

# Item 4

**PROCLAMATION**  
**A Day of Thanksgiving**

**WHEREAS**, our forefathers established a day of Thanksgiving – a special day set aside to acknowledge their blessings; and

**WHEREAS**, it has become traditional for the people of the United States to celebrate a day of Thanksgiving as a way of reflecting on their many blessings and giving thanks for all they have been given; and

**WHEREAS**, the people of this country, and more specifically, the people of Smithville, are truly blessed with much for which to be thankful; and

**WHEREAS**, as we count our blessings, let us not forget the freedoms we so often take for granted, freedoms that were hard-fought by earlier generations and current service men and women who have given their lives so that we might be free; and

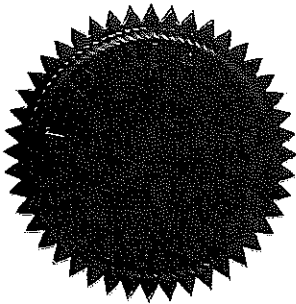
**WHEREAS**, with these freedoms come a responsibility – it is up to each of us to find a way to participate in the community, by working through the churches, the schools, local service organizations and the City to help improve the quality of life for those who are less fortunate.

**NOW, THEREFORE**, I, Scott Saunders Jr., Mayor of the City of Smithville, do hereby proclaim Thursday, November 26, 2020, as:

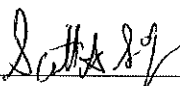
***A Day of Thanksgiving***

and urge all citizens to join with the churches of our City to reinforce the ties of family and community and to express gratitude for the many blessings we enjoy.

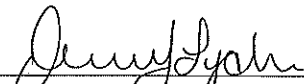
**PROCLAIMED** this 9th day of November 2020.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 9<sup>th</sup> day of November 2020.

  
\_\_\_\_\_  
Scott Saunders, Jr., Mayor

ATTEST:

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

**Proclamation**  
**Honor Our Veterans Day**

**WHEREAS**, our community has a continuing sense of gratitude to those who have given so much in the defense of the freedoms which we all continue to enjoy; and

**WHEREAS**, the freedoms we enjoy as Americans have been purchased and maintained at a high price throughout our history; and

**WHEREAS**, since the establishment of the original 13 states, Americans have been willing to fight and die to preserve their individual rights guaranteed in the United States Constitution and the Bill of Rights; and

**WHEREAS**, we owe a great debt to those who have served in defense of this nation; and

**WHEREAS**, throughout the generations, their sacrifices have preserved our unique form of government dedicated to human rights and respect for the individual; and,

**WHEREAS**, for many, that sacrifice has ended in permanent injury or death, yet their spirit remains in the continued preservation of our freedoms and the promise of liberty established as an example for all the oppressed persons of the world; and,

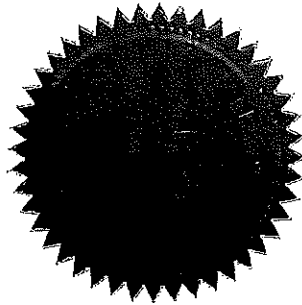
**WHEREAS**, in honor of these dedicated men and women, we pledge our continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of a people dedicated to the principles of freedom and democracy;

**NOW, THEREFORE, I**, Scott A Saunders Jr., Mayor of the City of Smithville, on behalf of the entire City Council, do hereby proclaim November 11<sup>th</sup> as

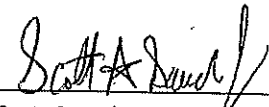
**HONOR OUR VETERAN'S DAY**

and urge all citizens to honor our veterans and rededicate themselves to the preservation of our liberties under the Constitution.

Passed and approved on this the 9<sup>th</sup> day of November 2020.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Smithville to be affixed this 9<sup>th</sup> day of November 2020.

  
Scott Saunders, Jr., Mayor

ATTEST:

  
Jennifer Lynch, City Secretary

# Item 5

CITY OF SMITHVILLE

OCTOBER 19, 2020

COUNCIL MEETING

Present: Mayor Scott Saunders Jr, Councilmembers, Bill Gordon, Joanna Morgan, Sharon Foerster, and City Manager Robert Tamble. Not Present Jason Hewitt and Cassie Barrientos. This meeting was a zoom Conference call.

**Open Meeting:** Call to order: Mayor Saunders called the meeting to order at 6:00 p.m.

Invocation: Chris Brown gave the invocation.

Recognition/Awards/Proclamations/Announcements/Presentations: Mayor Saunders read a proclamation on "Municipal Court Week", and "Breast Cancer Awareness Month".

Approval of the minutes from September 14, 2020, Council Meeting and Public Hearing, Councilman Gordon moved to approve the minutes. Councilwoman Foerster seconded and the motion passed unanimously.

Hear recommendation from Planning and Zoning on:

- a) A minor re-plat at 303 Hill Street Townsite Block 86 Lot 2&3 Owner David and Linda Salas. P&Z Chair Brian said the P&Z recommends approving the re-plat.

**Public Hearing:**

- a) A minor re-plat at 303 Hill Street Townsite Block 86 Lot 2&3 Owner David and Linda Salas. No one signed up to speak for or against this item

**Open Meeting:**

Council Discussion and Action on:

- a) A minor re-plat at 303 Hill Street Townsite Block 86 Lot 2&3 Owner David and Linda Salas. Councilwoman Morgan made a motion to approve the re-plat. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments on: None

Discussion and Action on revoking Ordinance #2017-545 that allows the issuance of a citation by the City Inspector and/or Code Enforcement Officer. The ordinance is being revoked after the determination by our legal Counsel that the City Inspector / Code Enforcement Officer is NOT legally allowed to issue citations. Councilman Gordon made a motion to approve the Ordinance. Councilwoman Foerster seconded and the motion passed unanimously.

Citizen Comments on: None

Discussion and Action on an Ordinance Amending Chapter 1 General Provisions, Article 1.200 Cemeteries and Burial of the dead Section 1.213 Decorations of Plots. Approving this ordinance amendment will allow existing benches (and other prohibited items identified) that have been placed by family members on, or around, their loved one's gravesite(s) to be "grandfathered" while establishing an effective date prohibiting the future placement of such items. The ordinance amendment will also prohibit the placement of solar lighting fixtures on, or around, gravesites. Councilwoman Foerster made a motion to approve the Ordinance. Councilman Gordon seconded and the motion passed unanimously.

Citizen Comments on: None

Discussion and Action on approving the Budget Amendment(s) amending the 2019-2020 Fiscal Year Budget. Cynthia has finalized our 2019/20 budget amendments. Revenues exceeded expenditures by approximately \$270k on a \$12.1M budget. Councilwoman Morgan made a motion to accept the Budget Amendments. Councilman Gordon seconded and the motion passed unanimously.

Discussion and Action on the Financial Report: Councilwoman Foerster made a motion to approve the Financial Report. Councilman Gordon seconded and the motion passed unanimously.

*Adjourn:* at 6:26 p.m.

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Scott Saunders Jr., Mayor

Attest:

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Jennifer Lynch, Asst. City Secretary

# Item 6

## CityManager

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**From:** Scott Saunders <[scottsaundersjr@gmail.com](mailto:scottsaundersjr@gmail.com)>  
**Sent:** Thursday, November 5, 2020 2:03 PM  
**To:** CityManager  
**Subject:** Fwd: Place 2 resignation

----- Forwarded message -----

**From:** Jason Hewitt <[jhewitt@shepherdisd.net](mailto:jhewitt@shepherdisd.net)>  
**Date:** Thu, Nov 5, 2020 at 1:48 PM  
**Subject:** Place 2 resignation  
**To:** <[Scottsaundersjr@gmail.com](mailto:Scottsaundersjr@gmail.com)>

Mr. Mayor,

Please accept this is my official resignation from City Council place 2 effective 11/4/2020. I want to thank my fellow council members and our city manager for the wonderful time together. Your leadership is the reason the city of Smithville is so successful! I'm going to miss all of you! I hope to see you around town!

Jason Hewitt

--

Thank you for your time,

**Scott A. Saunders Jr.**

[scottsaundersjr@gmail.com](mailto:scottsaundersjr@gmail.com)

512-304-8411



# Item 8

Form #2201 Rev. 05/2020  
Submit to:  
**SECRETARY OF STATE**  
**Government Filings**  
**Section P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**



**STATEMENT OF OFFICER**

**Statement**

I, Mike Kahanek, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Councilmember Place 2

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 11/9/2020

Signature of Officer

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Mike Kahanek, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Councilmember Place 2 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas  
County of Bastrop

Sworn to and subscribed before me on this 9<sup>th</sup> day of November, 2020.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

\_\_\_\_\_  
Printed or Typed Name

# Item 9

# CITY OF SMITHVILLE

## PLANNING & ZONING APPLICATION

### APPLICATION TYPE

Zoning Change Request: ☒ Change in Zoning Class  
☐ Change in Ordinance  
☐ Variance  
☐ Special Exception Use  
☐ Minor Plat/Subdivision  
☐ Other \_\_\_\_\_

Number of Requests: ☐ Single  
☐ Multiple

### PROPERTY IDENTIFICATION

Street Address: 49198 701 E. NINTL  
49199 907 GARWOOD

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

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

Subdivision Name: Taylor Addition Bk 4 LOT 1-2-3-4  
Property Tax Code: 49198 Block Number: 4 Lot Number: 1-2-3-4

Property Owner (as listed on Deed): Smithville Hospital Authority

Property Owner Mailing Address: 800 Hwy 21 E., Smithville, TX 78957  
512-581-1100

Owner's Phone No: 512-422-9368 Owner's Email: tbetter@hotmail.com  
texamr@aol

Agent's Name (if applicable): Tom Bettes, Ann Fulcher - Hospital Board Member

Agent's Mailing Address: \_\_\_\_\_

Agent's Phone No: \_\_\_\_\_ Agent's Email: \_\_\_\_\_

## DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

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

Describe variance requested:

Old hospital and nursing home to be demolished. Property to be developed into single family home subdivision.

