\$49,497.49	29.29
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	\$0.00	\$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>\$26,965.62</b>	<b>\$137,250.21</b>	<b>\$0.00</b>	<b>\$314,614.79</b>	<b>30.37</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$6,141.50	\$32,833.75	\$0.00	\$31,066.25	51.38
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	\$156.00	\$2,508.19	\$0.00	(\$1,508.19)	250.82
10-15-605000	MEDICARE	\$1,390.00	\$90.31	\$517.11	\$0.00	\$872.89	37.20
10-15-605010	SOCIAL SECURITY	\$4,900.00	\$386.15	\$2,211.15	\$0.00	\$2,688.85	45.13
10-15-605020	HOSPITALIZATION/LIFE	\$6,000.00	\$821.76	\$4,519.68	\$0.00	\$1,480.32	75.33
10-15-605030	WORKMANS COMPENSATION	\$3,800.00	\$251.90	\$1,440.38	\$0.00	\$2,359.62	37.90
10-15-605040	PENSION CONTRIBUTION	\$8,100.00	\$821.29	\$5,254.61	\$0.00	\$2,845.39	64.87
10-15-605060	UNIFORMS	\$1,000.00	\$34.89	\$815.59	\$0.00	\$184.41	81.56
10-15-610030	OFFICE SUPPLIES	\$250.00	\$0.00	\$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	\$0.00	\$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	\$171.70	\$1,105.67	\$0.00	\$4,894.33	18.43
10-15-610210	MINOR TOOLS & SUPPLIES	\$4,000.00	\$81.85	\$1,166.82	\$0.00	\$2,833.18	29.17
10-15-610211	Inmate food & drink	\$2,000.00	\$0.00	\$329.67	\$0.00	\$1,670.33	16.48
10-15-615030	TELEPHONE	\$1,500.00	\$128.95	\$720.81	\$0.00	\$779.19	48.05
10-15-616000	Electrical	\$14,000.00	(\$575.54)	\$10,524.91	\$0.00	\$3,475.09	75.18
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	\$0.00	\$531.86	\$0.00	\$2,468.14	17.73
10-15-625040	PLAYGROUND/PICNIC TABLES	\$1,500.00	\$45.98	\$2,045.98	\$0.00	(\$545.98)	136.40
10-15-625090	MOWING EQUIPMENT	\$7,500.00	\$0.00	\$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	\$0.00	\$167.28	\$0.00	(\$167.28)	0.00



**City of Hamilton**  
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**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	\$8,556.74	\$76,420.94	\$0.00	\$92,213.06	45.32



**City of Hamilton**  
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**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	\$2,826.94	\$16,351.65	\$0.00	\$54,648.35	23.03
10-17-601660	OVERTIME	\$0.00	\$0.00	\$75.72	\$0.00	(\$75.72)	0.00
10-17-605000	MEDICARE	\$1,100.00	\$39.32	\$229.82	\$0.00	\$870.18	20.89
10-17-605010	SOCIAL SECURITY	\$4,450.00	\$168.10	\$982.67	\$0.00	\$3,467.33	22.08
10-17-605020	HOSPITALIZATION	\$7,700.00	\$410.88	\$2,259.84	\$0.00	\$5,440.16	29.35
10-17-605030	WORKMAN'S COMPENSATION	\$3,100.00	\$122.97	\$714.59	\$0.00	\$2,385.41	23.05
10-17-605040	PENSION CONTRIBUTION	\$12,300.00	\$434.50	\$2,776.70	\$0.00	\$9,523.30	22.57
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>\$4,002.71</b>	<b>\$23,390.99</b>	<b>\$0.00</b>	<b>\$78,259.01</b>	<b>23.01</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$14,983.66	\$77,004.90	\$0.00	\$102,995.10	42.78
10-18-605000	MEDICARE	\$2,840.00	\$180.41	\$1,026.37	\$0.00	\$1,813.63	36.14
10-18-605010	SOCIAL SECURITY	\$11,680.00	\$771.33	\$4,388.21	\$0.00	\$7,291.79	37.57
10-18-605020	HOSPITALIZATION/LIFE	\$7,535.00	\$618.74	\$2,981.30	\$0.00	\$4,553.70	39.57
10-18-605030	WORKMANS COMPENSATION	\$850.00	\$63.77	\$342.91	\$0.00	\$507.09	40.34
10-18-605040	PENSION CONTRIBUTION	\$33,000.00	\$2,178.07	\$12,928.78	\$0.00	\$20,071.22	39.18
10-18-610010	POSTAGE	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0.00
10-18-610030	OFFICE SUPPLIES	\$2,000.00	\$413.82	\$967.26	\$0.00	\$1,032.74	48.36
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	\$40.06	\$110.81	\$0.00	\$389.19	22.16
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	\$283.36	\$1,655.54	\$0.00	\$3,344.46	33.11
10-18-615070	LEGAL AUDITING	\$12,700.00	\$652.50	\$10,755.00	\$0.00	\$1,945.00	84.69
10-18-615080	LEGAL NOTICES	\$300.00	\$12.60	\$200.35	\$0.00	\$99.65	66.78
10-18-615090	ELECTIONS	\$3,000.00	\$0.00	\$737.10	\$0.00	\$2,262.90	24.57
10-18-616000	Electrical	\$2,400.00	\$82.85	\$615.26	\$0.00	\$1,784.74	25.64
10-18-616001	Gas	\$700.00	\$67.48	\$261.02	\$0.00	\$438.98	37.29
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	\$596.12	\$2,597.81	\$0.00	(\$597.81)	129.89
10-18-640032	DUES	\$2,800.00	\$25.00	\$726.00	\$0.00	\$2,074.00	25.93
10-18-640040	TRAVEL/SCHOOLS	\$5,000.00	\$836.39	\$2,584.19	\$0.00	\$2,415.81	51.68
10-18-645020	CONTINGENCY FUND	\$5,000.00	\$3,158.82	\$7,990.55	\$0.00	(\$2,990.55)	159.81
10-18-645023	Hotel/Motel tax-Chamber	\$19,000.00	\$0.00	\$9,796.42	\$0.00	\$9,203.58	51.56
10-18-645075	MAIN STREET PROGRAM	\$30,000.00	\$1,764.70	\$1,764.70	\$0.00	\$28,235.30	5.88
<b>Total Dept.</b>	<b>ADMINISTRATION</b>	<b>\$349,405.00</b>	<b>\$26,729.68</b>	<b>\$162,779.30</b>	<b>\$0.00</b>	<b>\$186,625.70</b>	<b>46.59</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$2,900.00	\$0.00	\$4,100.00	41.43
10-20-601310	CITY ATTORNEY	\$3,000.00	\$512.34	\$1,968.05	\$0.00	\$1,031.95	65.60
10-20-601610	REGULAR SALARIES	\$42,500.00	\$3,009.28	\$16,990.07	\$0.00	\$25,509.93	39.98
10-20-605000	MEDICARE	\$580.00	\$52.97	\$284.62	\$0.00	\$295.38	49.07
10-20-605010	SOCIAL SECURITY	\$2,480.00	\$226.51	\$1,216.99	\$0.00	\$1,263.01	49.07
10-20-605020	HOSPITALIZATION/LIFE	\$5,016.00	\$410.88	\$2,259.84	\$0.00	\$2,756.16	45.05
10-20-605030	WORKMANS COMPENSATION	\$190.00	\$18.10	\$96.59	\$0.00	\$93.41	50.84
10-20-605040	PENSION CONTRIBUTION	\$7,700.00	\$541.26	\$3,198.91	\$0.00	\$4,501.09	41.54
10-20-610010	POSTAGE	\$1,600.00	\$82.65	\$462.51	\$0.00	\$1,137.49	28.91
10-20-610050	PRINTING/OFFICE SUPPLIES	\$1,400.00	\$31.14	\$768.10	\$0.00	\$631.90	54.86
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	\$0.00	\$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>\$5,465.13</b>	<b>\$31,820.76</b>	<b>\$0.00</b>	<b>\$41,445.24</b>	<b>43.43</b>



**City of Hamilton**  
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**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	\$625.00	\$0.00	\$875.00	41.67
10-22-601020	COUNCIL	\$1,500.00	\$125.00	\$625.00	\$0.00	\$875.00	41.67
10-22-601310	CITY ATTORNEY	\$8,000.00	\$497.27	\$994.54	\$0.00	\$7,005.46	12.43
10-22-605000	MEDICARE	\$75.00	\$10.72	\$32.32	\$0.00	\$42.68	43.09
10-22-605010	SOCIAL SECURITY	\$350.00	\$45.91	\$138.53	\$0.00	\$211.47	39.58
10-22-605030	WORKMANS COMPENSATION	\$35.00	\$3.23	\$9.43	\$0.00	\$25.57	26.94
10-22-605040	Pension Compensation	\$1,200.00	\$76.43	\$152.86	\$0.00	\$1,047.14	12.74
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	\$21.96	\$873.17	\$0.00	\$1,626.83	34.93
<b>Total Dept.</b>	<b>ADMIN/COUNCIL</b>	<b>\$15,910.00</b>	<b>\$905.52</b>	<b>\$3,656.62</b>	<b>\$0.00</b>	<b>\$12,253.38</b>	<b>22.98</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$25,591.70	\$132,128.51	\$0.00	\$173,271.49	43.26
10-24-601660	OVERTIME	\$10,000.00	\$879.36	\$5,470.90	\$0.00	\$4,529.10	54.71
10-24-605000	MEDICARE	\$4,425.00	\$378.59	\$1,978.07	\$0.00	\$2,446.93	44.70
10-24-605010	SOCIAL SECURITY	\$18,900.00	\$1,618.72	\$8,457.75	\$0.00	\$10,442.25	44.75
10-24-605020	HOSPITALIZATION	\$40,150.00	\$2,876.16	\$14,586.24	\$0.00	\$25,563.76	36.33
10-24-605030	WORKMAN'S COMP	\$13,300.00	\$1,059.47	\$5,503.74	\$0.00	\$7,796.26	41.38
10-24-605040	PENSION CONTRIBUTION	\$55,900.00	\$4,068.62	\$23,113.47	\$0.00	\$32,786.53	41.35
10-24-605060	UNIFORMS	\$6,500.00	\$0.00	\$489.34	\$0.00	\$6,010.66	7.53
10-24-610010	POSTAGE	\$300.00	\$14.45	\$184.49	\$0.00	\$115.51	61.50
10-24-610030	OFFICE SUPPLIES	\$2,500.00	\$344.69	\$1,377.24	\$0.00	\$1,122.76	55.09
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	\$1,764.89	\$8,148.20	\$0.00	\$9,851.80	45.27
10-24-615030	TELEPHONE	\$4,000.00	\$511.96	\$2,399.12	\$0.00	\$1,600.88	59.98
10-24-615031	SOFTWARE SUPPORT	\$13,500.00	\$2,237.68	\$9,984.74	\$0.00	\$3,515.26	73.96
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	\$378.24	\$8,807.22	\$0.00	\$1,192.78	88.07
10-24-625015	EQUIPMENT REPAIR	\$2,000.00	\$0.00	\$579.88	\$0.00	\$1,420.12	28.99
10-24-635110	MISCELLANEOUS	\$3,000.00	\$551.68	\$1,560.77	\$0.00	\$1,439.23	52.03
10-24-640031	DUES/SUBSCRIPTIONS	\$500.00	\$0.00	\$298.36	\$0.00	\$201.64	59.67
10-24-640032	EDUCATION MATERIAL	\$350.00	\$177.00	\$353.00	\$0.00	(\$3.00)	100.86
10-24-640040	TRAINING/TRAVEL	\$4,000.00	\$0.00	\$495.00	\$0.00	\$3,505.00	12.38
10-24-651121	CAPITAL IMPROVEMENT	\$7,000.00	\$22,308.49	\$27,308.49	\$0.00	(\$20,308.49)	390.12
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>\$64,761.70</b>	<b>\$253,330.78</b>	<b>\$0.00</b>	<b>\$284,994.22</b>	<b>47.06</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$3,149.99	\$17,507.65	\$0.00	\$12,492.35	58.36
10-26-601660	OVERTIME	\$0.00	\$439.19	\$2,074.99	\$0.00	(\$2,074.99)	0.00
10-26-605000	MEDICARE	\$450.00	\$51.52	\$281.35	\$0.00	\$168.65	62.52
10-26-605010	SOCIAL SECURITY	\$1,850.00	\$220.36	\$1,203.30	\$0.00	\$646.70	65.04
10-26-605020	HOSPITALIZATION/LIFE	\$3,900.00	\$410.88	\$2,259.84	\$0.00	\$1,640.16	57.94
10-26-605030	WORKMANS COMPENSATION	\$300.00	\$156.12	\$851.78	\$0.00	(\$551.78)	283.93
10-26-605040	PENSION CONTRIBUTION	\$5,300.00	\$551.66	\$3,295.64	\$0.00	\$2,004.36	62.18
10-26-610010	POSTAGE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00
10-26-610030	OFFICE SUPPLIES	\$200.00	\$69.24	\$96.23	\$0.00	\$103.77	48.12
10-26-615030	TELEPHONE	\$450.00	\$36.74	\$256.66	\$0.00	\$193.34	57.04
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	\$11.39	\$76.38	\$0.00	\$1,423.62	5.09
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>\$5,097.09</b>	<b>\$28,067.57</b>	<b>\$0.00</b>	<b>\$17,182.43</b>	<b>62.03</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**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	\$1,900.00	\$10,556.25	\$0.00	\$16,143.75	39.54
10-28-601660	OVERTIME	\$0.00	\$131.25	\$600.00	\$0.00	(\$600.00)	0.00
10-28-605000	MEDICARE	\$400.00	\$29.16	\$160.31	\$0.00	\$239.69	40.08
10-28-605010	SOCIAL SECURITY	\$1,670.00	\$124.70	\$685.46	\$0.00	\$984.54	41.05
10-28-605020	HOSPITALIZATION/LIFE	\$3,900.00	\$410.88	\$2,259.84	\$0.00	\$1,640.16	57.94
10-28-605030	WORKMANS COMPENSATION	\$270.00	\$126.95	\$697.26	\$0.00	(\$427.26)	258.24
10-28-605040	PENSION CONTRIBUTION	\$4,800.00	\$312.20	\$1,888.71	\$0.00	\$2,911.29	39.35
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	\$625.64	\$2,518.98	\$0.00	\$5,681.02	30.72
10-28-625010	CITY VEHICLES/EQUIPMENT	\$2,000.00	\$35.43	\$1,050.83	\$0.00	\$949.17	52.54
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>\$3,696.21</b>	<b>\$20,417.64</b>	<b>\$0.00</b>	<b>\$27,922.36</b>	<b>42.24</b>
<b>Total Fund</b>	<b>GENERAL FUND</b>	<b>\$2,531,060.00</b>	<b>\$211,221.73</b>	<b>\$1,113,931.41</b>	<b>\$0.00</b>	<b>\$1,417,128.59</b>	<b>44.01</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$78,148.00	\$0.00	(\$78,148.00)	0.00
60-63-601610	REGULAR SALARIES	\$125,800.00	\$6,057.07	\$45,144.73	\$0.00	\$80,655.27	35.89
60-63-601660	OVERTIME	\$5,000.00	\$529.25	\$3,248.52	\$0.00	\$1,751.48	64.97
60-63-605000	MEDICARE	\$1,850.00	\$84.73	\$647.41	\$0.00	\$1,202.59	35.00
60-63-605010	SOCIAL SECURITY	\$7,800.00	\$362.32	\$2,768.36	\$0.00	\$5,031.64	35.49
60-63-605020	HOSPITALIZATION/LIFE	\$20,075.00	\$821.76	\$6,368.64	\$0.00	\$13,706.36	31.72
60-63-605030	WORKMANS COMPENSATION	\$7,200.00	\$338.39	\$2,484.18	\$0.00	\$4,715.82	34.50
60-63-605040	PENSION CONTRIBUTION	\$23,800.00	\$1,012.32	\$8,244.21	\$0.00	\$15,555.79	34.64
60-63-605060	UNIFORMS	\$2,000.00	\$198.88	\$1,632.02	\$0.00	\$367.98	81.60
60-63-610130	CHEMICALS	\$99.09	\$0.00	\$0.00	\$0.00	\$99.09	0.00
60-63-610170	LABORATORY SUPPLIES	\$250.00	\$233.33	\$233.33	\$0.00	\$16.67	93.33
60-63-610190	GAS/DIESEL	\$10,000.00	\$624.05	\$3,282.83	\$0.00	\$6,717.17	32.83
60-63-610210	MINOR TOOLS & SUPPLIES	\$2,000.00	\$301.32	\$2,817.44	\$0.00	(\$817.44)	140.87
60-63-615030	TELEPHONE	\$3,600.00	\$116.47	\$665.47	\$0.00	\$2,934.53	18.49
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	\$102,240.80	\$513,111.69	\$0.00	\$686,888.31	42.76
60-63-615160	TCEQ WATER SYSTEM FEES	\$4,500.00	\$4.05	\$193.95	\$0.00	\$4,306.05	4.31
60-63-615170	LABORATORY TESTING	\$3,000.00	\$885.44	\$1,825.70	\$0.00	\$1,174.30	60.86
60-63-616000	Electrical	\$40,000.00	\$312.35	\$13,432.81	\$0.00	\$26,567.19	33.58
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	\$195.98	\$4,288.65	\$0.00	\$5,711.35	42.89
60-63-625150	WATER MAINS/SYSTEM REPAIR	\$55,000.00	\$283.10	\$14,865.11	\$0.00	\$40,134.89	27.03
60-63-630060	SUNDRY/FEES	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00
60-63-640020	SCHOOLS	\$2,000.00	\$274.33	\$304.33	\$0.00	\$1,695.67	15.22
60-63-645033	After Hours Meals	\$500.00	\$11.46	\$19.02	\$0.00	\$480.98	3.80
60-63-651180	CAPITAL IMPROVEMENTS	\$20,000.00	\$611.44	\$5,527.21	\$0.00	\$14,472.79	27.64
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	\$69.60	\$19,594.51	\$0.00	\$44,040.49	30.79
<b>Total Dept.</b>	<b>WATER DISTRIBUTION</b>	<b>\$1,893,955.00</b>	<b>\$135,105.44</b>	<b>\$748,385.12</b>	<b>\$0.00</b>	<b>\$1,145,569.88</b>	<b>39.51</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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>					
60-64-601310	CITY ATTORNEY	\$6,000.00	\$497.27	\$994.54	\$0.00	\$5,005.46	16.58
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	\$4,569.24	\$34,989.92	\$0.00	\$49,010.08	41.65
60-64-601660	OVERTIME	\$0.00	\$614.36	\$1,649.20	\$0.00	(\$1,649.20)	0.00
60-64-605000	MEDICARE	\$1,250.00	\$82.27	\$545.28	\$0.00	\$704.72	43.62
60-64-605010	SOCIAL SECURITY	\$5,200.00	\$351.79	\$2,331.73	\$0.00	\$2,868.27	44.84
60-64-605020	HOSPITALIZATION/LIFE	\$7,375.00	\$821.76	\$4,211.52	\$0.00	\$3,163.48	57.11
60-64-605030	WORKMANS COMPENSATION	\$400.00	\$25.56	\$169.37	\$0.00	\$230.63	42.34
60-64-605040	PENSION CONTRIBUTION	\$15,900.00	\$873.16	\$6,448.85	\$0.00	\$9,451.15	40.56
60-64-610010	POSTAGE	\$8,000.00	\$416.97	\$3,116.82	\$0.00	\$4,883.18	38.96
60-64-610030	OFFICE SUPPLIES	\$4,500.00	\$484.11	\$944.32	\$0.00	\$3,555.68	20.98
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	\$13.44	\$64.63	\$0.00	\$185.37	25.85
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	\$266.61	\$1,490.57	\$0.00	\$2,009.43	42.59
60-64-615070	LEGAL AUDITING	\$11,125.00	\$652.50	\$10,755.00	\$0.00	\$370.00	96.67
60-64-615080	LEGAL NOTICES	\$250.00	\$0.00	\$72.30	\$0.00	\$177.70	28.92
60-64-616000	Electrical	\$2,300.00	\$82.85	\$615.24	\$0.00	\$1,684.76	26.75
60-64-616001	Gas	\$600.00	\$67.47	\$261.00	\$0.00	\$339.00	43.50
60-64-625050	OFFICE MACHINES	\$25,000.00	\$898.55	\$13,260.76	\$0.00	\$11,739.24	53.04
60-64-625070	FURNITURE & FIXTURES	\$1,000.00	\$170.00	\$1,060.50	\$0.00	(\$60.50)	106.05
60-64-640032	DUES	\$1,000.00	\$0.00	\$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	\$32.50	\$1,000.24	\$0.00	\$13,999.76	6.67
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>\$10,920.41</b>	<b>\$107,716.40</b>	<b>\$0.00</b>	<b>\$138,683.60</b>	<b>43.72</b>



