

March 31, 2021

Dear Client:

Please find attached an engagement letter for Singleton, Clark & Company to perform your organization's annual financial audit again for Fiscal Year 2021. As you review your engagement letter this year, you will find that the proposed fee for Fiscal Year 2021 has increased at an amount in excess of a customary cost of living percentage increase, and I wanted to let you know the reasons why.

The partners of Singleton, Clark & Company recently conducted a study of our fees on a client-by-client basis across all of our school district, city, and county audit niches. This review also included an analysis of how our firm's fees compare to other quality governmental auditing firms of our size. As a result of this analysis, we determined for many of our clients we needed to increase our audit fee in order to make our fees more comparable to the prevailing market rates of other audit firms, or to achieve equality with what we are currently charging other clients of the same size in the same niche.

Deciding on this action was not easy, but we believe it is necessary in order to maintain the high level of service and quality that Singleton, Clark & Company has provided to our clients over the years as a once smaller firm.

I understand both you and your governing body have the responsibility of ensuring your organization is receiving appropriate value for billed professional services, and I hope you will feel the services Singleton, Clark & Company provides are worth our new proposed billing. We have always valued your business, and hope we can continue to serve as the independent auditors of your organization for this year and the years to come.

Sincerely,

Preston K. Singleton, CPA
Preston K. Singleton, CPA

Singleton, Clark & Company, PC



March 31, 2021

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

We are pleased to confirm our understanding of the services we are to provide the City of Smithville, Texas for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the businesstype activities (if any), each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Smithville. Texas as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Smithville, Texas's basic financial statements, Such information. although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Smithville, Texas's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing body of the City of Smithville, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

#### **Audit Procedures—Compliance**

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

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

#### **Other Services**

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

#### **Management Responsibilities**

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

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

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

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

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

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

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

#### Engagement Administration, Fees, and Other

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

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

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

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

We expect to begin our audit during the summer or fall months of 2021 from our office and with a preliminary interim fieldwork visit to your office, conduct final fieldwork onsite with you in the winter, and to issue our reports no later than 180 days after your fiscal year end. Robert Gattilia is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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

Financial Statement Audit \$20,000
Single Audit – Basic Procedures 2,500
Single Audit – Per Major Program 4,000
Total \$26,500

However, given the nature of an audit and the possibility that unexpected circumstances or conditions may be encountered, such as deficient accounting records or indications of fraud or irregularities, professional standards do not allow us to guarantee minimum audit fees. The above fee is also based on anticipated cooperation from your personnel. If we determine that significant additional time will be necessary to complete the audit, we will discuss it with you in advance and arrive at a new fee amount before we incur the additional time and costs.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our standard progress billing method is as follows: 30% of fee after completion of audit planning and interim fieldwork, additional 50% of fee after completion of final fieldwork, and final 20% of fee after issuance of our audit report. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us through the most recent audit phase completed and any additional time incurred on a phase in progress.

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

Sincerely, Singleton, Clark & Company, PC Singleton, Clark & Company, PC	
RESPONSE: This letter correctly sets forth the understanding of the City of Smithville, Te	xas.
Management signature:	
Title:	
Date:	

#### **₩** BUMGARDNER MORRISON

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## Empowering Peace of Mind

#### Report on the Firm's System of Quality Control

To the Partners of Singleton, Clark & Company, PC and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, PC (the firm) in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

#### Firm's Responsibility

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

#### Peer Reviewer's Responsibility

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

#### Required Selections and Considerations

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

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

Bumgardner, Morrison & Company, LLP Certified Public Accountants

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American Institute of Certified Public Accountants Texas Society of Certified Public Accountants AICPA Private Companies Practice Section AICPA Employee Benefit Plan Audit Quality Center AICPA Government Audit Quality Center 1501 E Mockingbird Lane, Suite 300 PO Box 3750

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Fax: 361.578.0880 Website: BMCcpa.com To the Partners of Singleton, Clark & Company, PC and the Peer Review Committee of the Texas Society of Certified Public Accountants Page 2 of 2

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, PC in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Singleton, Clark & Company, PC has received a peer review rating of pass.