Describe special use requested:

New subdivision will be subject to deed restrictions from the hospital Authority and city codes.

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

The hospital authority wants to make this property become like the neighborhood where it is located with single family homes that reflect the character of our city.

## PETITION

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

Signature: \_\_\_\_\_

*Thomas Bellis*

Date: 7/22/2020

### OFFICE USE ONLY:

Fee Amount: \_\_\_\_\_

Fee Payment: \_\_\_\_\_

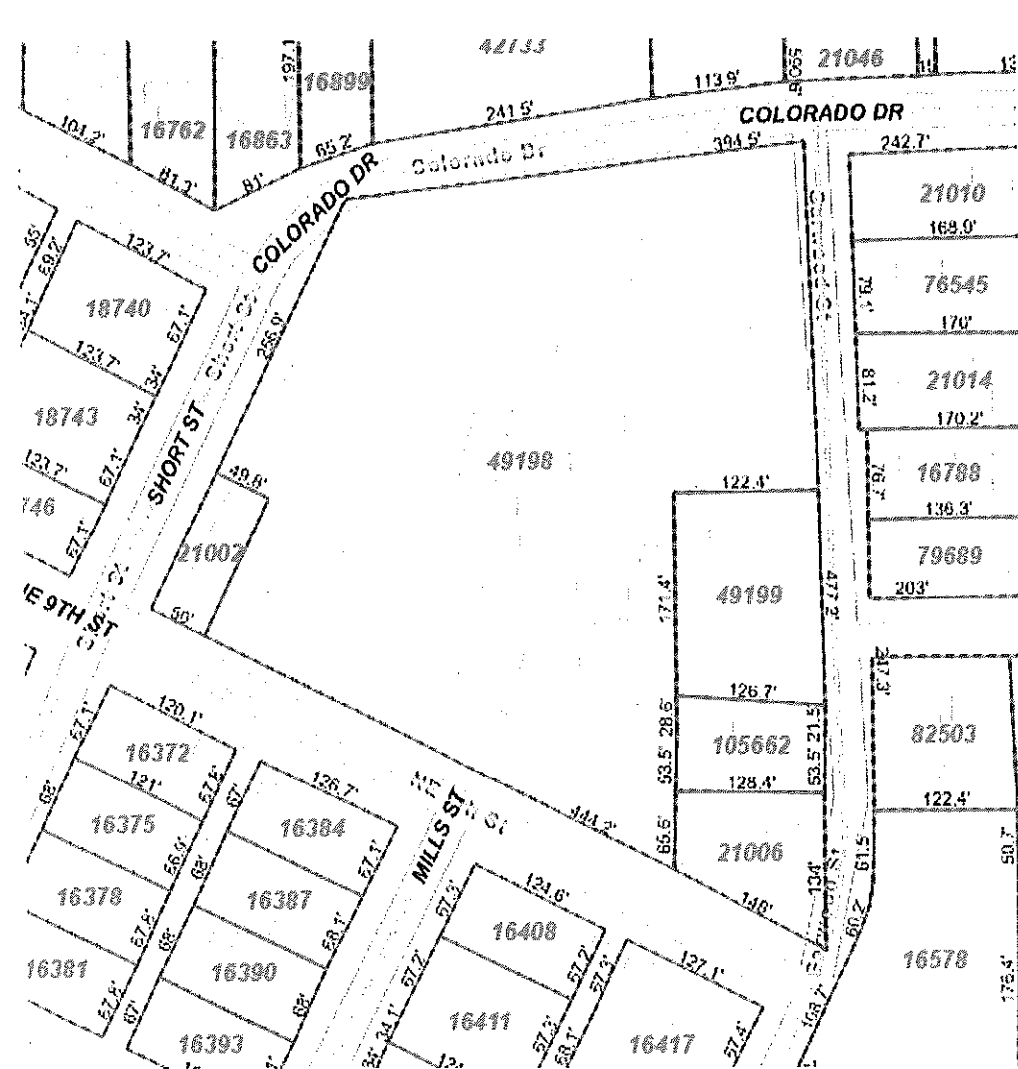
P&Z Date: \_\_\_\_\_

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

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

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

☐ Notice sent to property owners within 200 feet of proposed property



# CITY OF SMITHVILLE

## PLANNING & ZONING APPLICATION

### APPLICATION TYPE

Zoning Change  
Request:

- ☐ Change in Zoning Class  
☐ Change in Ordinance  
☒ Variance  
☐ Special Exception Use  
☐ Minor Plat/Subdivision  
☐ Other \_\_\_\_\_

Number of  
Requests:

- ☐ Single  
☐ Multiple

### PROPERTY IDENTIFICATION

Street Address

107 Bishop

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

Legal description

- ☒ Platted Land (please provide subdivision, block and lot information below)  
☐ Unplatted Land (please submit the metes and bounds description from d...)

Subdivision Name:

M. Burleson Addition

Property Tax Code:

Block Number:

39

Lot Number:

5

Property Owner  
(as listed on Deed):

Charla Wood, Holly Wood

Property Owner  
Mailing Address:

107 Bishop St. Smithville, TX 78957  
C- 512 586-4846 Charla wood@msc.com

Owner's Phone No:

H- 512 940-7306

Owner's Email:

Holly k. wood@gmail.com

Agent's Name  
(if applicable):

Agent's Mailing  
Address:

Agent's Phone No:

Agent's Email:



## DESCRIPTION OF VARIANCE / EXCEPTION REQUEST

Current Zone Class:

SF-1	<input type="checkbox"/>	SF-2	<input type="checkbox"/>
MR	<input type="checkbox"/>	C-1	<input type="checkbox"/>
C-2	<input type="checkbox"/>	C-3	<input type="checkbox"/>
MHS	<input type="checkbox"/>	MF	<input type="checkbox"/>
CF	<input type="checkbox"/>	PD	<input type="checkbox"/>
PD-Z	<input type="checkbox"/>	I	<input type="checkbox"/>
CBD	<input type="checkbox"/>	PD-Z	<input type="checkbox"/>

Proposed Zone Class:

SF-1	<input type="checkbox"/>	SF-2	<input type="checkbox"/>
MR	<input type="checkbox"/>	C-1	<input type="checkbox"/>
C-2	<input type="checkbox"/>	C-3	<input type="checkbox"/>
MHS	<input type="checkbox"/>	MF	<input type="checkbox"/>
CF	<input type="checkbox"/>	PD	<input type="checkbox"/>
PD-Z	<input type="checkbox"/>	I	<input type="checkbox"/>
CBD	<input type="checkbox"/>	PD-Z	<input type="checkbox"/>

Describe variance requested:

Proposed garage (27' width) to be built on zero lot line on 2nd st. with a 3ft. setback from Alley.

Describe special use requested:

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

To avoid underground gas and electrical lines.

## PETITION

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

Signature:

Charla Wood

Date:

August 17, 2020

### OFFICE USE ONLY:

Fee Amount: \_\_\_\_\_

Fee Payment: \_\_\_\_\_

P&Z Date: \_\_\_\_\_

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

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

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

☐ Notice sent to property owners within 200 feet of proposed property

### VARIANCE CRITERIA EXPLANATION FORM

(for Zoning Code Variances Only)

(This Form is required with submittal of a Variance Application. If more than one variance is requested in an application, a separate Variance Criteria Explanation Form shall be required for each Variance. Please include additional pages as necessary.)

- 1) Describe the special conditions affecting the land involved, such that literal enforcement of the regulation would result in the unnecessary hardship?

~~underground utilities~~  
The foundation cannot be built over existing utilities

- 2) Describe the unnecessary hardship that would result due to a literal enforcement of the regulation.

1) cannot build a garage long enough if the variance is not granted.  
2) street parking only.

- 3) Describe how granting the variance will not be contrary to the public interest.