# City of Hamilton

## Expenditure Statement : 2019 - 2020

### for Accounting Period 2/29/2020

#### 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	\$5,882.88	\$27,992.41	\$0.00	\$45,507.59	38.08
60-65-601660	OVERTIME	\$8,000.00	\$286.26	\$1,822.08	\$0.00	\$6,177.92	22.78
60-65-605000	MEDICARE	\$1,180.00	\$88.74	\$428.35	\$0.00	\$751.65	36.30
60-65-605010	SOCIAL SECURITY	\$5,050.00	\$379.43	\$1,831.53	\$0.00	\$3,218.47	36.27
60-65-605020	HOSPITALIZATION/LIFE	\$7,590.00	\$821.76	\$3,081.60	\$0.00	\$4,508.40	40.60
60-65-605030	WORKMANS COMPENSATION	\$2,710.00	\$219.61	\$904.33	\$0.00	\$1,805.67	33.37
60-65-605040	PENSION CONTRIBUTION	\$15,400.00	\$948.20	\$4,996.43	\$0.00	\$10,403.57	32.44
60-65-605060	UNIFORMS	\$1,050.00	\$117.70	\$749.47	\$0.00	\$300.53	71.38
60-65-610130	CHEMICALS	\$15,000.00	\$670.99	\$7,971.68	\$0.00	\$7,028.32	53.14
60-65-610171	LABORATORY TESTS	\$10,000.00	\$2,466.00	\$9,055.00	\$0.00	\$945.00	90.55
60-65-610190	GAS/DIESEL	\$2,500.00	\$239.36	\$1,303.23	\$0.00	\$1,196.77	52.13
60-65-610210	MINOR TOOLS & SUPPLIES	\$3,000.00	\$307.42	\$1,799.66	\$0.00	\$1,200.34	59.99
60-65-615030	TELEPHONE	\$1,500.00	\$168.71	\$767.21	\$0.00	\$732.79	51.15
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	\$3,171.57	\$15,544.02	\$0.00	\$39,455.98	28.26
60-65-625010	CITY Vehicles/Equipment	\$3,000.00	\$247.32	\$632.82	\$0.00	\$2,367.18	21.09
60-65-630061	PLANT MAINT	\$40,000.00	\$1,820.40	\$35,702.93	\$0.00	\$4,297.07	89.26
60-65-630070	SEWER MAINS/REPAIR/REPLAC	\$35,000.00	\$1,148.64	\$13,397.29	\$0.00	\$21,602.71	38.28
60-65-640020	SCHOOLS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00
60-65-640070	CDBG 2017 SEWER SYSTEM IMPROVEMENTS	\$0.00	\$13,115.37	\$13,115.37	\$0.00	(\$13,115.37)	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	\$770.00	\$1,265.00	\$0.00	\$3,735.00	25.30
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	\$21,305.62	\$21,305.62	\$0.00	\$24,729.38	46.28
<b>Total Dept.</b>	<b>SEWER SYSTEM</b>	<b>\$405,700.00</b>	<b>\$54,175.98</b>	<b>\$196,756.95</b>	<b>\$0.00</b>	<b>\$208,943.05</b>	<b>48.50</b>
<b>Total Fund</b>	<b>UTILITY FUND</b>	<b>\$2,546,055.00</b>	<b>\$200,201.83</b>	<b>\$1,052,858.47</b>	<b>\$0.00</b>	<b>\$1,493,196.53</b>	<b>41.35</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**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	\$230.27	\$1,192.85	\$0.00	\$1,807.15	39.76
75-23-616000	Electrical	\$5,400.00	\$0.00	\$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	\$15.17	\$3,138.13	\$0.00	(\$2,138.13)	313.81
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	\$3,757.45	\$9,624.27	\$0.00	\$10,375.73	48.12
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	\$30,279.31	\$30,279.31	\$0.00	\$0.69	100.00
<b>Total Dept.</b>	<b>AIRPORT EXPENSES</b>	<b>\$167,320.00</b>	<b>\$34,282.20</b>	<b>\$65,909.15</b>	<b>\$0.00</b>	<b>\$101,410.85</b>	<b>39.39</b>
<b>Total Fund</b>	<b>AIRPORT FUND</b>	<b>\$167,320.00</b>	<b>\$34,282.20</b>	<b>\$65,909.15</b>	<b>\$0.00</b>	<b>\$101,410.85</b>	<b>39.39</b>



**City of Hamilton**  
**Expenditure Statement : 2019 - 2020**  
**for Accounting Period 2/29/2020**

**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>\$445,705.76</b>	<b>\$2,267,532.47</b>	<b>\$0.00</b>	<b>\$2,976,902.53</b>	<b>43.24</b>



Agenda Item #4

For Council Action  
March 12, 2020

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

**Subject:** Status Report on the Hamilton Volunteer Fire Department as presented by HVFD President, Tom Dalton.

**Background:** Updates on the Hamilton Volunteer Fire Department.

**Recommendation:** No Action.



Agenda Item #5

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action on Ratification of Government Obligation Contract for Continuation of Bobcat Lease.

**Background:** In 2017 The City began a lease purchase agreement through Bobcat of Dallas for a Bobcat Skid-steer loader and in 2018 The City began a second lease purchase agreement for an additional skid-steer. In December of 2019 one of the lease agreements was discontinued and the bigger of the two Bobcats was retained. The Bobcat is useful for small project.

**Recommendation:** Ratify Government Lease Contract

**RESOLUTION NO. 09-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAMILTON,  
APPROVING THE REFINANCE OF CONTRACT # 3354947 FOR ONE 2018  
BOBCAT 5595-M SKID-STEER LOADER, FOR USE IN THE CITY STREET AND  
WATER UTILITY DEPARTMENT**

**WHEREAS**, the City of Hamilton, is a municipal corporation, duly organized and existing under the laws of the State of Texas; and

**WHEREAS**, the City Council having appropriated funds for this purpose, desires to retain a skid-steer Loader to fill the needs of the Street and Water Utility Department; and

**WHEREAS**, Bobcat of Dallas, Texas, has continued to provide good service, meeting the standards, specifications and pricing,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAMILTON, TEXAS, AS FOLLOWS:**

The transaction will be conducted through a Government Obligation Contract with KS StateBank Financial Services with the annual payment being \$5082.93.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Hamilton, Texas, this 12<sup>th</sup> day of March 2020.

**APPROVED:**

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**Jim McInnis, MAYOR**

**ATTESTED TO BY:**

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**Ryan W. Polster, City Secretary**

# GOVERNMENT OBLIGATION CONTRACT

## Obligor

City of Hamilton, Texas  
200 East Main Street  
Hamilton, Texas 76531

## Obligee

KS StateBank  
1010 Westloop; P.O. Box 69  
Manhattan, Kansas 66505-0069

## Dated as of March 1, 2020

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

### I. Definitions

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

- "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.
- "Budget Year" means the Obligor's fiscal year.
- "Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
- "Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.
- "Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
- "Contract Term" means the Original Term and all Renewal Terms.
- "Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
- "Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
- "Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- "Obligor" means the entity originally listed above as Obligor or any of its assignees.
- "Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.
- "Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
- "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
- "State" means the state which Obligor is located.

### II. Obligor Warranties

**Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:**

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract, including the Act; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms. Obligor is a municipality, county, school district, conservation and reclamation district, hospital organization, or other political subdivision of the State of Texas so as to constitute a "governmental agency" under Section 271.005 of the Texas Local Government Code, as amended ("Act").
- (d) The Equipment listed in Exhibit A constitutes "personal property" under the Act in that it is personal property in the nature of appliances, equipment, or furnishings, or an interest in such type of personal property. The Equipment may be movable or fixed personal property, however the Equipment cannot constitute a permanent, immovable improvement. The Obligor may include materials and labor incidental to the Equipment as part of the Equipment in Exhibit A.
- (e) Obligor shall use the Equipment only for essential, traditional government purposes.
- (f) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor hereby pledges from legally available funds an amount sufficient to provide for the payment of the Contract Payments due under this Contract and such legally available funds have been pledged irrevocably for such payment.
- (l) The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year from legally available funds.
- (m) Obligor is unaware of any pending or threatened litigation before any state or federal court which would affect (1) the authority of the Obligor to enter into this Contract or (2) the authority of the Obligor to pledge the legally available funds to the payment of the Contract Payments due under this Contract. If Obligor should become aware of such pending or threatened litigation, Obligor shall notify Obligor immediately.
- (n) The meeting at which this Contract was adopted was open to the public, and the public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.
- (o) Obligor shall comply with any procurement laws applicable to the Obligor under the laws of this State.
- (p) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (q) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (r) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

**Section 2.02 Escrow Agreement.** In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

## DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

### I. Attached Documentation

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**1. Government Obligation Contract**

- ◆ An authorized Individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
- ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

**2. Exhibit A – Description of Equipment**

- ◆ Review equipment description. Complete serial number/VIN if applicable.
- ◆ List the location where the equipment will be located after delivery/installation.

**3. Exhibit B – Payment Schedule**

- ◆ Sign and print name and title

**4. Debit Authorization – (Preferred)**

- ◆ Complete form and attach a voided check

**5. 8038GC IRS Form**

- ◆ Please read 8038 Review Form
- ◆ In Box 2, type Employer Identification Number
- ◆ Sign and print name and title

### II. Additional Documentation Required

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1. First payment check as stated on attached invoice

### III. Condition to Funding

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If, for any reason: (i) the required documentation is not returned by June 20, 2020, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

**All documentation should be returned to:**

KS StateBank  
2627 KFB Plaza, Suite 202E  
Manhattan, Kansas 66503

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments from the legally available funds, as referenced in Section 4.01 below, exclusively to Oblgee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Oblgee or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Oblgee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Oblgee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Oblgee hereunder have been received, Oblgee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL.** THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblgee then Oblgee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

### IV. Appropriation of Money

**Section 4.01 Appropriation.** Obligor shall be obligated to appropriate from legally available funds sufficient money in each Budget Year to make all the Contract Payments for the Original Term and each successive Renewal Term as each Contract Payment comes due. Obligor hereby pledges such revenues, funds, or taxes which constitute legally available funds, within the limits prescribed by law, that is sufficient to provide timely payment of the Contract Payments when due. Such legally available funds shall be made payable from all or any part of any revenues, funds, or taxes available to Obligor for its public purposes in accordance with Section 271.005 of the Texas Local Government Code. If Obligor fails to make an appropriation of money to make any Contract Payment, then an Event of Default will be deemed to have occurred as set forth under Section IX below. This Contract represents a binding and enforceable promise to pay in accordance with the terms herein by the Obligor.

### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblgee with a certificate of insurance which lists the Oblgee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblgee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblgee from liability and property damage in any form and amount satisfactory to Oblgee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblgee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblgee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblgee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblgee or its assignees. Obligor shall furnish to Oblgee certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblgee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblgee.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Oblgee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on or asserted against Oblgee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblgee in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblgee such documents as Oblgee may request to evidence the passage of legal title to the Equipment to Oblgee.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblgee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Oblgee, whether offered prior to or subsequent hereto, also secures this obligation. Obligor hereby also pledges such revenues, funds, or taxes which constitute legally available funds in accordance with 271.005 of the Texas Local Government Code, within the limits prescribed by law, that is sufficient to provide timely payment of the Contract Payments when due. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblgee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

### VII. Assignment

**Section 7.01 Assignment by Obligor.** All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

**VIII. Maintenance of Equipment**

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

**IX. Default**

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the Contract Term to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees to a location specified by Obligees. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04 Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees's request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

**Section 10.01 Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02 Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

**Section 10.05 Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06 Captions.** The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

**Section 10.07 Master Contract.** This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

**Section 10.08 Entire Writing.** This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

**Section 10.09 Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

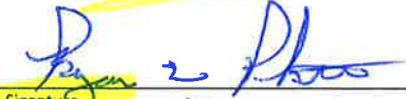
**Section 10.10 Acceptance of Equipment Certification.** By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

**Section 10.11 Resolution and Authorization.** By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approved method approve the entering into of the Contract by the Obligor and specifically designated and authorized the Individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Hamilton, Texas

KS StateBank



Signature  
Ryan W. Polster Interim City Administrator  
Printed Name and Title

Signature  
Marsha Jarvis, Senior Vice President  
Printed Name and Title

City of Hamilton, Texas

Attested By Authorized Individual:

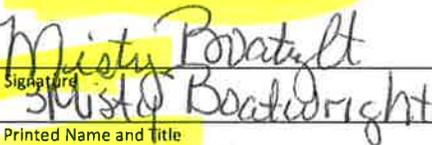
  
Signature  
Misty Boatwright  
Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

**RE: Government Obligation Contract dated as of March 1, 2020, between KS StateBank (Obligee) and City of Hamilton, Texas (Obligor)**

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Refinance of Contract # 3354947 for One (1) 2018 Bobcat S595-M Skid-Steer Loader, SN: B3NL13296, One (1) 68" Low Profile Bucket

Physical Address of Equipment after Delivery : 309 West Henry Street, Hamilton, TX 76531

## EXHIBIT B

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of March 1, 2020, between KS StateBank (Obligee) and City of Hamilton, Texas (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$37,901.36
Total Number of Payments:	Two (2)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$5,082.93	\$0.00	\$5,082.93	\$33,767.84
2	01-Mar-21	\$34,784.25	\$1,965.82	\$32,818.43	\$0.00

City of Hamilton, Texas

Signature

Printed Name and Title

\*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

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

Department of the Treasury  
Internal Revenue Service

▶ **Under Internal Revenue Code section 149(e)**  
**Caution: If the issue price is \$100,000 or more, use Form 8038-G.**

<b>Part I Reporting Authority</b>		Check box if <b>Amended Return</b> <input type="checkbox"/>
1 Issuer's name <b>City of Hamilton, Texas</b>		2 Issuer's employer identification number (EIN) <b>74 6001033</b>
3 Number and street (or P.O. box if mail is not delivered to street address) <b>200 East Main Street</b>		Room/suite
4 City, town, or post office, state, and ZIP code <b>Hamilton, Texas 76531</b>		5 Report number (For IRS Use Only) [ ] [ ] [ ]
6 Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information <b>Mr. Pete Kamper, City Administrator</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 checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>			
8a Issue price of obligation(s) (see instructions)	8a	37,901	36
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ <b>03/01/2020</b>			
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	37,901	36
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 checked="" 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: <b>KS StateBank</b>			
13 Vendor's or bank's employer identification number: <b>48 0760380</b>			

<b>Signature and Consent</b>	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 that I have authorized above.				
	 Signature of issuer's authorized representative	03-03-2020 Date	Ryan Polster Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>H. Evan Howe</b>	Preparer's signature <i>H. Evan Howe</i>	Date <b>02/20/2020</b>	Check <input type="checkbox"/> if self-employed	PTIN <b>P01438994</b>
	Firm's Name ▶ <b>Baystone Financial LLC</b>	Firm's EIN ▶ <b>48-1223987</b>			
	Firm's Address ▶ <b>12980 Metcalf, Suite 310, Overland Park, KS 66213</b>	Phone no. <b>(800) 752-3562</b>			

**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.



Agenda Item #6

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action Authorizing the Mayor to Enter into an Agreement with Reavis Consulting Engineers for amending Division 2 and Division 3 of Article IV of Chapter 62 Utilities. To establish testing procedures, fees and penalties for noncompliance with sewage discharge.

**Background:** City Council added a Grease Trap Ordinance in March of 2018. As stated in the Attached Proposal, the City's grease trap Ordinance is in place; however, the wording and compliance guidelines throughout Division 2 and 3 need to be revised. Through working with Mr. Reavis, City staff seeks to develop a step by step plan to help reduce the amount of fats, oils and grease in the collection system. I am e-mailing with Caleb Olson, Enforcement Coordinator in TCEQs Office of Compliance and Enforcement. Since the City is under enforcement we need to continue making progress until we fix this issue.

**Recommendation:** Authorize the Mayor to enter agreement.



Sewer  
Stoppage in  
February 2020.  
One of the  
manholes on  
the line that  
goes though  
Mayor McInnis'  
Property.

*REA VIS CONSULTING ENGINEERS*

*Texas Engineering Firm Registration Number F-6081*

*Texas Surveying Firm Registration Number 10071100*

*2003 North Mays, Suite 105*

*Round Rock, Texas 78664*

February 20, 2020

Mr. Ryan Poister  
Acting City Administrator  
City of Hamilton  
200 East Main Street  
Hamilton, Texas 76531

Dear Mr. Poister:

I enjoyed the visit last week regarding the review and updating of the City's waste ordinances that regulate the entry of wastes into the collection system that are other than household wastes. At this time, you and Jacob Robertson, the Director of Public Works both felt that it was necessary for you to begin increased enforcement of those ordinances.

The City had experienced a wastewater line stoppage and a spill on August 28<sup>th</sup> and 29<sup>th</sup> of 2019.

The occurrence of excessive oils and greases in the trunk line have been identified as the cause of the stoppage and the overflow. You also understood that you are required to initiate any preventative measures necessary to prevent the reoccurrence of this violation and should report your progress to TCEQ to mitigate and possibly avoid enforcement actions from them. Your objective for the meeting was to review and revise as necessary all city ordinances already existing and perhaps add to those ordinances to facilitate sound but reasonable enforcement.

I have put together a short proposal with an estimated budget to accomplish this task as I understand it. A one page resume for me is attached. Involvement with waste ordinances has been necessary in every City I have worked in throughout my career. I made a quick review of the City ordinances I found on your web site and attached a copy with highlighting and conceptual comments. I found that sufficient authority in those ordinances exists, but clarifications, streamlining and revisions are needed. My estimated budget assumes that you and your staff would work hand in hand with me to assure that the objectives of the City are respected and that unnecessary time is not lost.

If I am retained to do this work, I think an important step is to meet with TCEQ Enforcement and advise them what the City has done to respond to the problem and to prevent it from happening again. The objective would be to determine as best we can how they intend to proceed the schedule they may be expecting. In that regard, we need to advise the TCEQ that the ordinances are being revised to be consistent with the wastewater treatment plant discharge permit requirements and with TCEQ industrial wastewater discharge rules for discharging to a public wastewater treatment plant. This needs to be done with the understanding that larger cities are already required to follow very specific rules for industrial discharges to their system and to enforce those rules completely at their cost.

The advantage in getting ahead of any future enforcement of mandated TCEQ rules is that the City can structure a phased enforcement and a phased industrial waste surcharge structure that allows those businesses affected to plan for and install facilities necessary to meet

the ordinances. This can mitigate some of hardships involved when a business has to be retrofitted to meet a City code. TCEQ already requires the City to enforce the industrial waste ordinances but if enforcement can be handled by the local City government, the enforcement can be made reasonable to suit local situations.

Please review the attachments and the proposal with the estimated budget and let me know of any issues and concerns that you may have. I will be happy to address those concerns. Please give me a call any time. If the proposal is acceptable, I would appreciate a letter providing a notice to proceed on the work.

Sincerely,

A handwritten signature in blue ink that reads "Marvin W. Reavis". The signature is fluid and cursive, with the first name "Marvin" being the most prominent part.

Marvin W. Reavis, P.E., R.P.L.S  
Reavis Consulting Engineers

Attachments

Proposal with tasks and budget

1 Resume of MWR

2 Highlighted City of Hamilton Ordinances

**CITY OF HAMILTON**  
**ESTIMATED COST AND SCOPE OF PROPOSED**  
**WORK BY REAVIS CONSULTING ENGINEERS RE: INDUSTRIAL WASTES**

**MARCH 5, 2020**

**Objectives:**

- To review and modify the current City of Hamilton Codes and Ordinances concerning Article IV – Sewer Service, from Division 2 – Industrial Wastes through and including Division 3 – Grease Trap & Grease Trap Interceptor Regulations
- To meet with and demonstrate to the Texas Commission on Environmental Quality (TCEQ) the City of Hamilton’s commitment to and strategy for the reduction / elimination of potential grease-induced accidents

**Goals:**

- Achieve the intent of requirements in the City of Hamilton’s permit to discharge treated wastewater into the waters of the state (Texas Pollutant Discharge Elimination System (TPDES) Permit #WQ0010492002)
- Prevent grease accumulations in the wastewater collection system (pipes and manholes) that could result in a sewer discharge as experienced during August 28<sup>th</sup> and 29<sup>th</sup> of 2019;
- Control waste discharges to the City wastewater treatment plant that could cause a permit violation and/or an increase in the operating cost of the plant.
- Develop and implement a plan for regular, consistent testing of all industrial waste producers within the city limits or extra-territorial jurisdiction (ETJ) of Hamilton, Texas
- Design a schedule of surcharges to encourage violators into compliance and a phased schedule of remediation to abate problem situations

**Background:**

Reavis Consulting Engineers downloaded and reviewed the current City of Hamilton Industrial Waste codes to determine the level of effort required to achieve the Objectives and Goals stated above. They noted the following:

- Most of the ordinances were updated in 1976, in 2000, and in March of 2018.
- Sufficient authority to begin immediate implementation exists in those ordinances.
- There are a few basic things that can be achieved immediately:
  - The ordinances need to be updated to agree with the TCEQ Requirements in the TPDES Discharge Permit for the Wastewater Treatment Plant.
  - Redundant items in different sections need to be brought into agreement or omitted.
  - Terminology needs to be reviewed. Example: In one ordinance, the City is referred to as the City of Hamilton or “the City”; in another, it is called “the approving authority” and in another, it is called the “POTW” (meaning the Publically Owned Treatment Works). The words “approving authority” are taken directly from TCEQ rules and are meant to be edited to the appropriate entity.
  - In one section there is a lengthy calculation for the Industrial Waste Charges. This needs to be simplified and replaced. In another section, it refers to a table of charges. If it is practical, a table of charges would be preferred.

- Industrial Waste Charges should be similar to surrounding communities and should be structured to prevent discharges of harmful substances into the system rather than bringing in increased revenue.

This proposal is based upon the City Staff taking a lead role and Reavis Consulting Engineers taking a technical role in Ordinance revisions. The engineer will not charge for travel to the client's location nor to a location such as TCEQ that is within 25 miles from the Reavis office. If travel outside of the 25-mile range is necessary, it will be charged at the IRS allowable rate.

<b><u>Task</u></b>	<b><u>Responsibility</u></b>
--------------------	------------------------------

**Respond to Spill and Further Implications**

- |  |       |
|--|-------|
| 1. Meet with TCEQ Enforcement to review the effort the City has made to address the overflow in August and discuss phasing for enforcing the ordinances to prevent reoccurrences | Staff |
|--|-------|

**Review and Revise Existing Ordinances as Necessary**

- |  |        |
|--|--------|
| 1.a. Conduct a thorough review of City Codes and Ordinances related to the quality of industrial waste discharged into the City system to isolate technical issues that need attention.  | Marvin |
| 1.b. Confirm the definition of "normal wastewater" as addressed in prior engineering reports for design and permitting for the plant in City files.  | Marvin |
| 2. Review the clauses in the City Wastewater Permit that are required and review the body and requirements for each.   | Staff  |
| 3. Review the most current industrial related rules by TCEQ that are appropriate for the size of City Hamilton is and for the size of wastewater treatment plant they operate.   | Marvin |
| 4.a. Conduct an online search of waste charges in other similar cities   | Marvin |
| 4.b. Draft a Table of Industrial Waste Charges using information from 4.a.   | Marvin |
| 5. Note, mark and/or highlight technical revisions needed to existing ordinances and provide technical information required for Staff to write revisions required to amend specific paragraphs in ordinances. Some technical aspects include: <ul style="list-style-type: none"> <li>○ Identify potential methods of testing for fats, oils, TSS and BOD and the advantages / disadvantages of each</li> <li>○ Detail and recommend frequency of testing and the time span to test to determine that a business is in compliance.</li> <li>○ Specify how to identify which businesses shall abide by industrial waste rules and which businesses shall follow grease trap rules.</li> <li>○ Identify and specify values from the tests that show noncompliance, to include acceptable levels for fats, oils, TSS and BOD.</li> <li>○ Recommend a method to identify which businesses will use the permitting process.</li> <li>○ Identify and specify fees to be imposed for noncompliance.</li> <li>○ Identify and specify a graduating fee scale for continued noncompliance.</li> </ul> | Marvin |

23 manhours x \$125/ manhour = Estimated **\$2,875**  
Note: This can likely be completed 2 weeks after the Notice to Proceed and upon delivery of required information by staff.

**After Consent is reached on the revisions to the Ordinances**

1. Draft Permit Application Instructions as an attachment to ordinance		Marvin/Staff
2. Work with Jacob and Karla and refine.		Marvin/Staff
3. Present to City Council		Staff
<hr/>		
4 Manhours engineering times \$125/manhour	Estimated	<b>\$500</b>
<b>Total Estimated Budget</b>		<b>\$3,375</b>

This is a budget based on what the engineer knows at this time with only a cursory review of the City Ordinances. If major problems are discovered that cannot be contained in this budget, the engineer will notify the city accordingly. If the City wants the problem resolved, a budget revision will be requested.

**Acceptance Of Proposal**

By signing below, I Jim McInnis, do hereby accept the terms of this Estimated Cost and Scope of Proposed Work by Reavis Consultin Engineers RE: Industrial Waste for the City of Hamilton.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MARVIN WILLIAM REAVIS, P.E.,R.P.L.S.**  
**REAVIS CONSULTING ENGINEERS**  
**2003 NORTH MAYS, SUITE 105**  
**ROUND ROCK, TEXAS 78681**  
Office 512-238-1358; FAX 512-238-1358; Mobile 512-413-9285  
EMAIL: [mwreavis@swbell.net](mailto:mwreavis@swbell.net)

**INTRODUCTION**

A professional career beginning in 1970 includes more than 50 years experience in engineering design, planning and project management of municipal, water and wastewater utility, environmental, and civil engineering projects. Has experience in consulting in the municipal sector including water and wastewater treatment, distribution, and collection, permitting, water wells, surface water supply and long range planning. The last 42 years has been in the management of consulting engineering firms, major projects and engineering teams. Major projects include infrastructure projects for the Cities of Houston, San Antonio, and Austin, Texas A & M System and industrial projects. Other projects range from small water supply corporations to small cities with all types of treatment and distribution systems in Texas.

**PROFESSIONAL REGISTRATIONS**

Registered Professional Engineer, Texas number 40787  
Registered Professional Land Surveyor, Texas number 3502

**ENGINEERING/MANAGEMENT EXPERIENCE**

President and owner of Reavis Consulting Engineers  
Vice President and Partner, Bernard Johnson, Inc.  
Vice President, Curington Associates, Inc. (formerly Bryant-Curington)  
Project Manager, RMT/Jones and Neuse, Inc.  
Assistant Austin Division Manager, Lockwood, Andrews and Newnam, Inc.  
Project Engineer, Turner, Collie, and Braden, Inc.  
Plant Engineer, Celanese Chemical Company, Inc., Bay City, Texas Plant  
Engineer, Central Power and Light Company, Corpus Christi Home Office and Bay City District

**EDUCATION**

Texas A & M University College Station, Texas  
M.S. Civil Engineering, Sept. 1974 to Feb. 1976; GPA: 4.0/4.0, Member: Phi Kappa Phi

Texas A & M University College Station, Texas  
B.S. Agricultural Engineering, Sept. 1967 to Jan. 1970

**EXPERIENCE**

**DESIGN**

**Municipal**

Experience includes approximately \$300 million in CIP projects for the major cities in Texas. Work includes both the City of Austin A. R. Davis and Ullrich Water Treatment Plants, associated 48 inch through 60 inch transmission pipelines, an 84 inch tunnel, pump stations, lift stations, Brodie Lane improvements and other projects. Smaller projects include the design, testing and construction oversight for numerous water supply wells, water pump stations, tanks, and ground and surface water treatment facilities. Water treatment plants include various projects for the Cities of Taylor, Granite Shoals, Blanco, City Gonzales, Evant and others. Most include on going services related to surface water treatment, dams, membranes, CT studies, disinfection changes, chlorine dioxide, and aeration. Have redesigned and refurbished existing plants to meet new surface water criteria. Some projects include custom designed fabricated process equipment improvements to upgrade or expand existing water treatment plants. This work includes converting processes from the extended aeration process to the complete mix process to treat for ammonia. These projects have included river and lake intakes, filters, solids contact clarifiers, conventional clarifiers, enhanced flocculation and rapid mixing, chemical feeding, SCADA and instrumentation for full system monitoring, and new facilities. Plants have included adding new reverse osmosis treatment systems with roughing filters, real time performance documentation, turbidity, chlorine and pH analyzers. Other projects have included conversion to chloramines and chlorine dioxide. Wastewater treatment experience includes plants from 20,000 gpd to 120 mgd in various forms of treatment including tertiary treatment, ammonia and phosphorous removal. Experienced in sludge dewatering including centrifuges, belt filter presses and all types of drying beds.

Other environmental, civil, and mechanical projects have been completed for about forty cities, and utility districts in Texas.