Bumgardner, Morrison & Company, LLP

BUMGARDNER, MORRISON & COMPANY, LLP May 7, 2020

#### AGREEMENT FOR PHI CARES MEMBERSHIPS FOR CITY RESIDENTS

This Agreement for PHI Cares Memberships for City Residents (this "Agreement") is made effective the 1st day of May, 2021 (the "Effective Date") between the City of Smithville, a municipal corporation incorporated under the laws of the State of Texas ("CITY") and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company ("PHI"). CITY and PHI may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

#### Recitals

WHEREAS, CITY is comprised of approximately 1,694 physical address set forth in Attachment "A": Customer List Residential March 2021 which comprises the households in the incorporated land area making up the City of Smithville, in the State of Texas, with approximately 3,850 residents living in these households (each a "Resident" and collectively, the "Residents");

WHEREAS, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the "PHI Cares Program") in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

WHEREAS, CITY desires to enter into this Agreement with PHI whereby the Residents within CITY will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

### Article I. Scope of Agreement and Term

- 1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by CITY for the benefit of the incorporated CITY Residents and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Residents when requiring emergency air medical transportation on a PHI aircraft. For the avoidance of doubt this Agreement only applies to the Residents of the incorporated addresses comprising Smithville and does not apply to any individuals residing in unincorporated areas in and around the CITY.
- 1.2 <u>Term.</u> The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **April 30, 2022** (the "Term"), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement.

#### Article II. PHI Memberships

Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, CITY is purchasing PHI Cares memberships for the households and the Residents residing in these households of CITY (individually, a "Member" and collectively, the "Members") for a total annual amount equal to \$13,552.00 (the "Annual Fee"). The Annual Fee is based on an expectation of 1,694 households at a rate of \$8.00 per household, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.

- 2.2 <u>Compliance</u>. CITY and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.
- 2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in CITY. Any calls for air medical transports in CITY shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.
- 2.4 <u>Terms and Conditions</u>. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:
  - (a) Location. Transport must be for a CITY Resident requiring PHI to provide air medical transport from a pickup location within the City of Smithville, Texas or the County of Bastrop, Texas (the "CITY Service Area").
  - (b) Membership ID #. PHI will provide the CITY with a supply of 2,000 membership cards which the CITY will distribute and make available to the Residents of Smithville, Texas. This card will contain the Membership ID # for the City of Smithville and the contract Validity Date range.
  - (c) Notifying PHI. It is the responsibility of any transported city Resident to contact PHI and notify it that they or a qualified household member has been transported by PHI and to provide PHI with the name of such qualified household member. In addition, in order to avoid receiving a bill for their medical transport, the member should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of the Residents' PHI Cares membership.
  - (d) Not Insurance Product. MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
  - (e) Coverage. Each membership covers the entire household (i.e., each individual member of the household that is an incorporated Resident of CITY) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.
- 2.5 Full National Household Membership Upgrade Option. Any individual who resides within the boundaries of CITY may elect to upgrade his or her membership to a full national household membership (covering the entire household, as defined below), which shall include coverage outside the CITY Service Area, for an additional \$45.00 per year; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of PHI Cares service areas, please see the PHI Cares website: <a href="www.phicares.com">www.phicares.com</a>, or contact the membership office for a copy. To obtain this upgrade, City of Smithville, Texas Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Resident requesting this option.
- 2.6 <u>Household</u>. For purposes of this Agreement and PHI Cares membership, a household is considered to include all immediate family members and up to 3 non-family members who reside in the same household.
- 2.7 <u>Refunds</u>. No refunds will be extended to CITY (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 <u>Conflicts.</u> Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

#### Article III. Termination

- 3.1 <u>Termination</u>. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund CITY the prorated amount of the Annual Fee for the remainder of the Term. In the event that CITY terminates this Agreement for convenience pursuant to this Section 3.1, CITY shall not be entitled to a refund of any portion of the Annual Fee.
- 3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

#### 3.3 <u>Termination for Default.</u>

- (A) CITY may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from CITY.
- (B) PHI may terminate this Agreement for default if CITY breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.
- (C) Remedies. In the event of a default by PHI and CITY's termination pursuant to Section 3.3(A) above, CITY's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by CITY and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

## Article IV. Indemnification and Limitation of Liability

4.1 <u>Indemnification</u>. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ("INDEMNITOR") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, (COLLECTIVELY, "CLAIMS") TO THE EXTENT BUT ONLY TO THE EXTENT RESULTING OR ARISING FROM THE INDEMNITOR'S BREACH OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION OR