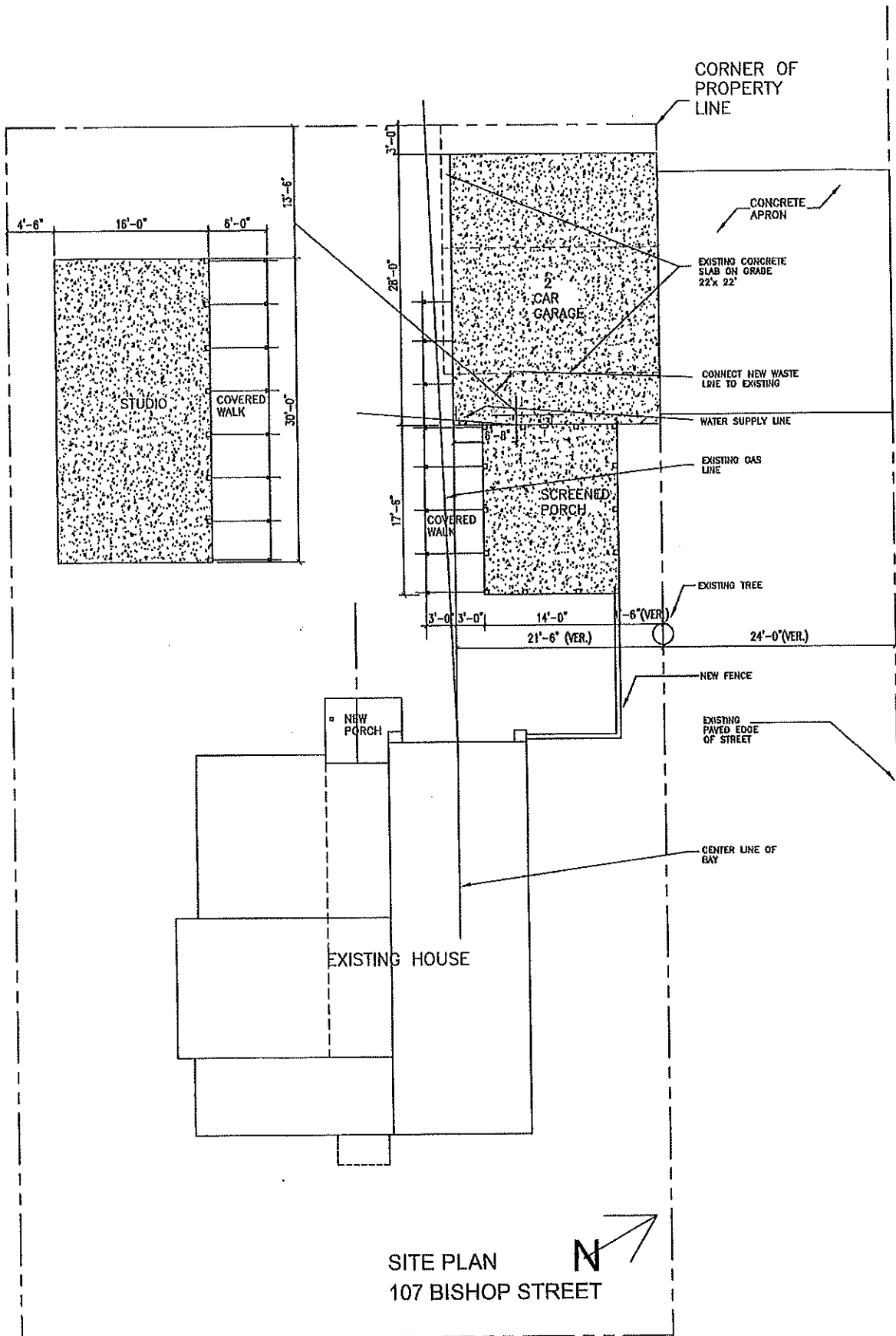
All adjacent properties have garages built on zero property lines.

- 4) Describe how granting the variance will be in the spirit of the regulation.

Building on the garage on the property line will be in the spirit of the regulation because the slab already exists.

**\*Note for the Board / Commission:**

The following responses were provided by the applicant and may not be consistent with the Department staff report.



# Item 14

# GOVERNMENT OBLIGATION CONTRACT

## Obligor

City of Smithville, Texas  
317 Main Street  
Smithville, Texas 78957

## Obligee

First Capital Equipment Leasing Corporation  
32 Wolf Hill Road, PO Box 1018  
East Sandwich, Massachusetts 02537-1981

Dated as of November 6, 2020

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee 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 Obligee 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 Obligee 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.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"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.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

## II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee 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 Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (g) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (j) 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.
- (k) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds from which the Contract Payments will be made.
- (l) 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.
- (m) 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.
- (n) 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 Obligee immediately.
- (o) 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.
- (p) Obligor shall comply with any procurement laws applicable to the Obligor under the laws of this State.

- (q) 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.
- (r) 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.
- (s) 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.

### 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. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

**Section 3.02. Contract Payments.** Obligor shall pay Contract Payments from the legally available funds, as referenced in Section 4.01 below, exclusively to Obligor 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 Obligor or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor 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. Obligor 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 Obligor hereunder have been received, Obligor 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 Obligor then Obligor 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.** OBLIGOR 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. OBLIGOR IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGOR A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGOR 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 Obligor with a certificate of insurance which lists the Obligor 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 Obligor 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 Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor 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 Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor 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 Obligor or its assignees. Obligor shall furnish to Obligor 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 Obligor, 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 Obligor.

**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 Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor 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 Obligor in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

**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 Obligor 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 Obligor, 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 Obligees 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 Obligees.** All of Obligees' 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 Obligees 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 Obligees 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 Obligees approve 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' 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' 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. Vendor Payable Account

**Section 10.01. Establishment of Vendor Payable Account.** On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

**Section 10.02. Down Payment.** Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment

funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

**Section 10.03 Disbursement upon Default.** If an event of default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

**Section 10.04 Surplus Amount.** Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

**Section 10.05 Recalculation of Contract Payments.** Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligees based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligees shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligees and Obligor.

#### XI. Miscellaneous

**Section 11.01 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 11.02 Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees's satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

**Section 11.03 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 11.04 Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees 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 Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

**Section 11.05 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 11.06 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 11.07 Master Contract.** This Contract can be utilized as a Master Contract. This means that the Obligees 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 Obligees. 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 11.08 Entire Writing.** This Contract constitutes the entire writing between Obligees 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 Obligees and will not apply to this Contract.

**Section 11.09 Participation in Israel Boycott.** In accordance with Texas Government Code §2271.002, Obligees certifies that Obligees does not participate in, and agrees not to participate in during the term of the Contract, a boycott of Israel.

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

City of Smithville, Texas

First Capital Equipment Leasing Corporation

Signature

Signature

Printed Name and Title

Printed Name and Title



EXHIBIT A  
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 6, 2020, between First Capital Equipment Leasing Corporation (Obligee) and City of Smithville, 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:

One (1) 2020 John Deere 310L Backhoe, One (1) 2021 Ford F-350 Leaf Dump Truck, One (1) Ford F-250 Utility Truck, and Two (2) 2021 Ford Police Interceptors with Upfitting

Physical Address of Equipment after Delivery : 105 NW 4th St. & 100 SE MLK Blvd. Smtihville, TX 78957

## EXHIBIT B

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 6, 2020, between First Capital Equipment Leasing Corporation (Obligee) and City of Smithville, Texas (Obligor)

Date of First Payment: December 15, 2020  
 Original Balance: \$270,899.00  
 Total Number of Payments: Twelve (12)  
 Number of Payments Per Year: Two (2)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	15-Dec-20	\$24,800.38	\$990.47	\$23,809.91	\$254,956.40
2	15-Jun-21	\$24,800.38	\$4,169.62	\$20,630.76	\$233,075.27
3	15-Dec-21	\$24,800.38	\$3,821.48	\$20,978.90	\$210,943.60
4	15-Jun-22	\$24,800.38	\$3,467.46	\$21,332.92	\$188,558.52
5	15-Dec-22	\$24,800.38	\$3,107.47	\$21,692.91	\$165,917.14
6	15-Jun-23	\$24,800.38	\$2,741.40	\$22,058.98	\$143,016.51
7	15-Dec-23	\$24,800.38	\$2,369.16	\$22,431.22	\$119,853.67
8	15-Jun-24	\$24,800.38	\$1,990.63	\$22,809.75	\$96,425.61
9	15-Dec-24	\$24,800.38	\$1,605.72	\$23,194.66	\$72,729.30
10	15-Jun-25	\$24,800.38	\$1,214.31	\$23,586.07	\$48,761.67
11	15-Dec-25	\$24,800.38	\$816.29	\$23,984.09	\$24,519.61
12	15-Jun-26	\$24,800.38	\$411.55	\$24,388.83	\$0.00

City of Smithville, Texas

Signature

Printed Name and Title

FILL IN THE  
BLANKS

\*Assumes all Contract Payments due to date are paid

## EXHIBIT D

## OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of November 6, 2020, between First Capital Equipment Leasing Corporation (Obligee) and City of Smithville, Texas (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on November 9, 2020 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of November 6, 2020, between City of Smithville, Texas (Obligor) and First Capital Equipment Leasing Corporation (Obligee).
2. **Personal Property Finance Act.** The Governing Body of Obligor will enter into the Contract, together with all related documents, as authorized by the Public Property Finance Act, Subchapter A, Chapter 271, Local Government Code (the "PPFA").
3. **Pledge of Taxes.** For each year in which Contract Payments are due pursuant to the Contract, there shall be levied, as authorized by the PPFA, an ad valorem tax within the limits prescribed by law that is sufficient (together with other funds lawfully available to Obligor and applied for such purpose) to provide for the timely payment of Contract Payments when due.
4. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s):

Robert Tamble, City Manager  
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

5. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: \_\_\_\_\_

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: \_\_\_\_\_

(Printed Name and Title of individual who signed directly above)

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

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: \_\_\_\_\_

(Printed Name of individual who signed directly above)

# Item 15

**ORDINANCE NO. 2020-599**

**AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING EMERGENCY ORDINANCE #2020-591 DECLARING THAT A PUBLIC HEALTH EMERGENCY EXISTS BECAUSE OF THE WORLD-WIDE COVID-19 PANDEMIC; ESTABLISHING REQUIREMENTS RELATED TO THE POSTING OF A PUBLIC NOTICE BY COMMERCIAL ENTITIES AND THE WEARING OF FACE COVERINGS AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**WHEREAS**, the City Council is **Extending the Effective date continuing through 11:59 p.m. on January 11, 2021.**

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

- 1. Findings of Fact.** The foregoing recitals are incorporated into this Ordinance# 2020-599 by reference as findings of fact as if expressly set forth herein.
- 2. Enactment.** Emergency Ordinance Declaring That A Public Health Emergency Exists Because Of The World-Wide Covid-19 Pandemic; Establishing Requirements Related to The Posting of A Public Notice By Commercial Entities And The Wearing Of Face Coverings of the City of Smithville, Texas are amended in accordance with Exhibit A, attached hereto.
- 3. Repealer.** All ordinances, resolutions, or parts thereof, that are in conflict or are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated herein.
- 4. Severability.** Should any section, subsection, sentence, provision, clause, or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance and same are deemed severable for this purpose.
- 5. Effective Date.** This Ordinance shall be effective as of the date of adoption.

**PASSED, APPROVED, AND ADOPTED THIS 9<sup>th</sup> DAY OF NOVEMBER, 2020.**

**APPROVED:**

---

Scott Saunders, Mayor

**ATTEST:**

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Jennifer Lynch, City Secretary

## EXHIBIT A

### **EMERGENCY ORDINANCE # 2020-591**

**THIS IS AN EMERGENCY ORDINANCE DECLARING THAT A PUBLIC HEALTH EMERGENCY EXISTS BECAUSE OF THE WORLD-WIDE COVID-19 PANDEMIC; ESTABLISHING REQUIREMENTS RELATED TO THE POSTING OF A PUBLIC NOTICE BY COMMERCIAL ENTITIES AND THE WEARING OF FACE COVERINGS AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

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

#### **I.**

#### **DECLARATION OF PUBLIC HEALTH EMERGENCY**

1.01 Pursuant to Sections 121.003 and 122.005 of the Texas Health and Safety Code, the City Council hereby declares that a public health emergency exists in the City of Smithville because of the world-wide novel coronavirus ("Covid-19") pandemic.

1.02 On March 13, 2020 Greg Abbott, Governor of Texas issued a disaster proclamation that Covid-19 poses an imminent threat of disaster for all counties in the State of Texas.

1.03 The Commissioner of the Texas Department of State Health Services has determined that Covid-19 continues to represent a public health disaster.

1.04 The Public Health Officer for Bastrop County, Dr. Desmar Walkes, has announced that Covid-19 continues to represent a serious public health disaster. Dr. Desmar Walkes is hereby appointed as the Public Health Officer for the City.

#### **II.**

#### **MANDATORY NOTICE FOR COMMERCIAL ENTITIES**

2.01 Effective as of 11:59 a.m. on November 9, 2020, and continuing through 11:59 p.m. on January 11, 2021, all commercial entities in the city that provide goods or services directly to the public shall post a notice to the public that all employees and visitors to the commercial entity's business premises or other facilities are required to wear face coverings when in an area or performing an activity which will necessarily involve close contact or proximity to co-workers or the public, where six feet (6-ft) of separation is not feasible.

2.02 The aforesaid notice shall be posted in a conspicuous location sufficient to provide notice to employees and visitors of the health and safety requirements.

2.03 A sample Health and Safety Notice containing the minimum requirements is attached as Exhibit A and may be used by a commercial entity. A commercial entity may add its own additional requirements as determined by the entity.

### **III.**

#### **MANDATORY FACE COVERINGS FOR INDIVIDUALS**

3.01 Except as provided below, **effective as of 11:59 a.m. on November 9, 2020, and continuing through 11:59 p.m. on January 11, 2021**, all persons 10 years or older shall wear a face covering over their nose and mouth when:

- a) inside a commercial entity or other building open to the public, where it is difficult to keep six feet away from other persons or where working in areas that involve close proximity with other people or co-workers; or
- b) outside with a group of people where it is difficult to keep six feet away from other persons in the group.

3.02 The requirement to wear face coverings in public does not apply to the following situations:

- a) When exercising or engaging in physical activity;
- b) When in a building that requires security surveillance or screening, such as banks;
- c) While consuming food or drink;
- d) When outside with a group of only members of a single household.
- e) When doing so poses a mental or physical health, safety, or security risk as determined by a licensed physician or health care practitioner.

### **IV**

#### **PENALTIES**

4.02 Any owner / agent of a commercial business entity or person violating this ordinance may receive a citation resulting in a fine not to exceed \$200.00 per violation.

### **V**

#### **EXPIRATION DATE**

5.01 This Emergency Ordinance shall be automatically repealed on the sixty-first day following the day of its adoption, unless terminated sooner, or re-enacted by the Council.



## **VI.**

6.01 All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

6.02 The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

6.03 The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Emergency Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Emergency Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

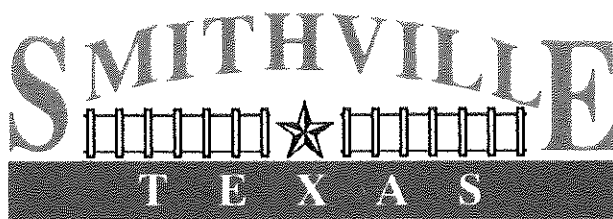
# Item 16

SCOTT SAUNDERS  
MAYOR

JOANNA MORGAN  
MAYOR PRO-TEM

ROBERT TAMBLE  
CITY MANAGER

CITY OF



317 MAIN STREET  
P.O. BOX 449  
SMITHVILLE, TX 78957  
(512) 237-3282  
(512) 237-4549 fax

TO: Mayor and City Council  
FROM: Cynthia White  
DATE: November 6, 2020  
RE: October Financial Reports

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

- ❖ TML Workers' Compensation, Property, & Liability insurance (annual) - \$174,464
- ❖ 2007 CO's debt service payment to Frost Bank - \$299,035
- ❖ Mueller Company fee for Mi.Hub collector, backhaul, & handheld maintenance (annual) - \$21,745
- ❖ grinding at city brush dump - \$34,500
- ❖ purchase of transformers, LED fixtures, and other electrical supplies - \$17,153
- ❖ Lost Pines Groundwater Conservation District user fee - \$11,186
- ❖ BEFCO Engineering services for Highway 95 water/wastewater project - \$10,110
- ❖ Bastrop County Appraisal District local support - \$6,203
- ❖ police department fleet maintenance quarterly payment - \$6,250
- ❖ Burlin Power Line electrical work at Webster & Harper St - \$7,657
- ❖ construction of two driveways on Webb St - \$5,640
- ❖ purchase Cold Mix asphalt - \$5,058
- ❖ interim audit fees - \$5,400
- ❖ state court costs - \$3,412
- ❖ mowing of Oak Hill and Mt. Pleasant cemetery (monthly fee) - \$6,000
- ❖ and the monthly payments for fuel, city employee benefits, and garbage services.

Certificate of Obligations, Series 2019 expenses included:

- ❖ Citywide Tank Rehab Projects – CFG Industries repair fees for the pedosphere by the Recreation Center - \$108,703
- ❖ 4<sup>th</sup> Ave Lift Station Project fees: Cen-Tex Marine Fabricators - \$11,694
- ❖ Crack sealing, sealcoat, restriping of Main Street - \$23,187

Grant expenditures for October included:

- ❖ HMGP DR-4272-011 (2<sup>nd</sup> St Detention Pond): BEFCO Engineering fees - \$1,640
- ❖ HOME Grant: Langford Community Management fees & construction fees - \$201,832

Have a safe and relaxing weekend –

*Cynthia*

## ESTIMATED FUND BALANCES

@ October 31, 2020

### General Fund

**Total Expenditures divided by 12 times 3 equals Recommended Fund Balance**

Note: the recommended fund balance for fiscal year 2020-2021 based on the General Fund's budgeted expenditures is:

5,008,912 divided by 12 times 3 equals \$ 1,252,228

Beginning Fund Balance @ October 1, 2019 \$ 1,345,230

Statement of Rev & Exp (YTD) @ September 30, 2020

Revenues Over/Under Expenditures \$ 228,387

Statement of Rev & Exp (YTD) @ October 31, 2020

Revenues Over/Under Expenditures \$ (87,055)

Estimated Fund Balance @ October 31, 2020 \$ 1,486,562

Estimated Fund Balance Over/Under Recommended \$234,334

### Utility Fund

**Total Expenditures divided by 12 times 3 equals Recommended Fund Balance**

NOTE: the recommended fund balance for fiscal year 2020-2021 based on the Utility Fund budgeted expenditures is:

6,982,972 divided by 12 times 3 equals \$ 1,745,743

NOTE: Recommended fund balance for utility fund should be compared to the current cash and investment balances.