**Industrial**

Experience includes the design and construction management of major industrial projects for Penreco, Amerada-Hess, Chevron, Levi-Strauss contractors, Celanese Chemical, AES Deep Water, Western Atlas-Wireline, Motorola, Tracor, Southwestern Graphite Company, and others. Projects include industrial pretreatment, hazardous waste handling and treatment, and high purity water treatment and recycling systems. Practice also includes on-going environmental treatment processes and permit representation before TCEQ, EPA, and other regulatory agencies.

**Other**

Trouble shoot construction defects, provide investigation and documentation for trials, act as negotiator in mediation, and expert witness in trials and depositions. Represent other engineers and surveyors in law suites. Work also includes on going services as City Engineer on an as needed basis for several cities.

**CONSTRUCTION**

Construction projects include 2.5 years as Resident Engineer at the City of Austin Ullrich WTP, design/construct projects for Penreco and Chevron, and construction phase services for fast track projects at Motorola, Tracor, City of Taylor, and others.

## ATTACHMENT 2

### CITY OF HAMILTON, TEXAS CURRENT CODES AS OF February 19, 2020, APPLYING TO REGULATING ALL WASTES DISCHARGED INTO THE SEWER SYSTEM

#### COPIED FROM CITY WEB SITE

##### DIVISION 2. - INDUSTRIAL WASTES

###### Sec. 62-186. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Approving authority means the city administrator or his duly authorized representative.**

*B.O.D. (biochemical oxygen demand)* means the quantity of oxygen by weight, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of 20 degrees Celsius.

*Building sewer* means the extension from the building drain to the public sewer or other place of disposal (also called house lateral and house connection).

*City* means the City of Hamilton, Texas, or any authorized person acting in its behalf.

*C.O.D. (chemical oxygen demand)* means measure of the oxygen consuming capacity of inorganic and organic matter present in the water or wastewater expressed in mg/l as the amount of oxygen consumed from a chemical oxidant in a specific test, but not differentiating between stable and unstable organic matter and thus not necessarily correlating with biochemical oxygen demand.

*Control manhole* means a manhole giving access to a building sewer at some point before the building sewer discharge mixes with other discharges in the public sewer.

*Control point* means a point of access to a course of discharge before the discharge mixes with other discharges in the public sewer.

*Director* means the utility director of the city or his duly authorized deputy, agent or representative.

*Garbage* means animal and vegetable wastes and residue from preparation, cooking and dispensing of food, and from the handling, processing, storage and sale of food products and produce.

*Industrial waste* means waste resulting from any process of industry, manufacturing, trade or business from the development of any natural resource, or any mixture of the waste with water or normal wastewater, or distinct from normal wastewater.

*Industrial waste charge* means the charge made on those persons who discharge industrial wastes into the city's sewerage system.

*Milligrams per liter (mg/l)* means the same as parts per million and is a weight-to-volume ratio; the milligram-per-liter value multiplied by factor 8.34 shall be equivalent to pounds per million gallons of water.

*Natural outlet* means any outlet into a watercourse, ditch, lake or other body of surface water or groundwater.

**Normal domestic wastewater means wastewater excluding industrial wastewater discharged by a person into sanitary sewers and in which the average concentration of total suspended solids is not more than 250 mg/l and B.O.D. is not more than 250 mg/l. NOTE: THIS MUST BE CONSISTANT WITH THE DESIGN OF THE WWTP AND MAY BE 200 MG/L EACH.**

*Overload* means the imposition of organic or hydraulic loading on a treatment facility in excess of its engineered design capacity.

*Person* includes corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership association, and any other legal entity.

*pH* means the logarithm (base 10) of the reciprocal of the hydrogen ion concentration.

*Public sewer* means pipe or conduit carrying wastewater or unpolluted drainage in which owners of abutting properties shall have the use, subject to control by the city.

*Sanitary sewer* means a public sewer that conveys domestic wastewater or industrial wastes or a combination of both, and into which stormwater, surface water, groundwater and other unpolluted wastes are not intentionally passed.

*Slug* means any discharge of water, wastewater or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation.

*Standard Methods* means the examination and analytical procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Control Federation.

*Storm sewer* means a public sewer which carries stormwaters and surface waters and drainage and into which domestic wastewater or industrial wastes are not intentionally passed.

*Stormwater* means rainfall or any other forms of precipitation.

*Suspended solids* means solids measured in mg/l that either float on the surface of, or are in suspension in water, wastewater or other liquids, and which are largely removable by a laboratory filtration device.

*To discharge* includes to deposit, conduct, drain, emit, throw, run, allow to seep or otherwise release or dispose of, or to allow, permit or suffer any of these acts or omissions.

*Trap* means a device designed to skim, settle or otherwise remove grease, oil, sand, flammable wastes or other harmful substances.

*Unpolluted wastewater* means water containing:

- (1) No free or emulsified grease or oil.
- (2) No acids or alkalis.
- (3) No phenols or other substances producing taste or odor in receiving water.
- (4) No toxic or poisonous substances in suspension, colloidal state or solution.
- (5) No noxious or otherwise obnoxious or odorous gases.
- (6) Not more than ten mg/l each of suspended solids and B.O.D.
- (7) Color not exceeding 50 units as measured by the platinum-cobalt method of determination as specified in Standard Methods.

*Waste* means rejected, unutilized or superfluous substances in liquid, gaseous or solid form resulting from domestic, agricultural or industrial activities.

*Wastewater* means a combination of the water-carried waste from residences, business buildings, institutions and industrial establishments, together with any groundwater, surface water and stormwater that may be present.

*Wastewater facilities* includes all facilities for collection, pumping, treating and disposing of wastewater and industrial wastes.

*Wastewater service charge* means the charge on all users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal wastewater.

*Wastewater treatment plant* means any city-owned facilities, devices and structures used for receiving, processing and treating wastewater, industrial waste and sludges from the sanitary sewers.

*Watercourse* means a natural or manmade channel in which a flow of water occurs, either continuously or intermittently.

(Ord. of 2-12-76(2), § 1)

**Cross reference**— Definitions generally, § 1-2.

Sec. 62-187. - Prohibited discharges.

- (a) No person may discharge to public sewers any waste which by itself or by interaction with other wastes may:
  - (1) Injure or interfere with wastewater treatment processes or facilities.
  - (2) Constitute a hazard to humans or animals.
  - (3) Create a hazard in receiving waters of the wastewater treatment plant effluent.
- (b) All discharges shall conform to requirements of this division.

(Ord. of 2-12-76(2), § 2)

Sec. 62-188. - Chemical discharges.

- (a) No discharge to public sewers may contain:
  - (1) Cyanide greater than one mg/l.
  - (2) Fluoride other than that contained in the public water supply.
  - (3) Chlorides in concentrations greater than 250 mg/l.
  - (4) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
  - (5) Substances causing an excessive chemical oxygen demand (C.O.D.).
- (b) No waste or wastewater discharged to public waters may contain:
  - (1) Strong acid iron pickling wastes, or concentrated plating solutions, whether neutralized or not.
  - (2) Fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 and 150 degrees Fahrenheit (0 and 65 degrees Celsius).
  - (3) Objectionable or toxic substances, exerting an excessive chlorine requirement, to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the approving authority for such materials.
  - (4) Obnoxious, toxic or poisonous solids, liquids or gases in quantities sufficient to violate the provisions of section 62-187(a).
- (c) No waste, wastewater or other substance may be discharged into public sewers which has a pH lower than 5.5 or higher than 9.5 or any other corrosive property capable of causing damage or hazard to structures, equipment and personnel at the wastewater facilities.

- (d) All waste, wastewater or other substance containing phenols, hydrogen sulfide or other taste- and odor-producing substances, shall conform to concentration limits established by the approving authority. After treatment of the composite wastewater, concentration limits may not exceed the requirements established by state, federal or other agencies with jurisdiction over discharges to receiving waters.

(Ord. of 2-12-76(2), § 3)

Sec. 62-189. - Heavy metals and toxic materials.

- (a) No discharges may contain concentrations of heavy metals greater than amounts specified in subsection (b) of this section.
- (b) The maximum allowable concentrations of heavy metals stated in terms of milligrams per liter (mg/l), determined on the basis of individual sampling in accordance with Standard Methods are:

(1)	Arsenic .....	.05 mg/l
(2)	Barium .....	5.0 mg/l
(3)	Boron .....	1.0 mg/l
(4)	Cadmium .....	.02 mg/l
(5)	Chromium Tri .....	5.0 mg/l
(6)	Chromium, Hexa .....	.05 mg/l
(7)	Copper .....	1.0 mg/l
(8)	Lead .....	0.1 mg/l
(9)	Manganese .....	1.0 mg/l
(10)	Mercury .....	0.005 mg/l
(11)	Nickel .....	1.0 mg/l
(12)	Selenium .....	0.02 mg/l
(13)	Silver .....	0.1 mg/l
(14)	Zinc .....	5.0 mg/l

- (c) No other heavy metals or toxic materials may be discharged into public sewers without a permit from the approving authority specifying conditions of pretreatment, concentrations, volumes and other applicable provisions.
- (d) Prohibited heavy metals and toxic materials include but are not limited to:
  - (1) Antimony.
  - (2) Beryllium.
  - (3) Bismuth.
  - (4) Cobalt.
  - (5) Molybdenum.
  - (6) Uranyl ion.
  - (7) Rhenium.
  - (8) Strontium.
  - (9) Tellurium.
  - (10) Herbicides.
  - (11) Fungicides.
  - (12) Pesticides.

(Ord. of 2-12-76(2), § 4)

Sec. 62-190. - Garbage.

- (a) No person may discharge garbage into public sewers unless it is shredded to a degree that all particles can be carried freely under the flow conditions normally prevailing in public sewers. Particles greater than one-half inch in any dimension are prohibited.
- (b) The approving authority is entitled to review and approve the installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater.

(Ord. of 2-12-76(2), § 5)

Sec. 62-191. - Stormwater and other unpolluted drainage.

- (a) No person may discharge to public sanitary sewers:
  - (1) Unpolluted stormwater, surface water, groundwater, roof runoff or subsurface drainage.
  - (2) Unpolluted cooling water.
  - (3) Unpolluted industrial process waters.
  - (4) Other unpolluted drainage.
- (b) In compliance with the Texas Water Quality Act (V.T.C.A., Water Code § 26.001 et seq.) and other statutes, the approving authority may designate storm sewers and other watercourses into which unpolluted drainage described in subsection (a) of this section may be discharged.

(Ord. of 2-12-76(2), § 6)

Sec. 62-192. - Temperature.

No person may discharge liquid or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius), or any substance which causes the temperature of the total wastewater treatment plant influent to increase at a rate of ten degrees Fahrenheit or more per hour, or a combined total increase of plant influent temperature to 110 degrees Fahrenheit.

(Ord. of 2-12-76(2), § 7)

Sec. 62-193. - Radioactive wastes.

- (a) No person may discharge radioactive wastes or isotopes into public sewers without the permission of the approving authority.
- (b) The approving authority may establish, in compliance with applicable state and federal regulations, regulations for discharge of radioactive wastes into public sewers.

(Ord. of 2-12-76(2), § 8)

Sec. 62-194. - Impairment of facilities.

(a) No person may discharge into public sewers any substance capable of causing:

- (1) Obstruction to the flow in sewers.
- (2) Interference with the operation of treatment processes or facilities.
- (3) Excessive loading of treatment facilities.

(b) Discharges prohibited by subsection (a) of this section include, but are not limited to, materials which exert or cause concentrations of:

- (1) Inert suspended solids greater than 250 mg/l including but not limited to:
  - a. Fuller's earth.
  - b. Lime slurries.
  - c. Lime residues.
- (2) Dissolved solids greater than 250 mg/l including but not limited to:
  - a. Sodium chloride.
  - b. Sodium sulfate.
- (3) Excessive discoloration including but not limited to:
  - a. Dye wastes.
  - b. Vegetable tanning solutions.

(4) B.O.D., C.O.D. or chlorine demand in excess of normal plant capacity.

(c) No person may discharge into public sewers any substance that may:

- (1) Deposit grease or oil in the sewer lines in such a manner as to clog the sewers.
- (2) Overload skimming and grease handling equipment.
- (3) Pass to the receiving waters without being effectively treated by normal wastewater treatment processes due to the nonamenability of the substance to bacterial action.
- (4) Deleteriously affect the treatment process due to excessive quantities.

- (d) No person may discharge any substance into public sewers which:
  - (1) Is not amenable to treatment or reduction by the processes and facilities employed; or
  - (2) Is amenable to treatment only to such a degree that the treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (e) The approving authority shall regulate the flow and concentration of slugs when they may:
  - (1) Impair the treatment process.
  - (2) Cause damage to collection facilities.
  - (3) Incur treatment costs exceeding those for normal wastewater.
  - (4) Render the waste unfit for stream disposal or industrial use.
- (f) No person may discharge into public sewers solid or viscous substances which may violate subsection (a) of this section if present in sufficient quantity or size including but not limited to:
  - (1) Ashes.
  - (2) Cinders.
  - (3) Sand.
  - (4) Mud.
  - (5) Straw.
  - (6) Shavings.
  - (7) Metal.
  - (8) Glass.
  - (9) Rags.
  - (10) Feathers.
  - (11) Tar.
  - (12) Plastics.
  - (13) Wood.
  - (14) Underground garbage.
  - (15) Whole blood.
  - (16) Paunch manure.
  - (17) Hair and fleshings.
  - (18) Entrails.
  - (19) Paper products, either whole or ground by garbage grinders.
  - (20) Slops.
  - (21) Chemical residues.
  - (22) Paint residues.
  - (23) Bulk solids.

(Ord. of 2-12-76(2), § 9)

Sec. 62-195. - Compliance with existing authority.

- (a) Unless exception is granted by the approving authority the public sanitary sewage system shall be used by all persons discharging:
  - (1) Wastewater.
  - (2) Industrial waste.
  - (3) Polluted liquids.
- (b) Unless authorized by the Texas Natural Resource and Conservation Commission, no person may deposit or discharge any waste included in subsection (a) of this section on public or private property in or adjacent to any:
  - (1) Natural outlet.
  - (2) Watercourse.
  - (3) Other area within the jurisdiction of the city.
- (c) The approving authority shall verify prior to discharge that wastes authorized to be discharged will receive suitable treatment within the provisions of laws, regulations, ordinances, rules and orders of federal, state and local governments.

(Ord. of 2-12-76(2), § 10; Ord. No. 00-2, 1-13-00)

Sec. 62-196. - Approving authority requirements.

- (a) If discharges or proposed discharges to public sewers may:
    - (1) Deleteriously affect wastewater facilities, processes, equipment or receiving waters;
    - (2) Create a hazard to life or health; or
    - (3) Create a public nuisance;
- the approving authority shall require:
- (1) Pretreatment to an acceptable condition for discharge to the public sewers.
  - (2) Control over the quantities and rates of discharge.
  - (3) Payment to cover the cost of handling and treating the wastes.
- (b) The approving authority is entitled to determine whether a discharge or proposed discharge is included under subsection (a) of this section.
  - (c) The approving authority shall reject wastes when:
    - (1) It determines that a discharge or proposed discharge is included under subsection (a) of this section; and
    - (2) The discharger does not meet the requirements of subsection (a) of this section.

(Ord. of 2-12-76(2), § 11)

Sec. 62-197. - Approving authority review and approval.

- (a) If pretreatment or control is required, the approving authority shall review and approve design and installation of equipment and processes.
- (b) The design and installation of equipment and processes must conform to all applicable statutes, codes, ordinances and other laws.

- (c) Any person responsible for discharges requiring pretreatment, flow-equalizing or other facilities shall provide and maintain the facilities in effective operating condition at his own expense.

(Ord. of 2-12-76(2), § 12)

Sec. 62-198. - Requirements for traps.

- (a) Discharges requiring a trap include:

- (1) Grease or waste containing grease in excessive amounts.
- (2) Oil.
- (3) Sand.
- (4) Flammable wastes.
- (5) Other harmful ingredients.

- (b) Any person responsible for discharges requiring a trap shall at his own expense and as required by the approving authority:

- (1) Provide equipment and facilities of a type and capacity approved by the approving authority.
- (2) Locate the trap in a manner that provides ready and easy accessibility for cleaning and inspection.
- (3) Maintain the trap in effective operating condition.

(Ord. of 2-12-76(2), § 13)

Sec. 62-199. - Requirements for building sewers.

Any person responsible for discharges through a building sewer carrying industrial wastes shall, at his own expense and as required by the approving authority:

- (1) Install an accessible and safely located control manhole.
- (2) Install meters and other appurtenances to facilitate observation sampling and measurement of the waste.
- (3) Maintain the equipment and facilities.

(Ord. of 2-12-76(2), § 14)

Sec. 62-200. - Sampling and testing.