WILLFUL MISCONDUCT OF THE INDEMNITOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

- 4.2 <u>Limitation of Liability</u>. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to CITY or any Member for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.
- 4.3 <u>Survival</u>. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

#### Article V. Miscellaneous

- 5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment. No rights, duties, or obligations under this Agreement may be assigned nor may any interest or options contained herein be made available or otherwise assigned to any third party without the prior written consent of both of the Parties, which may be withheld in either Party's absolute and sole discretion. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.
- 5.2 <u>Applicable Law; Attorney's Fees.</u> This Agreement is governed by and will be construed in accordance with the laws of the **State of Texas**, without giving regard to its conflicts of law rules or provisions. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the other Party.
- 5.3 <u>Notice</u>. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

#### If to CITY:

City of Smithville
Robert Tamble
City Manager
317 Main Street
Smithville, Texas 78957
CityManager@ci.smithville.tx.us
(512) 237-3282

If to PHI:

PHI Health, LLC 2800 N. 44<sup>th</sup> Street, Suite 800 Phoenix, Arizona 85008 Attn: David Motzkin, President Email: dmotzkin@phiairmedical.com

With a copy to:

With a copy to:
PHI Health, LLC
2800 N. 44<sup>th</sup> Street, Suite 800
Phoenix, Arizona 85008
Attn: Jeff Stanek, Vice President, Finance
Email: jstanek@phiairmedical.com

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

- 5.4 <u>Independent Contractor Status</u>. PHI is an independent contractor, and is not the CITY's employee. PHI's employees or subcontractors are not the CITY's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No Party has authority to enter into contracts as agent for the other Party. PHI and the CITY agree to the following rights consistent with an independent contractor relationship:
  - (1) PHI has the right to perform services for others during the term hereof.
  - (2) PHI has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
  - (3) PHI has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
  - (4) PHI or its employees or subcontractors shall perform services required hereunder, and the CITY shall not hire, supervise, or pay assistants to help PHI.
  - (5) Neither PHI nor its employees or subcontractors shall receive training from the CITY in skills necessary to perform services required by this Agreement.
  - (6) CITY shall not require PHI or its employees or subcontractors to devote full time to performing the services required by this Agreement.
  - (7) Neither PHI nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the CITY.
- 5.5 <u>Counterparts; Authority.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

#### 

#### ATTACHMENT A:

#### **CUSTOMER LIST RESIDENTIAL MARCH 2021**

Please see the attached Excel Spreadsheet entitled "Customer List Residential March 2021 a copy of which is attached to this Agreement and incorporated by this reference. The attached Customer List Residential March 2021 may be updated from time to time by mutual agreement of the parties.

#### EXHIBIT 1

#### PHI Cares

#### **Membership Terms and Conditions**

#### Membership

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date.

As used herein, the terms "you," "your," and "Member" shall mean any members enrolled in the PHI Cares Program; the terms "our," "we," "us," and "PHI" shall mean PHI Health, LLC; the term "PHI Cares Program" shall mean the PHI Cares membership program operated by PHI; and the term "Terms and Conditions" shall mean the PHI Cares Program Terms and Conditions.

#### Billing

Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors, including whether or not you have healthcare insurance coverage.

A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third party payor, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as "payment-in-full," relieving you of any other charges for the air medical transport.

PHI will bill your healthcare insurer or other third-party payor (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else's fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payor, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment.

Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payor to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft.

PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

#### Eligibility & Availability

Medicaid participants are not eligible for membership in the PHI Cares Program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport.

Passenger weights and other operating restrictions may limit our ability to transport a Member. PHI, in consultation with

other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances.

Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider. Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas. Please visit our website at <a href="https://www.PHICares.com">www.PHICares.com</a> or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

#### Service Area

Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website: <a href="www.phicares.com/coverage.shtml">www.phicares.com/coverage.shtml</a> or contact the membership office directly.

#### Notifying PHI Cares Membership Department of Transport

You should inform the healthcare provider, dispatcher, or emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: 1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.