#### Balances @ October 31, 2020

##### CASH:

Petty Cash Utility \$ 500

Checking: Utility Operating \$ 3,265

Checking: Utility Credit Card \$ 106,438

##### INVESTMENTS:

CD: Utility - Operations \$ 132,975

CD: Utility - Operations #2 \$ 108,543

CD: Designated Customer Deposits \$ 96,199

CD: Utility - Customer Deposits \$ 33,620

CD: Utility - '01 CO/SWS FNMA \$ 119,923

LSIP: Utility - Operations \$ 68,594

TOTAL CASH & INVESTMENTS: \$ 669,557

Estimated Fund Balance Over/Under Recommended (\$1,076,186)

**CITY OF SMITHVILLE  
CASH BALANCES & RESERVES**

**@ 10/31/20**

**@ 10/31/19**

**CASH OPERATING ACCOUNTS:**

General Fund	155,505	57,435
Utility Fund	56,102	315,625
Credit Card Pmts	109,704	430,180
Economic Development (IDF)	62,620	61,979
Fireman's Pension	31,353	33,372
HOMES Grant Fund	20,239	201
HRA Trust Fund	59,928	69,547
Library Contributions Fund	187,793	187,811
Railroad Park	1,071	1,060
TxCDBG Project	61	61
COPS Hiring Program Grant	0	0
Grants Account	164,254	3,000
HMGP Grants	0	0
TAP Loop 230 Sidewalks	0	0
Police Seized Assets	2,490	2,465
Smithville Cares	3,723	3,685
Independence Park	5,905	5,844
Smithville TX Veterans Memorial Park	21,882	3,632
<b>Total Cash on Hand</b>	<b>882,630</b>	<b>1,175,897</b>

**INVESTED FUNDS**

*Matures*

**CERTIFICATES OF DEPOSIT:**

General - Operations	52,587	Aug-22	51,675
General - Library Contributions	130,971	Dec-20	128,822
General - Library Contributions	111,720	Nov-21	110,208
Utility - Operations	132,975	Apr-21	130,945
Utility - Operations #2	108,543	Aug-21	106,766
Utility - Designated Customer Dep	96,199	Apr-22	95,407
Utility - Customer Deposits	33,620	Mar-22	33,343
Economic Development (IDF)	53,875	Dec-21	53,144
Utility '01 CO/SWS FNMA	119,923	Oct-21	117,841

**INVESTMENT POOL ACCOUNTS**

General - Operations	1,007	996
Utility - Operations	68,594	20,835
Capital Replacement Fund	35	35
Interest & Sinking	397,273	410,457
'01 CofO Project Funds	32,291	31,939
'07 CofO Project Funds	75	74
'19 CofO Project Funds	2,235,736	2,915,306

**SAVINGS ACCOUNT**

Airport Fly-In	5,021	5,083
PEG Capital	18,119	17,934

**TOTAL INVESTED FUNDS: 3,598,565 4,230,810**

**ACCOUNTS RECEIVABLE**

Genl/Util - Miscellaneous	115,721	156,207
Utility Billings - Current	546,412	634,394
Utility Billings - Delinquent	214,081	104,010
<b>Total Accounts Receivable</b>	<b>876,214</b>	<b>894,611</b>

**TOTAL CASH & RECEIVABLES 5,357,408 6,301,318**

**RESERVE AMOUNTS**

Res Bond Debt Service	397,273	410,457
Res Bond Project Funds	2,268,102	2,947,319
Res Customer Deposits	112,682	106,682
Res Economic Development	116,495	115,124
Res Firemen's Pension	31,353	33,372
Designated Court Technology	88	186
Designated Library	430,484	426,841
Designated Police Ed/Op	1,293	0
Designated VFD Donations	0	0
Designated COPS Hiring Grant	0	0
Designated Grants Account	164,254	3,000
Designated HMGP Grants	0	0
Designated TAP Loop 230 Sidewalks	0	0
Designated Police Seized Assets	2,490	2,465
Designated-Independence Park	5,905	5,844
Designated-Veterans Memorial Park	21,882	3,632
Designated-Smithville Cares	3,723	3,685
<b>Total Reserve Amounts</b>	<b>3,556,024</b>	<b>4,058,607</b>

**ACCOUNTS PAYABLE**

General	114,052	179,077
Utility	280,815	212,525
<b>Total Accts Payable</b>	<b>394,867</b>	<b>391,602</b>

**TOTAL RESERVES & PAYABLES 3,950,891 4,450,209**

**UNRESTRICTED CASH & RECEIVABLES 1,406,518 1,851,109**

## CITY OF SMITHVILLE

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## SUMMARY REVENUE / EXPENSE STATEMENT

FISCAL YEAR 2020-21 @ October 31, 2020

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @ 10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
General Fund	285,144	4,928,912	5.79%	326,994	5,401,917	6.05%
Utility Fund	517,857	6,982,972	7.42%	606,659	6,892,892	8.80%
Maintenance Fund	5,962	102,212	5.83%	5,136	100,369	5.12%
Int & Sinking Fund	27,391	408,555	6.70%	34,581	429,414	8.05%
<b>TOTAL REVENUES</b>	<b>836,355</b>	<b>12,422,651</b>	<b>6.73%</b>	<b>973,369</b>	<b>12,824,592</b>	<b>7.59%</b>
<b>Unassigned Fund Balance for Chamber Rebuild</b>	<b>0</b>	<b>80,000</b>		<b>0</b>	<b>0</b>	
<b>EXPENSES:</b>						
General Fund	372,199	5,008,912	7.43%	394,877	5,265,699	7.50%
Utility Fund	832,625	6,982,972	11.92%	501,276	6,777,412	7.40%
Maintenance Fund	7,381	102,212	7.22%	5,608	100,369	5.59%
Int & Sinking Fund	0	408,555	0.00%	0	410,415	0.00%
<b>TOTAL EXPENSES</b>	<b>1,212,204</b>	<b>12,502,651</b>	<b>9.70%</b>	<b>901,761</b>	<b>12,553,896</b>	<b>7.18%</b>
<b>Revenues Over/(Under) Expenses</b>						
<b>M&amp;O Funds</b>	<b>(403,241)</b>			<b>37,027</b>		
<b>I&amp;S Fund</b>	<b>27,391</b>			<b>34,581</b>		
<b>Unassigned Fund Bal</b>	<b>0</b>			<b>0</b>		
<b>Total Over/(Under)</b>	<b>(375,849)</b>	<b>(0)</b>		<b>71,608</b>	<b>270,697</b>	

**CITY OF SMITHVILLE  
GENERAL FUND RECAP  
2020-2021  
FOR MONTH OF: October**

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @ 10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
Taxes	66,321	2,232,004	2.97%	95,804	2,146,353	4.46%
Licenses & Permits	21,303	88,527	24.06%	6,362	96,683	6.58%
Services	84,516	985,975	8.57%	89,922	970,544	9.27%
Court	3,293	68,000	4.84%	6,787	49,121	13.82%
Miscellaneous	107,582	1,510,836	7.12%	117,657	1,476,410	7.97%
Contributions	2,130	43,570	4.89%	10,461	662,806	1.58%
<b>TOTAL REVENUES</b>	<b>285,144</b>	<b>4,928,912</b>	<b>5.79%</b>	<b>326,994</b>	<b>5,401,917</b>	<b>6.05%</b>
<b>EXPENSES:</b>						
Administration	36,446	411,764	8.85%	42,222	341,878	12.35%
Finance	8,858	102,276	8.66%	8,104	98,423	8.23%
Police	115,483	1,383,148	8.35%	117,765	1,314,274	8.96%
Animal Control	4,016	58,964	6.81%	4,142	58,009	7.14%
Court	3,651	76,451	4.78%	3,764	62,465	6.03%
Fire	21,032	88,066	23.88%	22,125	89,751	24.65%
Library	30,487	308,023	9.90%	32,928	309,826	10.63%
Community Service	7,794	47,514	16.40%	8,476	43,196	19.62%
Parks & Recreation	26,100	358,641	7.28%	26,775	400,757	6.68%
Recreation Center	26,742	324,164	8.25%	32,603	319,210	10.21%
Street & Alley	38,729	605,073	6.40%	38,440	537,443	7.15%
Solid Waste	20,823	914,184	2.28%	20,354	901,781	2.26%
Enforcement/Insp	7,546	120,894	6.24%	20,560	122,169	16.83%
Cemetery	6,771	85,841	7.89%	2,440	60,776	4.02%
Airport	5,283	47,372	11.15%	5,330	532,434	1.00%
Economic Development	12,437	76,536	16.25%	8,850	73,307	12.07%
<b>TOTAL EXPENSES</b>	<b>372,199</b>	<b>5,008,912</b>	<b>7.43%</b>	<b>394,877</b>	<b>5,265,699</b>	<b>7.50%</b>
<b>Revenues Over/(Under)</b>	<b>(87,055)</b>	<b>(80,000)</b>		<b>(67,883)</b>	<b>136,218</b>	
<b>Unassigned Fund Balance for Chamber of Commerce Rebuild</b>	<b>0</b>	<b>80,000</b>		<b>0</b>	<b>0</b>	
<b>Revenue Over/(Under) Expenses</b>	<b>(87,055)</b>	<b>0</b>		<b>(67,883)</b>	<b>136,218</b>	