- (a) Sampling shall be conducted according to customarily accepted methods, reflecting the effect of constituents upon the sewage works and determining the existence of hazards to health, life, limb and property. The particular analyses involved will determine whether a 24-hour composite sample from all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, B.O.D. and suspended solids analyses are obtained from 24-hour composites of all outfalls. Where applicable, 16-hour, 8-hour or some other period may be required. Periodic grab samples are used to determine pH.
- (b) Examination and analyses of the characteristics of waters and wastes required by this division shall be:
- (1) Conducted in accordance with the latest edition of Standard Methods.

- (2) Determined from suitable samples taken at the control manhole provided or other control point authorized by the approving authority.
- (c) B.O.D. and suspended solids shall be determined from composite sampling.
- (d) The city may select an independent firm or laboratory to determine flow, B.O.D. and suspended solids.
- (e) The city is entitled to select the time of sampling at its sole discretion so long as at least annual samples are taken.

(Ord. of 2-12-76(2), § 15)

Sec. 62-201. - Payment and agreement required.

- (a) Persons making discharges of industrial waste shall pay a charge to cover the cost of collection and treatment.
- (b) When discharges of industrial waste are approved by the approving authority, the city or its authorized representative shall enter into an agreement or arrangement providing:
  - (1) Terms of acceptance by the city; and
  - (2) Payment by the person making the discharge.

(Ord. of 2-12-76(2), § 16)

Sec. 62-202. - Industrial waste charge and added costs.

- (a) If the volume or character of the waste to be treated by the city does not cause overloading of the sewage collection, treatment or disposal facilities of the city, then prior to approval, the city and the person making the discharge shall enter into an agreement which provides that the discharger pay an industrial waste charge to be determined from the schedule of charges.
- (b) If the volume or character of the waste to be treated by the city requires that wastewater collection, treatment or other disposal facilities of the city be improved, expanded or enlarged in order to treat the waste, then prior to approval, the city and the person making the discharge shall enter into an agreement which provides that the discharger pay in full all added costs the city may incur due to acceptance of the waste.
- (c) The agreement entered into pursuant to subsection (a) of this section shall include but not be limited to:
  - (1) Amortization of all capital outlay for collecting and treating the waste, including new capital outlay and the proportionate part of the value of the existing system used in handling and treating the waste.
  - (2) Operation and maintenance costs including salaries and wages, power costs, costs of chemicals and supplies, proper allowances for maintenance, depreciation, overhead and office expense.

(Ord. of 2-12-76(2), § 17)

**Sec. 62-203. - Schedule of charges. NOTE: THIS SECTION WILL NEED TO BE REPLACED AND A FEE STRUCTURE BE SET BECAUSE EACH OF THE ITEMS INCLUDED BELOW COULD BE SUBJECT CHALLENGE. KEEP IT SIMPLE.**

(a) Industrial waste charges shall be calculated by the following formula:

$$C_i = v_o V_i + b_o B_i + s_o S_i$$

Where:

$C_i$	=	charge to industrial users, \$/yr.
$v_o$	=	unit cost of transport and treatment chargeable to volume, \$/1000 gal.
$b_o$	=	unit cost of treatment chargeable to B.O.D., \$/lb.
$s_o$	=	unit cost of treatment (including sludge treatment) chargeable to SS, \$/lb.
$V_i$	=	volume of wastewater from industrial users, gal/yr.
$B_i$	=	amount of B.O.D. from industrial users, lb/yr.
$S_i$	=	amount of SS from industrial users, lb/yr.

(b) The city shall bill the discharger by the month and shall show industrial waste charges as a separate item on the regular bill for water and sewer charges. The discharger shall pay monthly in accordance with practices existing for payment of sewer charges.

(Ord. of 2-12-76(2), § 18)

**Sec. 62-204. - Adjustment of charges.**

(a) The city shall adjust charges at least annually to reflect changes in the characteristics of wastewater based on the results of sampling and testing.

(b) Increases in charges shall be retroactive for two billing periods and shall continue for six billing periods unless subsequent tests determine that the charge should be further increased.

(c) The city shall review at least annually.

(Ord. of 2-12-76(2), § 19)

**Sec. 62-205. - Continuation clause. NOTE: GRANDFATHERING CLAUSE**

A person discharging industrial wastes into public sewers prior to the effective date of the ordinance from which this section derives may continue without penalty so long as he:

- (1) Does not increase the quantity or quality of discharge, without permission of the approving authority;
- (2) Has discharged the industrial waste at least 24 months prior to the effective date of the ordinance from which this section derives; and
- (3) Applies for and is granted a permit no later than 30 days after the effective date of the ordinance from which this section derives.

(Ord. of 2-12-76(2), § 20)

Sec. 62-206. - Conditions of permit.

- (a) The city may grant a permit to discharge to persons meeting all requirements of section 62-205 provided that the person:
  - (1) Submit an application within 30 days after the effective date of the ordinance from which this section derives on forms supplied by the approving authority.
  - (2) Secure approval by the approving authority of plans and specifications for pretreatment facilities when required.
  - (3) Has complied with all requirements for agreements or arrangements including, but not limited to, provisions for:
    - a. Payment of charges.
    - b. Installation and operation of pretreatment facilities.
    - c. Sampling and analysis to determine quantity and strength.
  - (4) Provides a sampling point subject to the provisions of this division and approval of the approving authority.
- (b) A person applying for a new discharge shall:
  - (1) Meet all conditions of subsection (a) of this section.
  - (2) Secure a permit prior to discharging any waste.

(Ord. of 2-12-76(2), § 21)

Sec. 62-207. - Power to enter property.

- (a) The director and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this division.
- (b) Anyone acting under this authority shall observe the establishment's rules and regulations concerning safety, internal security and fire protection.
- (c) Except when caused by negligence or failure of the company to maintain safe conditions, the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage assessed against the company and growing out of the sampling operation.
- (d) The director and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter all private properties through which the city holds a negotiated easement for the purposes of:
  - (1) Inspection, observation, measurement, sampling or repair.

- (2) Maintenance of any portion of the sewerage system lying within the easements.
- (3) Conducting any other authorized activity.

All activities shall be conducted in full accordance with the terms of the negotiated easement pertaining to the private property involved.

- (e) No person acting under authority of this provision may inquire into any processes including metallurgical, chemical, oil refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the public sewers.

(Ord. of 2-12-76(2), § 22)

Sec. 62-208. - Authority to disconnect service.

- (a) The city may terminate water and wastewater disposal service and disconnect an industrial customer from the system when:
  - (1) Acids or chemicals damaging to sewer lines or treatment process are released to the sewer causing rapid deterioration of these structures or interfering with proper conveyance and treatment of wastewater.
  - (2) A governmental agency informs the city that the effluent from the wastewater treatment plant is no longer of a quality permitted for discharge to a watercourse, and it is found that the customer is delivering wastewater to the city's system that cannot be sufficiently treated or requires treatment that is not provided by the city as normal domestic treatment.
  - (3) **The industrial customer:**
    - a. **Discharges industrial waste or wastewater that is in violation of the permit issued by the approving authority.**
    - b. **Discharges wastewater at an uncontrolled, variable rate in sufficient quantity to cause an imbalance in the wastewater treatment system.**
    - c. **Fails to pay monthly bills for water and sanitary sewer services when due.**
    - d. **Repeats a discharge of prohibited wastes to public sewers.**
- (b) If service is disconnected pursuant to subsection (a)(2) of this section, the city shall:
  - (1) Disconnect the customer.
  - (2) Supply the customer with the governmental agency's report and provide the customer with all pertinent information.
  - (3) Continue disconnection until such time as the industrial customer provides additional pretreatment or other facilities designed to remove the objectionable characteristics from his industrial wastes.

(Ord. of 2-12-76(2), § 23)

Sec. 62-209. - Notice of violation.

The city shall serve persons discharging in violation of this division with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory compliance.

(Ord. of 2-12-76(2), § 24)

Sec. 62-210. - Continuing prohibited discharges.

No person may continue discharging in violation of this division beyond the time limit provided in the notice.

(Ord. of 2-12-76(2), § 25)

Sec. 62-211. - Penalty.

- (a) A person who continues prohibited discharges is guilty of a misdemeanor.
- (b) In addition to proceeding under authority of subsection (a) of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes or other ordinances against a person continuing prohibited discharges.
- (c) The city may pursue all criminal and civil remedies to which it is entitled under authority of statutes and ordinances against a person negligently, willfully or maliciously causing loss by tampering with or destroying public sewers or treatment facilities.

(Ord. of 2-12-76(2), § 26)

Sec. 62-212. - Failure to pay bill.

In addition to sanctions provided for by this division, the city is entitled to exercise sanctions provided for by the other ordinances of the city for failure to pay the bill for water and sanitary sewer service when due.

(Ord. of 2-12-76(2), § 27)

Sec. 62—213. - Reserved.

**DIVISION 3. - GREASE TRAP AND GREASE INTERCEPTOR REGULATIONS**

Sec. 62-214. - Applicability and prohibitions.

- (a) This article shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW), as defined in section 62-215 of this article.
- (b) Grease traps or grease interceptors shall not be required for residential users whose premises are not utilized for commercial activities.
- (c) Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall register, install, use, and maintain appropriate grease traps or interceptors as required in sections 62-216 and 62-217 of this article. These facilities include, but are not limited to, restaurants, food manufacturers, food processors, hospitals, hotels and motels, jails, nursing homes, and any other facility preparing, serving, or making any foodstuff available for consumption.
- (d) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment system into the environment.
- (e) No person shall introduce, or cause, permit, or suffer the introduction of any surfactant, solvent or emulsifier into a grease trap/interceptor. Surfactants, solvents, and emulsifiers are materials which

allow the grease to pass from the grease interceptor into the collection system, and include, but are not limited to, enzymes, soap, diesel, kerosene, terpene, and other solvents.

(f) It is an affirmative defense to an enforcement of section 62-214(e) that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.

(g) Water from toilets (black water) shall not be connected to the grease trap/interceptor. **NOTE: THIS IS OFTEN GRANDFATHERED BUT IT IS IN THE INTEREST OF THE CUSTOMER TO SEPARATE IF POSSIBLE**

(Ord. No. 02-18, § 1, 3-8-18)

Sec. 62-215. - Definitions.

*Act* means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

*BOD* means the value of the five-day test for Biochemical Oxygen Demand, as described in the latest edition of "Standard Methods of the Examination of Water and Wastewater."

*City* means the City of Hamilton, Texas.

*COD* means the value of the test for Chemical Oxygen Demand, as described in the latest edition of "Standard Methods of the Examination of Water and Wastewater."

*EPA* means the United States Environmental Protection Agency.

*Fats, oils, and greases (FOG)* means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 626, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."

*Generator* means any person who owns or operates a grease trap/grease interceptor, or whose act or process produces a grease trap waste.

*Grease trap or interceptor* means a device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids generated by and from food preparation activities prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as "grease traps/interceptors."

*Grease trap waste* means material collected in and from a grease trap/interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from the de-watering processes.

*Indirect discharge or Discharge* means the introduction of pollutants into a POTW from any non-domestic source.

*Interference* means a discharge which alone, or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal, or is a cause of a violation of the city's Texas Pollutant Discharge Elimination System (TPDES) permit.

*pH* means the measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

*POTW or Publicly Owned Treatment Works* means a treatment works which is owned by a state or municipality as defined by Section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewer, pipes, and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in Section 502(4) of the Act,

which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For the purposes of this article, the terms "sanitary sewer system" and "POTW" may be used interchangeably.

TCEQ means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter means a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with V.T.C.A., 30 Texas Administration Code, Section 312.142.

TSS means the value of the test for Total Suspended Solids, as described in the latest edition of "Standard Methods of the Examination of Water and Wastewater."

User means any person, including those located outside the jurisdictional limits of the city, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

(Ord. No. 02-18, § 1, 3-8-18)

#### Sec. 62-216. - Registration requirements.

Every generator who installs a new grease trap/interceptor shall register such with the city. Existing grease traps/interceptors shall be registered with the city within 60 days of the adoption of this article. There shall be no fee associated with the registration of a grease trap/interceptor.

(Ord. No. 02-18, § 1, 3-8-18)

#### Sec. 62-217. - Installation and maintenance requirements.

##### (a) Installations:

- (1) New Facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate, and maintain a grease trap/interceptor with sampling ports in accordance with locally adopted plumbing codes or other applicable ordinances. Grease traps/interceptors with sampling ports shall be installed and inspected prior to the issuance of a certificate of occupancy.
- (2) Existing Facilities with Grease Traps/Interceptors. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with this article, unless specified in writing and approved by the POTW.
- (3) Existing Facilities without Grease Traps/Interceptors. Existing facilities that should have a grease trap/interceptor and do not shall install an under-counter grease trap within 180 days of notification from the POTW following the adoption of this article.
- (4) All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulation.

##### (b) Cleaning and Maintenance:

- (1) Grease traps/interceptors shall be maintained in an efficient operating condition at all times.
- (2) Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck, in which case, the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with V.T.C.A., 30 Texas Administration Code, Section 312.143.

##### (c) Self-Cleaning.

- (1) Grease trap self-cleaning operators must receive approval from the POTW annually prior to removing grease from their own grease trap(s) located inside a building, provided:
    - a. The grease trap is no more than 50 gallons in liquid/operating capacity;
    - b. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash);
    - c. The local solid waste authority allows such practice;
    - d. Grease trap waste is placed in a leak proof, sealable container located on the premises and in an area for the transporter to pump out; and
    - e. Detailed records on these activities are maintained.
  - (2) Grease trap self-cleaning operators must submit a completed self-cleaning request to the POTW for approval annually. The written request shall include the following information:
    - a. Business name and street address;
    - b. Grease trap/interceptor operator name, title, and phone number;
    - c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
    - d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
  - (3) Self-cleaners must adhere to all the requirements, procedures, and detailed record-keeping outlined in their approved application to ensure compliance with this article. A maintenance log shall be kept by self-cleaning operators and submitted annually with the self-cleaning request. The maintenance log shall indicate at a minimum, the following information:
    - a. Date the grease trap/interceptor was serviced;
    - b. Name of the person or company servicing the grease trap/interceptor;
    - c. Waste disposal method used;
    - d. Gallons of grease removed and disposed of;
    - e. Waste oil added to grease trap/interceptor waste; and
    - f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
  - (4) Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.
- (d) Cleaning Schedules:
- (1) Grease traps/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease is observed in the discharge.
  - (2) Grease traps/interceptors subject to these standards shall be completely evacuated a minimum of every 90 days, or more frequently when:
    - a. Twenty-five percent or more of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases; or
    - b. The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the POTW; or

**c. If there is a history of non-compliance.**

- (3) Any person who owns or operates a grease trap/interceptor may submit to the POTW a request in writing for an exception to the 90-day pumping frequency of their grease trap/interceptor. The POTW may grant an extension for required cleaning frequency on a case-by-case basis when:
  - a. The grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with the established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the POTW; or
  - b. Less than 25 percent of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases.
- (4) In any event, a grease trap/interceptor shall be fully evacuated and cleaned at least once every 180 days.

**(e) Manifest Requirements:**

- (1) Each pump out of a grease trap/interceptor must be accompanied by a manifest to be used for record-keeping purposes.
- (2) Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
  - a. Name, address, phone number, and commission registration number of the transporter;
  - b. Name, signature, address, and phone number of the person who generated the waste, and the date collected;
  - c. Type and amount of waste collected or transported;
  - d. Name and signature of responsible person collecting, transporting, and depositing the waste;
  - e. Date and place where the waste was deposited;
  - f. Identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
  - g. Name and signature of the facility's on-site representative acknowledging receipt of the waste and the amount of waste received; and
  - h. A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of greases transported.
- (3) Manifests shall be divided into five parts, and records shall be maintained as follows:
  - a. One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
  - b. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
  - c. One part of the manifest shall go to the receiving facility.
  - d. One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and deposit of the waste.
  - e. One part of the manifest shall be returned by the transporter to the person who generated the waste within 15 days after the waste is received at the disposal or processing facility.
  - f. One part of the manifest shall go to the city.

- (4) Copies of manifests returned to the waste generator shall be retained for five years and be readily available for review by the POTW.
- (f) Alternative Treatment.
  - (1) Bioremediation media may be used with prior approval of the POTW. The user shall demonstrate to the satisfaction of the POTW through laboratory testing, appropriate for the type of grease trap to be used, that:
    - a. The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 160°F (71 °C).
    - b. The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer system.
    - c. The use of the bioremediation media does not cause foaming in the sanitary sewer system.
    - d. The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the product were not being used and the grease trap was being properly maintained. pH levels must be between 5 and 11.
  - (2) All testing designed to satisfy the criteria set forth in Section 62-1404(f)(1) shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the EPA and the TCEQ and which are defined in Title 40, Code of Federal Regulations, Part 136 or Title 30 Texas Administrative Code, Section 319.11. Testing shall be open to inspection by the POTW, and shall meet the POTW's approval.