#### **Termination and Renewal of Coverage**

PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change. It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

#### Acknowledgment

You acknowledge that all information included in the completed application is correct to the best of your knowledge, including all health insurance information. If your healthcare insurance is no longer in effect at the time air medical services are rendered, your PHI Cares membership will not cover your air medical transport charges, unless you have notified PHI Cares of such cancellation and have paid the supplemental membership fee charged to PHI Cares members who do not have healthcare insurance. Any changes in your healthcare insurance information, including the cancellation of healthcare insurance coverage, must be reported to the PHI Cares membership office within five (5) business days of such change or cancellation.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.

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#### **RESOLUTION # 2021-04-465**

## A RESOLUTION AMENDING CHAPTER 6 HEALTH AND SANITATION ARTICLE 6.300 COMPREHENSIVE GARBAGE REGULATIONS, SECTION 6.302 RATES AND CHANGES TO SET NEW RATES FOR COMMERCIAL GARBAGE SERVICES

**Whereas,** the City approved entering into a contract with Waste Management at the February 8, 2021 Council meeting; and

Whereas, the Contract with Waste Management increased the Commercial Garbage fees and the increase will be passed on to the customers that have commercial garbage.

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

**SECTION I.** The City Council of the City of Smithville, Texas finds it necessary to increase the rates for commercial garbage service as follows:

#### Bin pickup-Monthly Charges:

#### **Current Rates:**

Bin Size	1x/Week	2x Week	3x/Week	4x/Week
2 cu.Yard	\$96.25	\$152.74	\$203.38	\$255.26
3 cu. Yard	\$111.41	\$195.24	\$231.95	\$271.44
4 cu. Yard	\$122.35	\$221.24	\$267.64	\$321.82
6 cu. Yard	\$143.58	\$246.76	\$322.49	\$396.13
8 cu. Yard	219.81			

#### Bin pickup-Monthly Charges:

#### **New Rates**

Bin Size	1x/Week	2x Week	3x/Week	4x/Week
2 cu.Yard	\$110.42	\$220.83	\$331.25	\$441.66

Bin Size	1x/Week	2x Week	3x/Week	4x/Week
3 cu. Yard	\$129.90	\$259.80	\$389.70	\$591.60
4 cu. Yard	\$140.64	\$281.28	\$421.92	\$562.55
6 cu. Yard	\$189.91	\$379.83	\$569.74	\$759.66
8 cu. Yard	235.55			

Lock bar service/per month: \$5.00

Commercial Container Delivery Fee: \$90.00 per Cart or Dumpster

Commercial Container Exchange Fee: \$ 45.00 per Cart or Dumpster

Commercial Container Extra Pickup Fee: \$128.00 per Dumpster

Commercial Container Unusual Accumulation/Overage Fee: \$135.00 per occurrence

**SECTION II.** This Resolution shall become effective immediately upon its passage. **PASSED AND APPROVED THIS 12<sup>TH</sup> DAY OF APRIL 2021.** 

	APPROVED:
	Joanna Morgan, Mayor
ATTEST:	
Jennifer Lynch, City Secretary	

City of Smithville Robert Tamble City Manager PO Box 449 Smithville, Texas 78957

Dear Robert,

This letter will serve as a pre-qualification letter that First National Bank will make a commercial loan to the City of Smithville ("Borrower"). Our agreement to make the loan is subject to Borrower's compliance with each of the terms and conditions set forth in this letter which are conditions to closing or which are agreements that remain in effect during the term of the loan or any renewals or extensions thereof and final analysis of the documents you have submitted to the bank.

#### 1. Terms of the Loan

A. Borrower:

City of Smithville

B. Amount:

\$200,000

C. Term:

Six (6) month draw period with interest due monthly

followed by Five (5) annual principal payments of \$40,000 + interest.

D. Interest Rate:

3.25% fixed

E. Prepayment:

There is no prepayment penalty

F. Commitment:

This rate is valid for 60 days from today

G. Disbursement:

To be deposited as requested into the City of Smithville General

**Operating Account** 

2. Security for Loan

This loan will have no collateral.

3. Loan Documents:

This commitment is subject to receipt of the following terms:

- A. Loan documents signed by an authorized representative of borrower.
- B. Copies of the minutes whereby the City Council authorizes a representative to sign the documents.