1/12th of budget would be 8.33%

CITY OF SMITHVILLE  
GENERAL FUND REVENUE RECAP  
2020-2021

FOR MONTH OF: October

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @ 10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
<b>TAXES</b>						
Property Taxes	10,532	1,427,404	0.74%	41,829	1,315,838	3.18%
Franchise Taxes	1,890	105,600	1.79%	2,060	106,979	1.93%
Sales Taxes	50,488	678,000	7.45%	48,084	703,061	6.84%
Hotel/Motel Taxes	3,410	15,000	22.73%	3,832	14,093	27.19%
Mixed Beverage Tax	0	6,000	0.00%	0	6,382	0.00%
<b>Total Tax Revenues</b>	<b>66,321</b>	<b>2,232,004</b>	<b>2.97%</b>	<b>95,804</b>	<b>2,146,353</b>	<b>4.46%</b>
<b>LICENSES &amp; PERMITS</b>						
Misc. Licenses	30	275	10.91%	0	251	0.00%
Alcohol Permits	560	3,252	17.22%	0	5,262	0.00%
Building Permits	3,283	40,000	8.21%	3,983	50,239	7.93%
Electrical Permits	575	12,500	4.60%	1,369	10,840	12.63%
Plumbing Permits	905	12,500	7.24%	705	10,341	6.82%
Misc. Permits/Film Permits	15,950	20,000	79.75%	305	19,750	1.54%
<b>Total L/P Revenues</b>	<b>21,303</b>	<b>88,527</b>	<b>24.06%</b>	<b>6,362</b>	<b>96,683</b>	<b>6.58%</b>
<b>SERVICES</b>						
Inspections	0	750	0.00%	50	150	33.33%
Cemetery	525	3,250	16.15%	0	3,092	0.00%
Police	6	2,750	0.22%	280	3,225	8.68%
Code Enforcement	0	500	0.00%	0	0	0.00%
Streets	0	1,000	0.00%	0	1,715	0.00%
Leaf & Limb	100	1,000	10.00%	0	550	0.00%
Sanitation	70,982	837,000	8.48%	69,241	833,321	8.31%
Warehouse	175	15,000	1.17%	1,701	7,257	23.44%
Parks & Recreation	2,990	20,500	14.59%	5,193	20,015	25.94%
Library	319	3,000	10.64%	406	3,624	11.20%
Airport	3,677	51,225	7.18%	2,614	46,012	5.68%
Recreation Center	5,741	50,000	11.48%	10,438	51,583	20.24%
<b>Total Svc Revenues</b>	<b>84,516</b>	<b>985,975</b>	<b>8.57%</b>	<b>89,922</b>	<b>970,544</b>	<b>9.27%</b>
<b>COURT REVENUES</b>						
Fines	1,769	48,500	3.65%	5,011	34,230	14.64%
Admin Fees	30	750	4.00%	92	469	19.72%
CJP Arrest Fees	215	4,500	4.77%	343	3,202	10.70%
Court Costs	1,279	13,500	9.48%	1,115	9,741	11.44%
Remedies	0	750	0.00%	40	350	11.43%
Court Technology	0	0	0.00%	186	1,129	16.46%
<b>Total Court Revs</b>	<b>3,293</b>	<b>68,000</b>	<b>4.84%</b>	<b>6,787</b>	<b>49,121</b>	<b>13.82%</b>
<b>MISC. SALES &amp; REVS</b>						
Cemetery Plots	3,000	15,000	20.00%	292	15,148	1.93%
Franchise Fee - Utility	14,583	175,000	8.33%	14,583	175,000	8.33%
Interest Income	189	6,425	2.95%	807	12,974	6.22%
Rents	0	0	0.00%	0	0	0.00%
Credit Card Usage Fee	320	3,500	9.14%	376	2,344	16.04%
Misc Rev/Ins Recovery	3,072	35,911	8.56%	15,182	67,688	22.43%
Sale of Fixed Assets	0	5,000	0.00%	0	7,062	0.00%
Transfer in from Utility	86,417	1,037,000	8.33%	86,417	1,037,000	8.33%
Other Rev-Lease Purchase	0	233,000	0.00%	0	159,194	0.00%
<b>Total Misc. Revs</b>	<b>107,582</b>	<b>1,510,836</b>	<b>7.12%</b>	<b>117,657</b>	<b>1,476,410</b>	<b>7.97%</b>
<b>CONTRIBUTIONS</b>						
Public Sources	0	1,300	0.00%	8,500	12,730	66.77%
Private Sources	300	6,700	4.48%	225	6,838	3.29%
Grants	0	6,570	0.00%	0	612,252	0.00%
Volunteer Fire Dept	1,830	22,000	8.32%	1,736	23,234	7.47%
B. Hewatt	0	7,000	0.00%	0	7,752	0.00%
Tocker Foundation	0	0	0.00%	0	0	0.00%
<b>Total Contributions</b>	<b>2,130</b>	<b>43,570</b>	<b>4.89%</b>	<b>10,461</b>	<b>662,806</b>	<b>1.58%</b>
<b>TOTAL REVENUES</b>	<b>285,144</b>	<b>4,928,912</b>	<b>5.79%</b>	<b>326,994</b>	<b>5,401,917</b>	<b>6.05%</b>
<b>Unassigned Fund Balance - for Chamber Rebuild</b>						
	<b>0</b>	<b>80,000</b>		<b>0</b>	<b>0</b>	
<b>GRAND TOTAL REVENUE</b>	<b>285,144</b>	<b>5,008,912</b>		<b>326,994</b>	<b>5,401,917</b>	

1/12th of budget would be 8.33%



**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2020-21  
FOR MONTH OF: October**

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @ 10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>ADMINISTRATION</b>						
Personnel	12,764	164,077	7.78%	13,433	174,282	7.71%
Services	11,684	92,876	12.58%	12,802	95,539	13.40%
Supplies & Materials	1,289	43,950	2.93%	908	19,750	4.60%
Other	10,709	30,862	34.70%	15,078	47,847	31.51%
Capital	0	80,000	0.00%	0	4,460	0.00%
Transfer to TAP Loop 230 Grant	0	0	0.00%	0	0	0.00%
<b>Total Admin Expense</b>	<b>36,446</b>	<b>411,764</b>	<b>8.85%</b>	<b>42,222</b>	<b>341,878</b>	<b>12.35%</b>
<b>FINANCE</b>						
Personnel	6,369	78,035	8.16%	5,481	74,478	7.36%
Services	2,435	23,141	10.52%	2,591	22,845	11.34%
Supplies & Materials	54	1,100	4.88%	32	1,100	2.93%
Other	0	0	0.00%	0	0	0.00%
<b>Total Finance Expense</b>	<b>8,858</b>	<b>102,276</b>	<b>8.66%</b>	<b>8,104</b>	<b>98,423</b>	<b>8.23%</b>
<b>POLICE</b>						
Personnel	81,826	1,091,883	7.49%	79,016	1,032,347	7.65%
Services	1,301	38,554	3.38%	3,677	40,934	8.98%
Supplies & Materials	9,557	99,125	9.64%	11,796	97,875	12.05%
Other	22,798	53,586	42.55%	23,276	36,035	64.59%
Capital Expenditures	0	100,000	0.00%	0	107,083	0.00%
<b>Total Police Expense</b>	<b>115,483</b>	<b>1,383,148</b>	<b>8.35%</b>	<b>117,765</b>	<b>1,314,274</b>	<b>8.96%</b>
<b>ANIMAL CONTROL</b>						
Personnel	3,392	44,145	7.68%	3,319	43,154	7.69%
Services	25	9,910	0.26%	73	9,935	0.74%
Supplies & Materials	190	4,500	4.21%	329	3,500	9.39%
Other	409	409	100.07%	420	1,420	29.61%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Animal Control Exp</b>	<b>4,016</b>	<b>58,964</b>	<b>6.81%</b>	<b>4,142</b>	<b>58,009</b>	<b>7.14%</b>
<b>COURT</b>						
Personnel	3,597	57,633	6.24%	3,613	49,759	7.26%
Services	54	16,648	0.32%	151	10,979	1.37%
Supplies & Materials	0	2,100	0.00%	0	1,657	0.00%
Other	0	70	0.00%	0	70	0.00%
<b>Total Court Exp</b>	<b>3,651</b>	<b>76,451</b>	<b>4.78%</b>	<b>3,764</b>	<b>62,465</b>	<b>6.03%</b>
<b>FIRE</b>						
Personnel	1,994	1,994	100.00%	1,481	1,481	99.97%
Services	675	12,425	5.44%	732	11,925	6.14%
Supplies & Materials	1,466	36,350	4.03%	1,782	40,589	4.39%
Other	16,897	37,297	45.30%	18,130	35,756	50.70%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Fire Expense</b>	<b>21,032</b>	<b>88,066</b>	<b>23.88%</b>	<b>22,125</b>	<b>89,751</b>	<b>24.65%</b>
<b>LIBRARY</b>						
Personnel	17,940	236,302	7.59%	18,124	233,035	7.78%
Services	711	32,619	2.18%	2,594	28,772	9.02%
Supplies (includes Donation/Grant exp)	9,409	36,500	25.78%	9,066	44,700	20.28%
Other	2,427	2,602	93.28%	3,144	3,319	94.72%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Library Expense</b>	<b>30,487</b>	<b>308,023</b>	<b>9.90%</b>	<b>32,928</b>	<b>309,826</b>	<b>10.63%</b>
<b>COMMUNITY SERVICE</b>						
Allocated Support	7,794	47,514	16.40%	8,476	43,196	19.62%
<b>Total Community Svc Exp</b>	<b>7,794</b>	<b>47,514</b>	<b>16.40%</b>	<b>8,476</b>	<b>43,196</b>	<b>19.62%</b>
<b>PARKS &amp; RECREATION</b>						
Personnel	17,200	223,697	7.69%	16,379	216,353	7.57%
Services	2,574	38,510	6.68%	3,091	34,358	9.00%
Supplies & Materials	2,428	54,650	4.44%	3,214	90,612	3.55%
Other	3,898	16,784	23.22%	4,091	43,474	9.41%
Capital Expenditures	0	25,000	0.00%	0	15,960	0.00%
<b>Total Parks &amp; Recr Exp</b>	<b>26,100</b>	<b>358,641</b>	<b>7.28%</b>	<b>26,775</b>	<b>400,757</b>	<b>6.68%</b>