(Ord. No. 02-18, § 1, 3-8-18)

**Sec. 62-218. - Testing and inspection requirements.**

- (a) Effective January 1, 2019, all grease traps/interceptors shall be tested annually for allowable levels of FOG, BOD, COD, TSS, pH, and other pollutant levels. Testing shall be conducted by the user at its own expense.
  - (1) Test results shall be provided to the POTW within 15 days of collecting the test sample.
  - (2) Where testing indicates that greater than allowable levels of FOG, BOD, COD, TSS, pH, or other pollutants is being discharged into the POTW, the user shall take corrective action to reduce the pollutant levels. Corrective action may include, but is not limited to, more frequent pumping schedule, maintenance, or other actions as required to limit pollutants to allowable levels. Additional testing to confirm effectiveness of corrective measures shall be performed by the user and provided to the city.
- (b) All grease traps/interceptors shall be visually inspected by the POTW while traps are fully drained. Such inspections shall occur once every three years for each grease trap/interceptor.
- (c) The POTW shall have the right to enter the premises of any registered grease trap/interceptor to determine whether the user is complying with all requirements of this article and any wastewater discharge permit or order issued hereunder.
  - (1) Users shall allow the POTW ready access to all parts of the premises for the purposes of inspection, sampling, records examination, and the performance of any additional duties.
  - (2) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security

guards so that, upon presentation of suitable identification, the POTW will be permitted to enter without delay for the purposes of performing specific responsibilities.

- (3) The POTW shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- (4) Where more than three violations of this article occur within a two-year period, the POTW may require the user to install monitoring equipment as necessary such as FOG sensing and alarm devices. The facility's monitoring equipment shall be installed and maintained at all times in a safe and proper operating condition by the user at its own expense.
- (5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampling location shall be promptly removed by the user at the written or verbal request of the POTW and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (6) Unreasonable delays in allowing the POTW access to the user's premises shall constitute a violation of this article.
- (7) Refusal of the user to allow access by the POTW to a site with a registered grease trap/interceptor shall constitute a violation of this article.

(Ord. No. 02-18, § 1, 3-8-18)

Sec. 62-219. - Schedule of penalties. **NOTE: WHO DONE IT IS HARD TO PROVE IN MANY CASES AND ESPECIALLY WHEN NO ONE HAS A GREASE TRAP SO THESE FINES SHOULD BE BASED ON FLOW OF THE CUSTOMER OR SOMETHING THAT RESPECTS IN WAYS, THE ABILITY TO PAY.**

- (a) If the POTW determines that a generator is responsible for a blockage of a collection system line, the generator shall be subject to a civil penalty of \$1,000.00 for the first violation, \$1,500.00 for a second violation, and \$2,000.00 for the third violation within a two-year period. Continuous violations, three or more within any two-year period, may result in an increase in penalty by \$500.00 per occurrence and may also result in termination of services.
- (b) Any person violating any of the provisions of this article shall be subject to a written warning for the first violation, a \$1,000.00 civil penalty for the second violation, a \$1,500.00 civil penalty for the third violation, and a \$2,000.00 civil penalty for the fourth violation within a two-year period. Continuous violations, three or more within any two-year period, may result in an increase in penalty by \$500.00 per occurrence and may also result in termination of services.

(Ord. No. 02-18, § 1, 3-8-18)

Secs. 62-220—62-235. - Reserved.



Agenda Item # 7

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action Approving a Joint Community Election Agreement.

**Background:** The referenced Agreement is made by the City of Hamilton, acting through its Mayor and the Hamilton Independent School District, acting through the President of the Board of Trustees for a Joint Election to be held on the official election date (May 2, 2020) established by the Texas Legislature, in which voters will elect members of the, City Council and Board of Trustees.

The attached Joint Election Agreement details the mutual covenants and promises, for the City and School District.

**Recommendation:** Council approve the Agreement.

### JOINT ELECTION AGREEMENT

This Agreement is made by the City of Hamilton, acting through its Mayor, the Hamilton Independent School District, acting through the President of the Board of Trustees, for a Joint Election to be held on the official election date established by the Texas Legislature, in which voters will elect members of the City Council and Board of Trustees.

In consideration of the following mutual covenants and promises, the City and School District agree:

1. Common polling places will be used in the voting precincts where the City and School District have candidates on the ballot. That common polling place will be Hamilton City Hall, 200 E. Main, in Hamilton, Texas.
2. If no party cancels its election, the City and School District by mutual agreement, will appoint the persons to serve as joint Election Day officers, ( i.e., election day judges and clerks) at the following rates:
  - Judge (1) - \$15.00 hr
  - Alternate Judge (1) - \$12.00 hr
  - Clerks (4) - \$10.00 hr
  - Counters (3) - \$10.00 hr

If any party cancels its election, it shall not be responsible for any of the costs incurred under this section. The other parties continuing to conduct its election shall be responsible for its Election Day cost as determined by that party.

3. In connection with the performance of the Agreement, none of the contracting parties will be deemed liable to third parties for any default of the other contracting party in connection with holding the election, including the failure of a contracting party to pay any expenses under this Agreement.
4. This Agreement shall be construed in accordance with the laws of the State of Texas and under the Texas Election Code Joint Election Regulations, and all obligations of the parties are performable in Hamilton County, Texas.
5. In case any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been included.
6. All amendments, modifications, or alternations must be in writing, dated after the effective date of the Agreement, and approved by the respective governing bodies.
7. In connection with the Agreement, all notices, inquiries, and communications shall be to the following persons or offices:

- City Administrator for the City; and
  - Superintendent for the School District
8. City and School District shall each pay an equal share of the actual cost of the election day workers as stated in item #2.

**CITY OF HAMILTON**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Jim McInnis, Mayor

ATTEST:

\_\_\_\_\_  
Ryan Polster, City Secretary

**HAMILTON INDEPENDENT SCHOOL DISTRICT**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
T.P. Medlock, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Brenda Andrews, Secretary  
Board of Trustees



Agenda Item #8

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action to Approve Exploration of Funding, Layout and Installation of a Disc Golf Course in The Hamilton Sports Complex.

**Background:** Having access to suitable recreational opportunities to ensure the mental and physical well-being of its citizens is good for citizens. Disc Golf conforms to Goal 10.2 of the Parks Master plan by providing that “New facilities have been constructed that fulfill residents’ expressed needs and bring the City up to standards.” Disc golf is a recreational game pursued by both young and older individuals. Joseph, and Emma Polster worked together to layout a course design and pick out the quality and vendor for baskets and signage. To fund the course, they would like to use hole sponsors and Labor and expertise from the City Staff. Joseph Polster will present the request.

**Recommendation:** Council Approve the Creation of Disc Golf Course.

RESOLUTION 10-20

A RESOLUTION OF THE CITY OF HAMILTON, TEXAS APPROVING FUNDING,  
LAYOUT AND INSTALLATION OF A DISC GOLF COURSE IN THE HAMILTON  
SPORTS COMPLEX

**WHEREAS**, the City of Hamilton realizes the necessity of having access to suitable recreational opportunities to ensure the mental and physical well-being of its citizens; and

**WHEREAS**, the City of Hamilton desires to provide the most enjoyable environment for its citizens to pursue a variety of leisure-time activities; and

**WHEREAS**, Disc Golf conforms to Goal 10.2 of the Parks Master plan by providing that “New facilities have been constructed that fulfill residents’ expressed needs and bring the City up to standards.”; and

**WHEREAS**, Disc Golf is pursued by both young and older individuals.

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

The City shall allow for the use of City equipment and labor conjunction with volunteer labor and donated funds to establish a disc golf course in the Hamilton Sports Complex.

**PASSED AND APPROVED** by the Council for the City of Hamilton in a meeting held on the 12<sup>th</sup> day of March, 2020.

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MAYOR, Jim McInnis

ATTEST:

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CITY SECRETARY, Ryan W. Polster

# Disc Golf

**Joseph Polster - 254-404-5730**

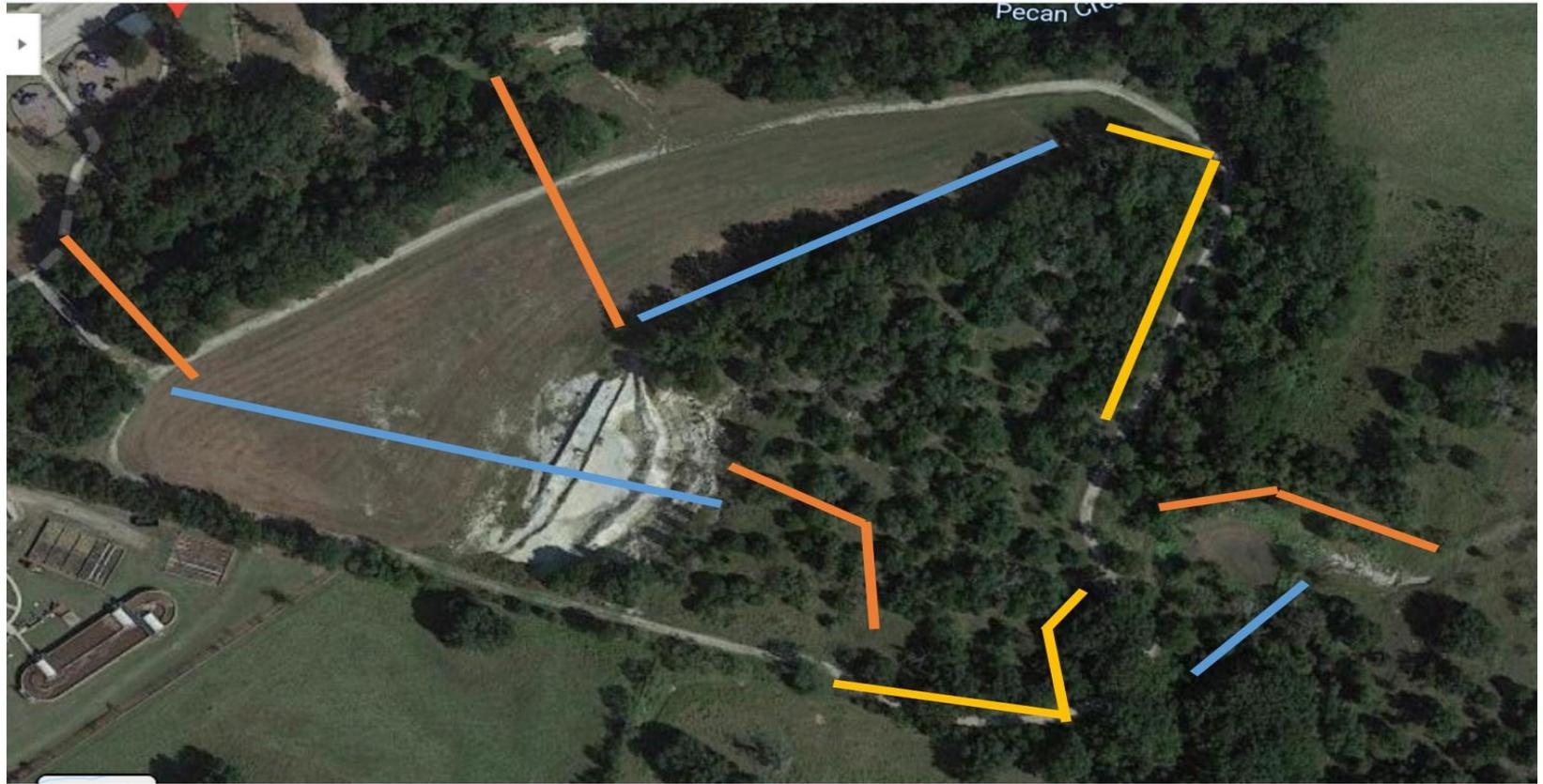
Hamilton Jr High Student

**John Polster - 254-206-6722**

Hamilton High School Student



See other page for  
details on this part of  
course



# Timeline

**Inform  
Council for  
agenda**

**March 6**

**March 12**

**Newspaper  
ad due**

**Publication Mar 18**

**March 16**

**April 2**

**Establish all  
18-36 Sponsors**

**April 4-7**

**April 9**

**Council  
Meeting**

**Sponsor  
deadline**

**Report  
progress**

The goal is to have everything ready by May 21st for a  
Summer Grand Opening!

## Newspaper Ad

**City Council has accepted a plan to install a Disc Golf Course in Hamilton Texas. The plan requires sponsorship for an 18 hole course! For Information please contact Joseph or John Polster. Stop by City Hall for the design of the course and sponsor signage.**



**It costs about \$300 a hole and the plan is to have 18 holes. We will accept individual hole sponsors and partner sponsors for the course.**

**If you would like to sponsor please call (254)-404-5730.**

# Installation Plan

Manpower For installation.....Provided by the City

Location..... SAFE, Clear of Major Roads/ Highways

Upkeeping..... Parks and Recreation Department

Scoresheet location.....PDF on Hamilton Website

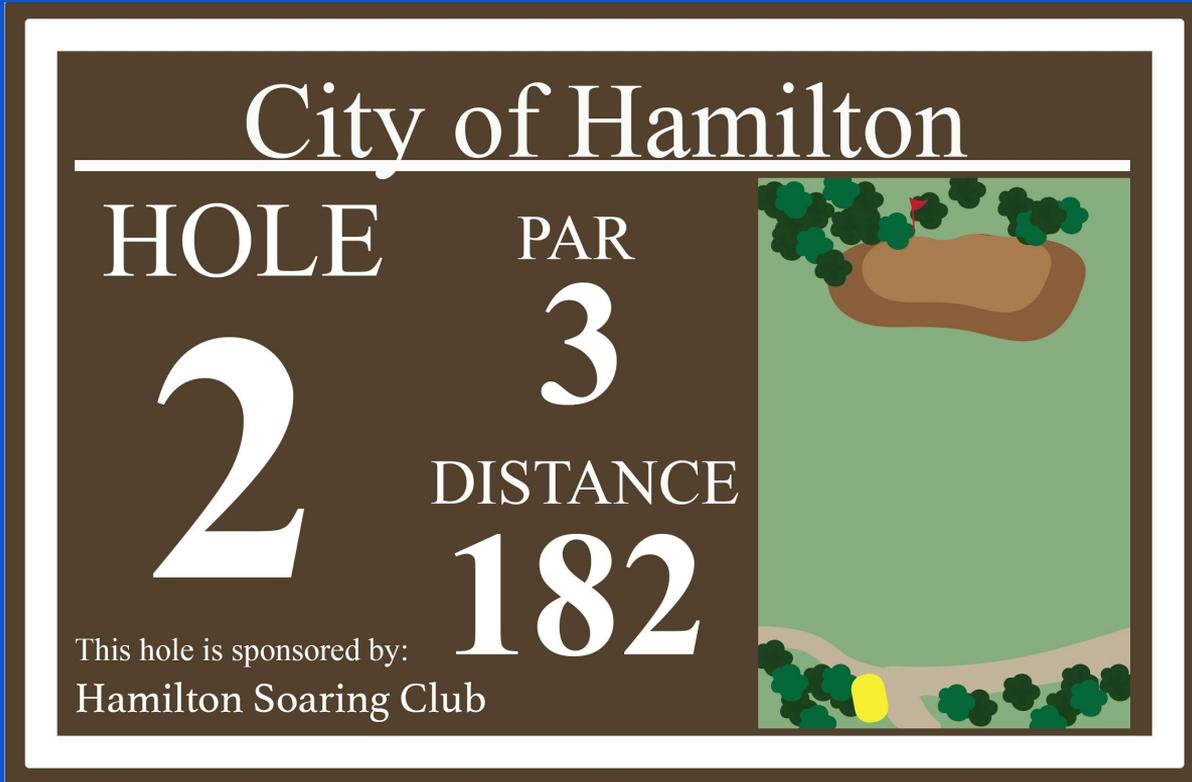
When Sponsorship money arrives at City Hall then  
basket and signage will be is ordered

1 Ft

## Individual Hole Sign Example

We are thinking about getting iZone in Houston to make the signs post your approval. They make signs with high pressure laminate similar to formica but with embedded graphics.

3/4 ft



Hamilton Disc  
Golf course

Score sheet

[hamiltontexas.com](http://hamiltontexas.com)

Map of course

Sponsor List

## Possible Introduction Sign

# Disc Golf Scoresheet



# HAMILTON



— EST. **TEXAS** 1858 —

Names	Hole 1	Hole 2	Hole 3	Hole 4	Hole 5	Hole 6	Hole 7	Hole 8	Hole 9

Hole 10	Hole 11	Hole 12	Hole 13	Hole 14	Hole 15	Hole 16	Hole 17	Hole 18

## Scoresheet Example



## [Disc Golf Course Hole Website](https://discgolf.com/disc-golf-baskets/mach-2-portable-disc-golf-basket/)

<https://discgolf.com/disc-golf-baskets/mach-2-portable-disc-golf-basket/>

Cost is \$240 perbasket

This is a Mach 2 version that is made for local parks and has a 20 year warranty.