THIS WRITTEN LOAN AGRREMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Sincerely,

Jose Gonzales Vice President, Lending First National Bank



# 2021 Engineering Services Request for Qualifications (RFQ) Tabulation for TDA-CDBG PROJECT

Engineering Firm	Address	Phone	Work	Work	Capacity to	Total Score
Engineering Hirm	Address	Filone	Experience Max Points = 60	Experience Performance Perform Score  Max Points = 60 Max Points = 25 Max Points = 15 100 Points	Perform  Max Points = 15	100 Points
BEFCO Engineering, Inc.	485 N Jefferson / La Grange, TX / 78945	979-968-6474	59	25	15	99
KSA Engineering	4833 Spicewood Springs Rd. Suite 204 / Austin, TX / 78759	903-236-7700	56	25	15	96
Strand Associates, Inc.	1906 Niebuhr St. / Brenham, TX / 77833	979-836-7937	56	25	15	96
John D. Mercer & Associates (JDM&A)	118 Main Street / Edna, TX / 77957	979-245-8900	47	24	15	86

to the City Council on Monday, April 12, 2021 for consideration / selection as the Engineering services firm to design and manage the TDA-CDBG water / wastewater BEFCO Engineering, Inc. received the highest score with a total of 99 points. As such, it is the decision of the evaluation team to recommend BEFCO Engineering, Inc. used by the City staff to evaluate / differentiate each engineering consultant's qualifications. Four (4) Engineering services consultants submitted their qualifications Proposals for engineering services (i.e., Request for Qualifications) for the 2021/2022 Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) program were received on 4/5/21 and reviewed by the City of Smithville on 4/7/21. Experience, work performance, and capacity to perform were criteria

**Form A508** 

#### Texas Community Development Block Grant Phase Two Solicitation for Administrative/Planning Services Evaluation of Proposals

Applicant Community:							
<b>Evaluation Team:</b>		ne of F		tor			Title
(at least three persons required,		nna Mo	rgan				Mayor
including one local official)		c Page					Public Works / Utilities Director
		nifer Ly					City Secretary
	Rob	ert Tan	ıble				City Manager
Program: (list ONLY one	202	1-2022	2 Com	mun	ity I	Deve	lopment Fund
program per form, create a							
separate A508 for each additional							
program)							
Description of Anticipated Project:	City	-wide w	ater ar	ıd wa	stew	ater i	mprovements.
Date Solicitation Sent:	Wed	lnesday	, Marcl	n 10,	2021		
Responses received:	Nar	ne of I	irm				Date Response Received
_	Lan	gford C	ommui	nity			Friday, March 12, 2021 @ 10:54 am
	Mar	ageme	nt Serv	ices			
Evaluation of Proposals: (revise/add/delete services in this section as appropriate)	Ent	Point Evalu	s awar iation	ded, such	or as H	Iighl	proposal: (criteria listed on A506) y Advantageous (H), Advantageous N), or Unacceptable (U).
Name of Firm						1	Notes
Name of Time	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other	Other	Tioles
Langford Community	40	30	20	10			LCMS was the only grant
Management Services						7	administration firm to submit an RFP
Firm Recommended:	Lan	gford C	ommu	nity N	Mana	geme	ent Services
Firm Selected:	Langford Community Management Services  Langford Community Management Services						
							ommended by Evaluators, provide explanation
Conflict of Interest Evaluated by:			ıflict ex ı disqu		d	X	No conflict exists
Date Awarded by Governing Body:		11111	. albqu		<u>.</u>		- CAMBEO
Signature of Lead Evaluator:	12	dest	Tam	ble			

#### **RESOLUTION NO. 2021-04-466**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SMITHVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE. OFFICE OF RURAL AFFAIRS FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR AND/OR THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of the City of Smithville desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of the City of Smithville to apply for funding under the Texas Community Development Block Grant Program;

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

- 1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
- 2. That the City's application be placed in competition for funding under the Community Development Fund.
- 3. That the application be for \$350,000.00 of grant funds to carry out infrastructure improvements.
- 4. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:
  - The Mayor, Mayor Pro-Tem and/or City Manager shall serve as the City's Chief Executive Officer and Authorized Representative to execute this application and any subsequent contractual documents;
  - The Mayor, Mayor Pro-Tem, and City Manager are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
  - If this application is funded, the Mayor, Mayor Pro-Tem, City Manager, City Secretary, Finance Director and City Council Member(s) are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
- 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Passed and approved this 12th day of April, 2021.	
	Approved:
	Joanna Morgan, Mayor
Attest:	
Jennifer Lynch, City Secretary	

6. That it further be stated that the City of Smithville is committing \$52,500.00 from its Utility Fund as a cash contribution toward the activities of this infrastructure improvements project.