**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2020-21  
FOR MONTH OF: October**

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @ 10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>RECREATION CENTER</b>						
Personnel	15,843	208,710	7.59%	15,184	192,323	7.90%
Services	4,338	73,744	5.88%	5,540	72,759	7.61%
Supplies & Materials	905	32,854	2.75%	5,340	41,393	12.90%
Other-Special Projects	5,656	8,856	63.87%	6,539	12,735	51.34%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Recreation Center Exp</b>	<b>26,742</b>	<b>324,164</b>	<b>8.25%</b>	<b>32,603</b>	<b>319,210</b>	<b>10.21%</b>
<b>STREET &amp; ALLEY</b>						
Personnel	10,897	180,735	6.03%	13,408	152,148	8.81%
Services	21,659	87,600	24.72%	3,950	136,806	2.89%
Supplies & Materials	3,101	230,950	1.34%	17,609	158,430	11.11%
Other-Special Projects	3,072	22,788	13.48%	3,473	7,686	45.19%
Capital Expenditures	0	83,000	0.00%	0	28,631	0.00%
Transfer to HMPG Grant	0	0	0.00%	0	53,742	0.00%
<b>Total Street &amp; Alley Exp</b>	<b>38,729</b>	<b>605,073</b>	<b>6.40%</b>	<b>38,440</b>	<b>537,443</b>	<b>7.15%</b>
<b>SOLID WASTE</b>						
Personnel	16,308	214,730	7.59%	15,794	213,219	7.41%
Services	29	563,300	0.01%	71	532,886	0.01%
Supplies & Materials	2,023	48,100	4.21%	2,724	56,006	4.86%
Other-Special Projects	2,463	38,054	6.47%	1,765	28,190	6.26%
Capital Expenditures	0	50,000	0.00%	0	71,480	0.00%
<b>Total Solid Waste Exp</b>	<b>20,823</b>	<b>914,184</b>	<b>2.28%</b>	<b>20,354</b>	<b>901,781</b>	<b>2.26%</b>
<b>ENFORCEMENT &amp; INSPEC</b>						
Personnel	6,569	76,112	8.63%	5,234	82,425	6.35%
Services	100	38,045	0.26%	14,381	31,048	46.32%
Supplies & Materials	359	6,175	5.82%	427	8,134	5.25%
Other	517	562	92.07%	517	562	92.07%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Enforcement/Insp Exp</b>	<b>7,546</b>	<b>120,894</b>	<b>6.24%</b>	<b>20,560</b>	<b>122,169</b>	<b>16.83%</b>
<b>CEMETERY</b>						
Personnel	0	0	0.00%	1,189	3,324	35.78%
Services	6,519	80,730	8.08%	676	49,611	1.36%
Supplies & Materials	140	5,000	2.81%	230	7,496	3.07%
Other	111	111	100.25%	345	345	99.99%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Cemetery Expense</b>	<b>6,771</b>	<b>85,841</b>	<b>7.89%</b>	<b>2,440</b>	<b>60,776</b>	<b>4.02%</b>
<b>AIRPORT</b>						
Services	2,901	35,360	8.20%	2,658	34,165	7.78%
Supplies & Materials	70	3,700	1.89%	73	9,368	0.78%
Other	2,312	8,312	27.82%	2,598	10,076	25.79%
Capital Expenditures	0	0	0.00%	0	478,825	0.00%
<b>Total Airport Expense</b>	<b>5,283</b>	<b>47,372</b>	<b>11.15%</b>	<b>5,330</b>	<b>532,434</b>	<b>1.00%</b>
<b>GRANTS &amp; ECONOMIC DEVELOPMENT</b>						
Personnel	3,192	41,796	7.64%	3,118	41,888	7.44%
Services	495	9,740	5.08%	1,982	5,837	33.96%
Supplies & Materials	0	0	0.00%	0	700	0.00%
Other	8,750	25,000	35.00%	3,750	24,882	15.07%
Capital Expenditures	0	0	0.00%	0	0	0.00%
<b>Total Grant &amp; Eco Development Exp</b>	<b>12,437</b>	<b>76,536</b>	<b>16.25%</b>	<b>8,850</b>	<b>73,307</b>	<b>12.07%</b>
<b>TOTAL EXPENSES</b>	<b>372,199</b>	<b>5,008,912</b>	<b>7.43%</b>	<b>394,877</b>	<b>5,265,699</b>	<b>7.50%</b>
<b>TOTAL REVENUES</b>	<b>285,144</b>	<b>5,008,912</b>	<b>5.69%</b>	<b>326,994</b>	<b>5,401,917</b>	<b>6.05%</b>
<i>Revenues Over/Under Expenses</i>	<b>(87,055)</b>	<b>0</b>		<b>(67,883)</b>	<b>136,218</b>	

**CITY OF SMITHVILLE  
GENERAL FUND EXPENSE RECAP  
2020-21  
FOR MONTH OF: October**

	2020/2021	2020/2021	2020/2021		AMENDED	2019/2020
	Y-T-D	BUDGET	% OF BUDGET	2019/2020	2019/2020	% OF BUDGET
			USED/COLLECTED	@ 10/31	BUDGET	USED/COLLECTED
<b>Maintenance Fund</b>						
Revenues	5,962	102,212	5.83%	5,136	100,369	5.12%
Personnel Expense	5,144	67,508	7.62%	2,706	66,515	4.07%
Services Expense	220	4,355	5.06%	321	4,505	7.12%
Supplies Expense	1,723	30,055	5.73%	2,285	29,055	7.86%
Other Expense	294	294	100.00%	296	294	100.67%
Capital Expense	0	0	0.00%	0	0	0.00%
<b>Total Maint Fund Exp</b>	<b>7,381</b>	<b>102,212</b>	<b>7.22%</b>	<b>5,608</b>	<b>100,369</b>	<b>5.59%</b>
<i>Revenues Over/Under Expenses</i>	<i>(1,418)</i>	<i>0</i>		<i>(472)</i>	<i>0</i>	

**CITY OF SMITHVILLE  
UTILITY FUND RECAP**

**2020-2021**

**FOR MONTH OF: October**

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @ 10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
Electric	324,391	4,877,710	6.65%	421,812	4,849,952	8.70%
Water	74,728	861,200	8.68%	77,754	849,477	9.15%
Wastewater	61,122	697,500	8.76%	60,493	657,978	9.19%
Miscellaneous	57,615	546,562	10.54%	46,600	535,486	8.70%
<b>TOTAL REVENUES</b>	<b>517,857</b>	<b>6,982,972</b>	<b>7.42%</b>	<b>606,659</b>	<b>6,892,892</b>	<b>8.80%</b>
<b>EXPENSES:</b>						
Administration	108,217	1,496,344	7.23%	109,460	1,454,989	7.52%
Electric	239,185	3,094,384	7.73%	200,804	2,894,802	6.94%
Recycle	3,583	56,566	6.33%	3,672	75,131	4.89%
Water	39,986	352,720	11.34%	38,790	540,495	7.18%
Wastewater	347,988	858,959	40.51%	54,883	687,996	7.98%
Transfers	93,667	1,124,000	8.33%	93,667	1,124,000	8.33%
<b>TOTAL EXPENSES</b>	<b>832,625</b>	<b>6,982,972</b>	<b>11.92%</b>	<b>501,276</b>	<b>6,777,412</b>	<b>7.40%</b>
<b>Revenues Over/(Under)</b>				<b>105,383</b>	<b>115,480</b>	
<b>Expenses:</b>	<b>(314,767)</b>	<b>(0)</b>				