 **Hico Civic Club Presents**   
**Hico's Fallen Hero Memorial**  
**Disc Golf Course**  
Course Designed by: Brach Farmer  
**Hico's Fallen Heroes**

1. Lt. Shawn Pittman  
Oxford Street Marine Corps  
12-2-86 - 11/30/90

2. Sgt. Edwin Blase 1380  
Holt County Sheriff's Office  
12/22-1-29-11



1

Hico's Fallen Hero Memorial  
Disc Golf Course

PAR  
3

369 ft

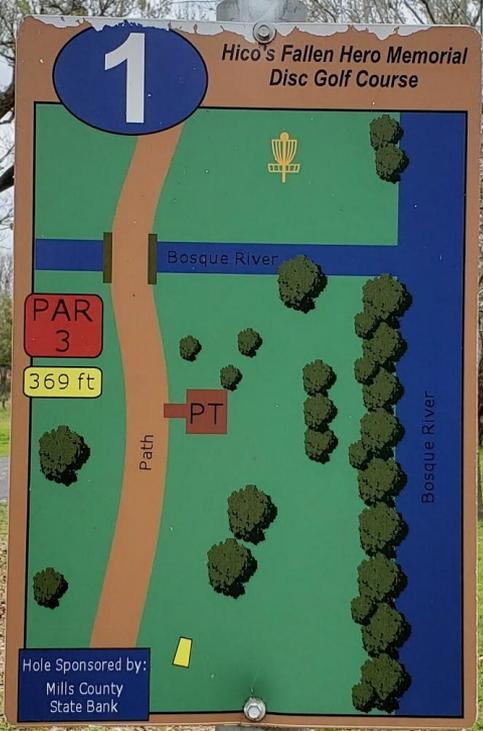
PT

Path

Bosque River

Bosque River

Hole Sponsored by:  
Mills County  
State Bank





Thank you for Listening!





Agenda Item #9

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action of Ordinance Adopting Bulk Waste Permitting and usage fees.

**Background:** City Council reviewed the Bulk Waste and Brush Drop Off Permit fee in December of 2019. The permit fee was raised from \$10.00 to \$30.00. As of March 3, for the year 2020, the City has sold 138 permits for \$4140.00. The cost of operating the bulk trash facility for 2019 was approximately \$32,000.00. Usage fees for bulk trash need to be determined and put in place. Recommended fee schedule is attached in the packet.

**Recommendation:** Review and Table Item.

	FREE	PAID	
January 2019	2 rollofs	1 rolloff	\$ 972.20
February 2019	2 rollofs	0	\$ -
March 2019	2 rollofs	1 rolloff	\$ 888.80
April 2019	2 rollofs	2 rollofs	\$ 1,228.52
May 2019	2 rollofs	3 rollofs	\$ 2,330.16
June 2019	2 rollofs	5 rollofs	\$ 2,815.56
July 2019	2 rollofs	4 rollofs	\$ 3,077.12
August 2019	2 rollofs	0	\$ -
September 2019	2 rollofs	2 rollofs	\$ 1,649.80
October 2019	2 rollofs	4 rollofs	\$ 3,041.48
November 2019	2 rollofs	2 rollofs	\$ 1,717.84
December 2019	2 rollofs	1 rolloff	\$ 710.96
Total for Rollofs			\$ 18,432.44
Building Utility			\$ 100.00
Tractor Maintenance			\$ 1,000.00
Dan Bell			\$ 13,029.46
			\$ 32,561.90

## RECOMMENDATIONS FOR MODIFIED BULK WASTE RATES FOR THE CITY OF HAMILTON

### 1. Permit Fee

Everyone wanting to use the Bulk Waste Facility or the “Brush Pile” will need to purchase a \$10 permit, which will be affixed to the inside of the front windshield on the driver’s side. The purpose of the permit will be to visibly demonstrate to the City staff member on duty that the person / vehicle is a City of Hamilton utility billing customer. This permit will be purchased once per calendar year.

### 2. Bulk Waste Facility - Fee per Load

Because the City of Hamilton has to pay to have each and every filled dumpster hauled to a TCEQ-approved dump site, and because in 2019 the cost of the dumpsters exceeded the permit revenue by \$31,000, and because the City is required by TCEQ to have a City employee on duty whenever the Bulk Waste Facility is open, the City of Hamilton is implementing a “per load” fee schedule for the Bulk Waste Facility. Following a survey of the cities of Glen Rose, Stephenville, Brownwood, Lampasas, Waco, Copperas Cove, El Paso, Granbury, and Grand Prairie, the following per-load fees are recommended:

Car, van or SUV	\$10
Pickup truck (bed level)	\$15
Pickup Truck (above bed level)	\$20
Trailer – 4X6 or 4X8	\$15
Trailer – 5X10, 5X12, 5X14	\$25
Trailer – 5X16, 5X18, 5X20	\$40
Trailer – 6X16, 6X18, 6X20	\$45

Note: If both the vehicle and a trailer are loaded, the fee will be the total for that vehicle plus the trailer.

### 3. “Brush Pile”

Although the “Brush Pile” does not incur the cost of renting and removing dumpsters like the Bulk Waste Facility, due to some illegal dumping at the Brush Pile last year, TCEQ now requires (a) that the Brush Pile be staffed during the hours that it is open, and (b) that a Fire Marshall be present during any burn. These requirements have increased the cost of having the Brush Pile, so it is recommended that there also be a per-load fee as follows:

Car, van or SUV	\$5
Pickup truck	\$10
Trailer – 4X6 or 4X8	\$10
Trailer – 5X10, 5X12, 5X14	\$15
Trailer – 5X16, 5X18, 5X20	\$20
Trailer – 6X16, 6X18, 6X20	\$25

**BULK WASTE RATE COMPARISON**

CITY	BULK TRASH	BRUSH	BAGGED	ITEMS	COMMENTS
Glen Rose	\$85.00 per ton; <b>\$30 minimum per load</b>	\$30.00 per ton; <b>\$10.00 minimum</b>	1-5 bags: \$7.00; 6-10 bags: \$10.00; 11-15 bags: \$21.00	Recliner \$5; Couch/Loveseat \$15; Mattress/Boxspring \$10 each; Carpet \$20 per room	
Stephenville	\$60.00 per ton; <b>\$25.00 minimum per load;</b> \$25.00 pull off				Fees double for inadequate containment; woodchip mulch for sale \$10/cubic yard or \$20/pickup bed
Brownwood	(Residents inside county) <b>\$5 per pickup load; \$10 per pickup &amp; trailer load; \$44/ton</b> (Residents outside county) <b>\$12 per pickup load; \$24 per pickup &amp; trailer load; \$44/ton</b>				Must be tarped; rates double for unsecured loads or \$10, whichever is greater
El Paso	\$26/ton; <b>\$16 minimum per load</b>	\$26/ton; <b>\$10 minimum</b>			\$5 charge for unsecured loads
Granbury	<b>Per load: Car or SUV \$10; Van \$15; Pickup (bed level) \$15 (above bed level) \$20; Trailer 4X6 or 4X8 \$15; 5x10,12 or 14 \$25; 5x16,18 or 20 \$40; 6X16,18 or 20 \$45</b>			\$5 each (EX:sofa, love seat, mattress)	
Grand Prairie	One free dump/month; \$3 each additional load same month; commercial \$32/ton				

Lampasas	<b>\$20 per cubic yd*</b>	<b>\$5 per load</b>		Appliances \$1 each	*A full sized 3/4 or 1-ton pickup can hold 2 - 3 cubic yards rounded
Waco	Inside county \$35.25/ton; outside county \$43.01/ton; Waco residents twice monthly self-haul is free up to 2000 lbs				Unsecured and/or uncovered loads \$20 fee
Copperas Cove	Twice monthly pickup; 3 cubic yds free; \$7 per cubic yd after that				



Agenda Item #10

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action of Resolution to Appoint Council Member(s) to Study the Feasibility of a Senior Center in a City Facility.

**Background:** Michael Langford has been researching the feasibility of a new location for the Senior Center. He would like more space than the County is now providing. I have attached Mr. Langford's request in the packet.

**Recommendation:** Establish an advisory committee.

February 13, 2020

Honorable Mayor McInnis and City Council Members:

I am asking the City Council to consider using retail space on West Henry Street as a Community Activity Center and that this use include operating as the location for Senior Citizens' programs on weekdays from 9 am until 2 pm. This space is commonly referred to as the old Higginbotham building.

More specifically I am asking that you appoint representatives to work with a committee composed of myself and others to develop a plan for this Community Activity Center which includes Senior Citizens' programs and present the plan for City approval.

Thank you,

Michael C. Langford  
2470 CR 513 76531  
254/386-1296  
barnunranch@gmail.com







Agenda Item #11

For Council Action  
March 12, 2020

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

**Subject:** Discussion on Roadways and Drainage of selected streets from the February 27th Workshop.

**Background:** Council will follow up on the February 27, 2020 Road Maintenance Workshop. The selected streets should be reviewed by KSA on March 10<sup>th</sup> and a report from the meeting between City and KSA may be available for the March 12<sup>th</sup> Council Meeting.

**Recommendation:** No Action.



Agenda Item #12

For Council Action  
March 12, 2020

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

**Subject:** Consideration and/or Action of Law Enforcement Proposal.

**Background:** City Council will review a proposal from the Hamilton County Sheriff's Office.

**Recommendation:** No Action.



Agenda Item #13

For Council Action  
March 12, 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.



# 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 February 2020 statistics for the Hamilton Police Department to be presented to the Hamilton City Council on Thursday, March 12, 2020.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tony Yocham", written over a horizontal line.

Tony Yocham  
Chief of Police  
Hamilton, Texas

Tony Yocham  
Chief of Police  
Hamilton, Texas

# 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



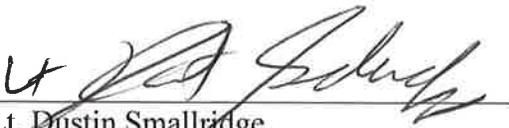
## Monthly Report

February 2020:

200080: THC Gummies	0.31 ounces
200076: Meloxicam	10 pills
200076: Pantoprazole Sodium	4 pills
200076: Hydroxyzine Pam 25	110 pills
200076: W Effexor XR	41 pills

Total intake for February 2020:

Marijuana--- 0.31 ounces  
Unknown dangerous drugs pills—165 units  
Cocaine—0  
Methamphetamine—0  
Heroin—0

  
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



## Cases Filed in February 2020

District Attorney:

200069---Endangering a Child  
200281---Tampering/Fabricating evidence  
200052---Criminal Mischief  
200105---Sexual Assault of a Child

Total: 4

County Attorney:

200076---Possession of Dangerous Drug  
200061---Terroristic Threat  
200077---Resist arrest/transport  
200052---Harassment  
200056---Possession of Marijuana u/2oz  
200100---DWLI w/previous conviction  
200090---Terroristic Threats  
200091---Resist arrest/transport

Total: 8

Municipal Court:

200092---Public intoxication

Total: 1

**Total Case Filed in February 2020: 13**

  
Lt. Dustin Smallridge

# Arrest Report

Date Reported Range: **02/01/2020 - 02/29/2020**



**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

<b>Classification</b>	<b>Number of Arrests</b>
DAMAGED PROPERTY	2
OBSTRUCT POLICE	3
PUBLIC INTOX	1
SEXUAL ASSAULT	1
THREATS	1
WARRANT	5
<b>Total Arrests: 13</b>	

# Citation Report

Date Reported: 02/01/2020 - 02/29/2020



**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
C10116	02/01/2020	SILVA, RENE	49.02 - PUBLIC INTOXICATION (CRIMINAL VIOL)
C10117	02/01/2020	SILVA, RENE	42.01(a)(1) - Disorderly Conduct (CRIMINAL VIOL)
C10118	02/01/2020	SILVA, RENE	42.01(a)(1) - Disorderly Conduct (CRIMINAL VIOL)
C9890	02/01/2020	STUBBS, JAY E	545.059 - Drove Wrong Way on One-Way Roadway (TRAFFIC VIOL-STATUTE)
C10115	02/01/2020	SILVA, RENE	6687b(13) - FAIL TO DISPLAY DRIVERS LICENSE 3RD (CRIMINAL VIOL)
W9892	02/02/2020	STUBBS, JAY E	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W9891	02/02/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10050	02/03/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10051	02/03/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9980	02/07/2020	ROSENTHAL, DAVID	161.252 - MIP TOBACCO (CRIMINAL VIOL)
C10132	02/09/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10133	02/09/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10129	02/08/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10130	02/08/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10131	02/08/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10127	02/08/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10126	02/08/2020	SILVA, RENE	
C10125	02/08/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10055	02/05/2020	TENBOER, DEVIN LARRY	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
C10053	02/05/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10052	02/05/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10059	02/06/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10058	02/06/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

C10057	02/06/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10056	02/06/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9896	02/06/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9894	02/06/2020	STUBBS, JAY E	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
C10121	02/07/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10120	02/07/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10119	02/07/2020	SILVA, RENE	548.602 - Expired Motor Vehicle Inspection (TRAFFIC VIOL-STATUTE)
C10122	02/07/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10124	02/08/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9898	02/10/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9978	02/07/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9979	02/07/2020	ROSENTHAL, DAVID	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W10134	02/09/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10128	02/08/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10123	02/07/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9897	02/06/2020	STUBBS, JAY E	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W9895	02/06/2020	STUBBS, JAY E	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W10160	02/06/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9893	02/05/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10054	02/05/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10161	02/10/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9899	02/11/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10164	02/11/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10165	02/11/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10162	02/11/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10163	02/11/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9983	02/12/2020	ROSENTHAL, DAVID	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
C10175	02/12/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)

C10167	02/12/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10166	02/12/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10168	02/12/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10170	02/12/2020	TENBOER, DEVIN LARRY	504.945 - WRONG, FICT, ALTERED, OR OBSCURED LP (TRAFFIC VIOL-STATUTE)
C10171	02/12/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10173	02/28/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
W9982	02/12/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9981	02/12/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9986	02/12/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9985	02/12/2020	ROSENTHAL, DAVID	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W9984	02/12/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10138	02/13/2020	SILVA, RENE	6-108 - CITY TAGS REQUIRED-DOGS (ORDINANCE VIOLATION)
C10137	02/13/2020	SILVA, RENE	SEC. 6-113 - RUNNING AT LARGE PROHIBITED (ORDINANCE VIOLATION)
C10135	02/13/2020	SILVA, RENE	521.458 - Permitting Unauthorized Person to Drive (TRAFFIC VIOL-STATUTE)
C10136	02/13/2020	SILVA, RENE	521.021 - Driver License Required (No DL) (TRAFFIC VIOL-STATUTE)
W10174	02/12/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10172	02/12/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
W10169	02/12/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9991	02/13/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9990	02/13/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9989	02/13/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9988	02/13/2020	ROSENTHAL, DAVID	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W9987	02/13/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10145	02/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10143	02/18/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10142	02/14/2020	SILVA, RENE	545.151 - Disregarded Stop Sign (TRAFFIC VIOL-STATUTE)
C10140	02/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10139	02/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

			STATUTE)
C10148	02/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10147	02/14/2020	SILVA, RENE	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10146	02/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9903	02/14/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10154	02/16/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10153	02/16/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10150	02/16/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10149	02/16/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9905	02/15/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9906	02/15/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9908	02/16/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9909	02/16/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10260	02/17/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10261	02/12/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10262	02/17/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10179	02/17/2020	TENBOER, DEVIN LARRY	481.125 HSC - POSS DRUG PARAPHERNALIA (CRIMINAL VIOL)
C10177	02/17/2020	TENBOER, DEVIN LARRY	545.413 - Safety Belt Required (TRAFFIC VIOL-STATUTE)
C10176	02/17/2020	TENBOER, DEVIN LARRY	SEC. 6-113 - RUNNING AT LARGE PROHIBITED (ORDINANCE VIOLATION)
C10184	02/17/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10183	02/17/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10180	02/17/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C9996	02/18/2020	ROSENTHAL, DAVID	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
C10152	02/16/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10151	02/16/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9995	02/17/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9994	02/17/2020	ROSENTHAL, DAVID	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W9993	02/17/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

W9992	02/17/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10181	02/17/2020	TENBOER, DEVIN LARRY	548.602 - Expired Motor Vehicle Inspection (TRAFFIC VIOL-STATUTE)
W10182	02/17/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9907	02/15/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9904	02/15/2020	STUBBS, JAY E	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W9902	02/14/2020	STUBBS, JAY E	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W9901	02/14/2020	STUBBS, JAY E	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W9900	02/14/2020	STUBBS, JAY E	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W10141	02/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10144	02/14/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9997	02/18/2020	ROSENTHAL, DAVID	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
W10185	02/18/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10186	02/18/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10187	02/18/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10190	02/19/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10263	02/20/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10191	02/19/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10189	02/19/2020	TENBOER, DEVIN LARRY	545.351 - Unsafe Speed (TRAFFIC VIOL-STATUTE)
C10188	02/19/2020	TENBOER, DEVIN LARRY	42.01(a)(1) - Disorderly Conduct (CRIMINAL VIOL)
C10266	02/20/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10267	02/20/2020	STUBBS, JAY E	521.021 - Driver License Required (No DL) (TRAFFIC VIOL-STATUTE)
C10195	02/20/2020	TENBOER, DEVIN LARRY	545.415 - BACKING A VEHICLE (TRAFFIC VIOL-STATUTE)
C10194	02/20/2020	TENBOER, DEVIN LARRY	SEC. 6-113 - RUNNING AT LARGE PROHIBITED (ORDINANCE VIOLATION)
C10193	02/20/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10192	02/14/2020	TENBOER, DEVIN LARRY	22.01(A)(3) - ASSAULT BY CONTACT (CRIMINAL VIOL)
W10264	02/20/2020	STUBBS, JAY E	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
C10155	02/21/2020	SILVA, RENE	826.022(c) - VIOL RABIES VACCINATION REQUIREMENT W/PREV CON (CRIMINAL VIOL)
W10265	02/20/2020	STUBBS, JAY E	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W10268	02/20/2020	STUBBS, JAY E	547.302 - drove Without Lights - when Required (TRAFFIC VIOL-STATUTE)
C9557	02/21/2020	SCHRAUB, BRANDON	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)

C10156	02/22/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10213	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10212	02/23/2020	SILVA, RENE	601.191 - Failed to Maintain Financial Responsibility (No Liab. Ins.) (CRIMINAL VIOL)
C10159	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10158	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10157	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10005	02/23/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10004	02/23/2020	ROSENTHAL, DAVID	522.032 - Change of name or address of driver's license or permit holder (TRAFFIC VIOL-STATUTE)
C10221	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10222	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10223	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10214	02/23/2020	SILVA, RENE	521.221 - Violate DL Restriction (TRAFFIC VIOL-STATUTE)
C10219	02/23/2020	SILVA, RENE	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10218	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10217	02/23/2020	SILVA, RENE	521.021 - Driver License Required (No DL) (TRAFFIC VIOL-STATUTE)
C10216	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10196	02/24/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9558	02/21/2020	SCHRAUB, BRANDON	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W9559	02/21/2020	SCHRAUB, BRANDON	547.322 - Defective License Plate Light (TRAFFIC VIOL-STATUTE)
W10210	02/21/2020	SCHRAUB, BRANDON	547.322 - Defective License Plate Light (TRAFFIC VIOL-STATUTE)
W10211	02/21/2020	SCHRAUB, BRANDON	547.322 - Defective License Plate Light (TRAFFIC VIOL-STATUTE)
W9998	02/22/2020	ROSENTHAL, DAVID	547.353 - Unauthorized Color of Rear Lamp (Emit White Light to Rear) (TRAFFIC VIOL-STATUTE)
C10001	02/22/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10000	02/22/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W9999	02/22/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10006	02/23/2020	ROSENTHAL, DAVID	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W10003	02/23/2020	ROSENTHAL, DAVID	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W10215	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

W10220	02/23/2020	SILVA, RENE	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10002	02/23/2020	ROSENTHAL, DAVID	547.321 - Headlamps Required (TRAFFIC VIOL-STATUTE)
C10269	02/24/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10271	02/24/2020	STUBBS, JAY E	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
W10270	02/24/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10273	02/25/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10274	02/25/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10199	02/25/2020	TENBOER, DEVIN LARRY	545.420 - exhibition of acceleration (TRAFFIC VIOL-STATUTE)
C10200	02/25/2020	TENBOER, DEVIN LARRY	601.191 - Failed to Maintain Financial Responsibility (No Liab. Ins.) (CRIMINAL VIOL)
C10201	02/25/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10362	02/26/2020	ROSENTHAL, DAVID	521.021 - Driver License Required (No DL) (TRAFFIC VIOL-STATUTE)
C10361	02/26/2020	ROSENTHAL, DAVID	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
C10360	02/26/2020	ROSENTHAL, DAVID	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
C10007	02/26/2020	ROSENTHAL, DAVID	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
C10208	02/26/2020	TENBOER, DEVIN LARRY	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10207	02/26/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10206	02/26/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10202	02/26/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10198	02/25/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10203	02/26/2020	TENBOER, DEVIN LARRY	
W10204	02/26/2020	TENBOER, DEVIN LARRY	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W10205	02/26/2020	TENBOER, DEVIN LARRY	545.059 - Drove Wrong Way on One-Way Roadway (TRAFFIC VIOL-STATUTE)
W10197	02/24/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10209	02/26/2020	TENBOER, DEVIN LARRY	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10009	02/26/2020	ROSENTHAL, DAVID	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W10008	02/26/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10272	02/25/2020	STUBBS, JAY E	547.321 - Head Lamps Required (TRAFFIC VIOL-STATUTE)
C10411	02/27/2020	SCHRAUB, BRANDON	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10410	02/27/2020	SCHRAUB, BRANDON	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10413	02/27/2020	SCHRAUB, BRANDON	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)

			STATUTE)
C10414	02/27/2020	SCHRAUB, BRANDON	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10226	02/29/2020	SILVA, RENE	521.457 - DRIVING WHILE LIC INVALID (CRIMINAL VIOL)
C10225	02/28/2020	SILVA, RENE	49.031 - POSSESSION OF ALCOHOLIC BEVERAGE IN MOTOR VEHICLE (CRIMINAL VIOL)
C10224	02/29/2020	SILVA, RENE	6-108 - CITY TAGS REQUIRED-DOGS (ORDINANCE VIOLATION)
C10279	02/29/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10280	02/29/2020	STUBBS, JAY E	521.021 - Driver License Required (No DL) (TRAFFIC VIOL-STATUTE)
W10281	02/29/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
C10282	02/29/2020	STUBBS, JAY E	502.407 - Operation of Vehicle with Expired License Plate (TRAFFIC VIOL-STATUTE)
C10276	02/28/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10412	02/27/2020	SCHRAUB, BRANDON	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10364	02/27/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10363	02/27/2020	ROSENTHAL, DAVID	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10275	02/28/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
W10277	02/29/2020	STUBBS, JAY E	547.322 - Tail Lamps Required (TRAFFIC VIOL-STATUTE)
W10278	02/29/2020	STUBBS, JAY E	545.351 - Speed Over Limit (Speeding) (TRAFFIC VIOL-STATUTE)
<b>Total: 209</b>			

# Hamilton Police Department

## February 2020, Arrests

### Total Arrests: 13

02/03/2020, DeLeon, Dalton, M, 29, City Capias Warrant X6, 200078, Officer 2152

02/03/2020, North, Randolph, M, 38, Endager. a Child, Resist Arrest Search or Transport, Possession of a Dang. Drug, 100069, 100076, 100077, Officer 2153

02/03/2020, Owens, June, F, 38, Possession of Dangerous Drug, 200076, Officer 2151

02/07/2020, Wolbrueck, Destiny, F, 25, City FTA Capias Warrants, 200098, Officer 2153

02/07/2020, Rold, David, M, 29, Harassment, 200052, Officer 2153

02/08/2020, Venecia, Jose, M, 60, Terroristic Threat, Resisting Arrest, Search, or Transport, Public Intoxication, 200090, 200091, 200092, Officer 2156

02/11/2020, Juarez, Luis, M, 27, Immigration Violation, 200093 Officer 2153

02/11/2020, Bustamante, Osvaldo, M, 37, Immigration Violation, 200093 Officer 2153

02/17/2020, Toole, Samantha, F, 33, Warrant FTA Poss. Mar. >2oz., 200116, Officer 2152

02/18/2020, Jones, Wesley, M, 29, MTR War. Prop. Dam. \$2500>\$30,000, 200123, Officer 2156

02/20/2020, Robinson, Matthew, M, 25, MTR Warrant, Coryell, Burg. Hab., 200129 Officer 2152

02/21/2020, Shockley, Cody, M, 30, Sex Assault of a Child Warrant, 200105, Officer 2150

02/29/2020, Herring, Ty, M, 22, DWI, Criminal Mischief, 200143, Officer 2155

# Hamilton Police Department

## February 2020

### Activity Report

#### Traffic Enforcement:

Tenboer # 2152:	57 Stops	38 Citations	19 Warnings
Schraub # 2153:	10 Stops	6 Citations	4 Warnings
Stubbs # 2154:	43 Stops	22 Citations	21 Warnings
Silva # 2155:	53 Stops	44 Citations	9 Warnings
Rosenthal # 2156:	37 Stops	10 Citations	27 Warnings
Total:	200 Stops	120 Citations	80 Warnings

Arrests from Traffic Stops: 2, Case 200116, Officer 2152, Case 200143, Officer 2155

#### 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: 13

Yocham # 2150	1 Arrest
Smallridge # 2151	1 Arrest
Tenboer # 2152	3 Arrests
Schraub # 2153	5 Arrests
Silva # 2155	1 Arrest
Rosenthal # 2156	2 Arrests

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# CITY OF HAMILTON

## POLICE DEPARTMENT

### Animal Control Monthly Report

Month Feb Year 2020

Number of calls 40  
Number of Reports taken 40  
Animal bites investigated 0  
Animals impounded (dogs & cats) 7  
Animals reclaimed by owners 3  
Animals adopted 1  
Current shelter population 4  
Animal Control citations issued 6  
In Person 6  
Certified Mail 0  
Animal Control warnings issued 11



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ANIMAL CONTROL OFFICER

FEBRUARY 2020

# MUNICIPAL COURT REPORT

State \$8376.67

Collection Fees MVBA \$1147.46

City \$11,278.83

OMNI \$230.50

CITATIONS/CHARGES FILED IN MUNICIPAL COURT FEBRUARY 2020.

Speeding over limit	77
Fail Display DL upon request	1
Wrong Way/One way street	1
Disorderly Conduct - Lang	2
Speeding School Zone 8-14 over	3
Fail Change Address on DL	8
Operate vehicle/tra w/o license plate w/one plate	2
Peddling w/o Permit	1
Public Intoxication	1
Disorderly Conduct-Fighting	3
Minor in Possession of Tobacco/E Cigarette	1
Defective Lights	3
Expired MVR	8
Violate DL Code Restriction	2
Dog Allowed to Run at Large	5
Display Obstructed LP	1
Fail Maintain Financial Responsibility	4
Failure to Appear	10
Allow Unlicensed Person to Drive	1
Driving without valid DL	4
Disregard Stop Sign	1
No Seat Belt Driver	1
Possession of Drug Paraphernalia	1
Defective Brake Lamp	2
Unsafe Speed	1
No Rabies Vaccination	1
No City Dog Tag Issued	1
Backed Without Safety	1
Drove w/o Lights when Required	1
<b>TOTAL</b>	<b>148</b>



# HAMILTON MUNI

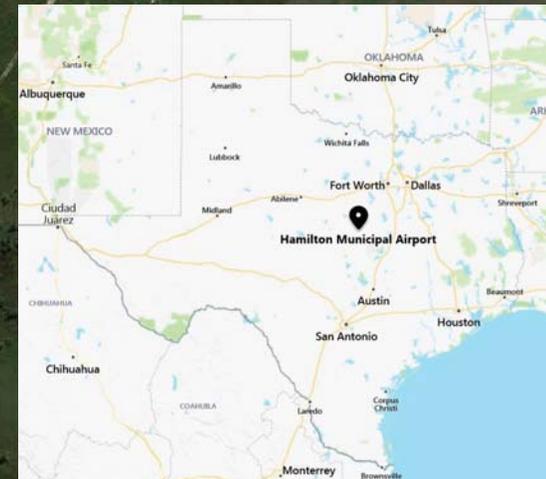
Hamilton, TX (MNZ)

1000 ft

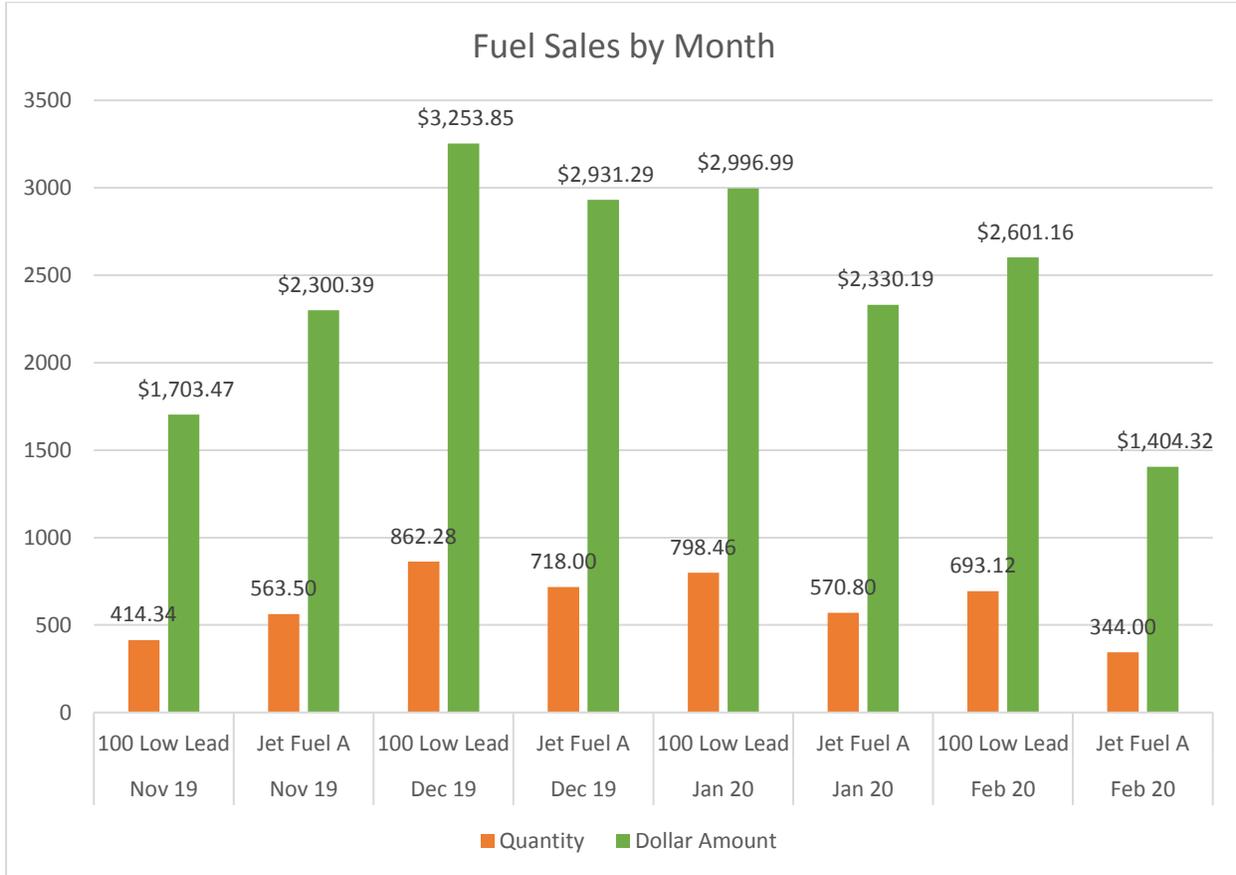


Surface Treat & Mark Taxiway's

Surface Treat & Mark  
Runway 18-36



# FEBRUARY 2020



	AVFuel	Private	Total	Total Gallons		
100LL	\$ 2,601.16	\$ -	\$ 2,601.16	693.12		
Jet A	\$ 1,404.32	\$ -	\$ 1,404.32	344.00		
		Total	\$ 4,005.48			
CURRENT PRICE			\$ 87.49	100LL CC Fees		
100LL -3.87/gallon			\$ 47.02	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				
	344.00	JET A gallons AVFuel				
693.12		100LL Gallons AV Fuel				
	0.00	Private JetA Gallons Sold				
		<b>Private 100LL Gallons Sold - PREPAYED, DON'T INCLUDE IN CURRENT MONTH</b>				
693.12	344.00	TOTAL Gallons				

# FEBRUARY 2020