**CITY OF SMITHVILLE**  
**UTILITY FUND REVENUE RECAP**  
**2020-2021**  
**FOR MONTH OF: October**

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>REVENUES:</b>						
<b>ELECTRIC</b>						
Residential Electric	174,726	2,860,000	6.11%	246,655	2,883,534	8.55%
Small Genl Electric	28,445	425,000	6.69%	38,579	410,525	9.40%
Large Genl Electric	105,401	1,400,000	7.53%	123,509	1,360,158	9.08%
Public Lighting	1,161	13,800	8.41%	896	13,451	6.66%
Interdepartmental	8,845	146,510	6.04%	10,745	139,841	7.68%
Electric Opt Out Fees	210	2,400	8.75%	220	2,630	8.37%
Charge for Svcs - Electric	5,603	30,000	18.68%	1,208	39,813	3.03%
<b>Total Electric Revs</b>	<b>324,391</b>	<b>4,877,710</b>	<b>6.65%</b>	<b>421,812</b>	<b>4,849,952</b>	<b>8.70%</b>
<b>WATER</b>						
Metered Sales	70,703	820,000	8.62%	71,404	803,039	8.89%
Unmetered Sales	25	1,200	2.08%	350	1,938	18.06%
Water Taps	4,000	40,000	10.00%	6,000	44,500	13.48%
<b>Total Water Revs</b>	<b>74,728</b>	<b>861,200</b>	<b>8.68%</b>	<b>77,754</b>	<b>849,477</b>	<b>9.15%</b>
<b>WASTEWATER</b>						
Flat Rate Charge	56,122	660,000	8.50%	55,493	625,478	8.87%
Sewer Taps	5,000	37,500	13.33%	5,000	32,500	15.38%
<b>Total WasteW Revs</b>	<b>61,122</b>	<b>697,500</b>	<b>8.76%</b>	<b>60,493</b>	<b>657,978</b>	<b>9.19%</b>
<b>MISC. SALES &amp; REVS</b>						
Utility Service Transfer Fee	100	1,400	7.14%	225	1,025	21.96%
Rents	0	22,220	0.00%	0	20,722	0.00%
Grants	0	0	0.00%	0	0	0.00%
W/WW Imp Fee - '19 CO's	12,248	147,500	8.30%	12,322	146,688	8.40%
Drainage/System Imp Fees	11,716	139,000	8.43%	11,592	139,946	8.28%
Utility Penalties	27,247	125,000	21.80%	15,349	116,834	13.14%
Interest Income	1,370	13,000	10.54%	3,998	17,898	22.34%
Credit Card Usage Fee	1,728	18,000	9.60%	1,636	12,464	13.13%
Misc Income/Ins Recovery	179	11,600	1.54%	1,343	11,804	11.38%
QECB Treasury Subsidy	0	60,842	0.00%	0	65,848	0.00%
Sale of Fixed Assets	0	3,000	0.00%	0	1	0.00%
Sale of Recyclables	3,028	5,000	60.55%	135	2,256	6.00%
<b>Total Misc. Revs</b>	<b>57,615</b>	<b>546,562</b>	<b>10.54%</b>	<b>46,600</b>	<b>535,486</b>	<b>8.70%</b>
<b>TOTAL REVENUES</b>	<b>517,857</b>	<b>6,982,972</b>	<b>7.42%</b>	<b>606,659</b>	<b>6,892,892</b>	<b>8.80%</b>

**CITY OF SMITHVILLE  
UTILITY FUND EXPENSE RECAP  
2020-2021**

**FOR MONTH OF: October**

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @10/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
<b>REVENUES</b>	<b>517,857</b>	<b>6,982,972</b>	<b>7.42%</b>	<b>606,659</b>	<b>6,892,892</b>	<b>8.80%</b>
<b>EXPENSES</b>						
<b>ADMINISTRATION</b>						
Personnel	47,353	611,958	7.74%	46,487	602,817	7.71%
Services	35,706	194,515	18.36%	33,301	205,039	16.24%
Supplies & Matls	667	13,625	4.90%	1,196	15,467	7.73%
Other	24,491	676,246	3.62%	28,476	631,666	4.51%
Capital	0	0	0.00%	0	0	0.00%
Transfer to USDA SH95	0	0	0.00%	0	0	0.00%
Transfer to I & S	7,250	87,000	8.33%	7,250	87,000	8.33%
Transfer to General	86,417	1,037,000	8.33%	86,417	1,037,000	8.33%
<b>Total Admin Exp</b>	<b>201,883</b>	<b>2,620,344</b>	<b>7.70%</b>	<b>203,127</b>	<b>2,578,989</b>	<b>7.88%</b>
<b>ELECTRIC</b>						
Personnel	20,726	274,624	7.55%	17,064	252,452	6.76%
Services	13	72,481	0.02%	342	102,719	0.33%
Supplies & Matls	213,532	2,714,000	7.87%	142,015	2,400,775	5.92%
Other	4,913	33,279	14.76%	41,383	138,856	29.80%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Electric Exp</b>	<b>239,185</b>	<b>3,094,384</b>	<b>7.73%</b>	<b>200,804</b>	<b>2,894,802</b>	<b>6.94%</b>
<b>RECYCLE</b>						
Personnel	3,029	39,962	7.58%	2,974	39,488	7.53%
Services	85	2,405	3.52%	103	9,076	1.13%
Supplies & Matls	170	5,900	2.88%	230	18,203	1.27%
Other	300	8,299	3.61%	365	8,364	4.36%
Capital	0	0	0.00%	0	0	0.00%
<b>Total Recycle Exp</b>	<b>3,583</b>	<b>56,566</b>	<b>6.33%</b>	<b>3,672</b>	<b>75,131</b>	<b>4.89%</b>
<b>WATER</b>						
Personnel	9,572	130,215	7.35%	10,227	130,000	7.87%
Services	4,651	71,615	6.49%	4,195	50,943	8.24%
Supplies & Matls	2,422	78,850	3.07%	2,864	108,120	2.65%
Other	23,341	72,040	32.40%	21,504	251,432	8.55%
Capital	0	0	0.00%	0	0	0.00%
Transfer to CDBG	0	0	0.00%	0	0	0.00%
<b>Total Water Exp</b>	<b>39,986</b>	<b>352,720</b>	<b>11.34%</b>	<b>38,790</b>	<b>540,495</b>	<b>7.18%</b>
<b>WASTEWATER</b>						
Personnel	11,253	145,061	7.76%	10,834	142,356	7.61%
Services	14,853	188,970	7.86%	11,445	194,103	5.90%
Supplies & Matls	5,119	101,000	5.07%	11,397	144,728	7.87%
Other	316,764	423,928	74.72%	21,208	206,810	10.25%
Capital	0	0	0.00%	0	0	0.00%
<b>Total WWater Exp</b>	<b>347,988</b>	<b>858,959</b>	<b>40.51%</b>	<b>54,883</b>	<b>687,996</b>	<b>7.98%</b>
<b>TOTAL EXPENSES</b>	<b>832,625</b>	<b>6,982,972</b>	<b>11.92%</b>	<b>501,276</b>	<b>6,777,412</b>	<b>7.40%</b>
<b>REVENUES OVER/(UNDER) EXPENSES:</b>	<b>(314,767)</b>	<b>(0)</b>		<b>105,383</b>	<b>115,480</b>	

CITY OF SMITHVILLE

Utility Department

Report For The Month Of:	Oct 2020
	<hr/>
Number Of Electric Customers:	2260
	<hr/>
Number Of New Customers:	47
	<hr/>
Number Of Customers Leaving The City:	42
	<hr/>
Number Of Customers Penalized:	439
	<hr/>
Number of Customers "Cut-Off" For Non-Payment:	0 (Covid-19)
	<hr/>

**CITY OF SMITHVILLE  
DEBT SERVICE RECAP  
FOR MONTH OF: October, 2020**

	2020/2021		2020/2021		2020/2021	2019/2020		AMENDED	2019/2020
	Y-T-D	BUDGET	% OF BUDGET	USED/COLLECTED		Y-T-D	BUDGET	% OF BUDGET	USED/COLLECTED
<b>REVENUES:</b>									
Property Taxes *	20,109	321,555	6.25%			26,696	338,938	7.88%	
Drainage/System Imp Utility Fees	7,250	87,000	8.33%			7,250	87,000	8.33%	
Interest	32	0	0.00%			635	3,476	18.26%	
<b>Total Revenues</b>	<b>27,391</b>	<b>408,555</b>	<b>6.70%</b>			<b>34,581</b>	<b>429,414</b>	<b>8.05%</b>	
<b>EXPENSES:</b>									
Bond P&I Pymts '05 C of O's (refin '01)	0	214,095	0.00%			0	212,090	0.00%	
Bond P&I Pymts '18 C of O's (refin '09)	0	166,785	0.00%			0	175,275	0.00%	
Bond P&I Pymts '19 C of O's	0	27,675	0.00%			0	23,050	0.00%	
<b>Total Expenses</b>	<b>0</b>	<b>408,555</b>	<b>0.00%</b>			<b>0</b>	<b>410,415</b>	<b>0.00%</b>	
<b>NET OF REVENUES OVER (UNDER) EXPENSES</b>	<b>27,391</b>	<b>0</b>				<b>34,581</b>	<b>18,999</b>		

\* 2019-20 values include \$15,804 excess collections from FY 2018

\* 2020-21 values include \$17,516 excess collections from FY 2019