#### **ORDINANCE NO. 2021-604**

AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING THE GENERAL PROVISIONS ORDINANCE, CHAPTER 1, CITY OF SMITHVILLE CODE OF ORDINANCES, ADDING SECTION 1.2000 CITY SEAL REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Smithville, Texas, and the City Council of the City of Smithville, Texas, want to update the City seal and add the Olive and Oak branch to the design along with the star of five points and provide a picture;

WHEREAS, the design will be a circle and have the words "City of Smithville" and "Smithville Texas". It will have the Olive branch in the middle to the right of the star and the Oak branch to the left of the star.

**WHEREAS**, the City Council desires to utilize the design of the below seal as the official City seal and shall be impressed on all official papers;

## 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 by reference as findings of fact as if expressly set forth herein.
- **2. Enactment.** Sections 1.2000 Seal of the City of Smithville Ordinance, Chapter 1, Code of Ordinances the City of Smithville, Texas is amended by adding verbatim the following new articles:
  - **Section I.** The seal of the City of Smithville shall be as follows:



**Section II.** The Use of Seal. The City Secretary or designee, acting as the custodian of the official seal of the City, is authorized to use the City seal on any ordinance, resolution, honoraria, certificate, notarial jurat or acknowledgment, or other instruments necessary to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes. The City seal shall only be used for the official business of the City of Smithville.

**Section III.** Amendment of City Seal. The City seal may be altered according to a resolution of the City Council.

**Section VI.** Custodian of City Seal and Other Council-Adopted Seals. The City Secretary shall be the official custodian of the City seal, and any other City seals adopted by City Council.

- 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 12th DAY OF APRIL, 2021.

		Joanna Morgan, Mayor
ATTEST:		

APPROVED:

Jennifer Lynch, City Secretary

#### **ORDINANCE NO. 2021-605**

AN ORDINANCE OF THE CITY OF SMITHVILLE, TEXAS AMENDING THE MUNICIPAL COURT ORDINANCE, CHAPTER 7, CITY OF SMITHVILLE CODE OF ORDINANCES, SECTION 7.105 PROCEDURE (b) SEAL BY ADDING AN OLIVE BRANCH, OAK BRANCH AND A STAR TO THE DESIGN OF THE SEAL AND ADDING THE PICTURE OF THE MUNICIPAL COURT SEAL REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Smithville, Texas, and the City Council of the City of Smithville, Texas, wanted to update the Municipal Court seal and add the Olive and Oak branch to the design along with the star of five points and provide a picture;

WHEREAS, the design will be a circle and have the words "Municipal Court Of/In" and "Smithville Texas". It will have the Olive branch in the middle to the right of the star and the Oak branch to the left.

**WHEREAS**, the City Council desires to utilize the design of the below seal as the official Municipal Court seal and shall be impressed on all official papers;

### 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 by reference as findings of fact as if expressly set forth herein.
- **Enactment.** Sections 7.105 Procedure (b) Seal of the Municipal Court Ordinance, Chapter 7, Code of Ordinances the City of Smithville, Texas is amended by adding verbatim the following articles:
  - **Section I.** The seal of the Smithville Municipal Court shall be as follows:



Section II. Amendment of Smithville Municipal Court Seal. The Municipal Court seal may be altered according to a resolution of the City Council.

- Repealer. All ordinances, resolutions, or parts thereof, that are in conflict or are 3. 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.
- Severability. Should any section, subsection, sentence, provision, clause, or phrase be held 4. 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.
- Effective Date. This Ordinance shall be effective as of the date of adoption. 5.

PASSED, APPROVED, AND ADOPTED THIS 12	th DAY OF APRIL, 2021.	
	APPROVED:	
	Joanna Morgan, Mayor	
ATTEST:		
Jennifer Lynch, City Secretary		

## Item # 22

MAYOR JOANNA MORGAN

MAYOR PROTEM WILLIAM GORDON

COUNCIL MEMBERS SHARON FOERSTER JANICE BRUNO MIKE KAHANEK RHONDA JANAK

CITY MANAGER ROBERT TAMBLE



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

TO:

Mayor and City Council

FROM: Cynthia White DATE: April 8, 2021

RE:

March Financial Reports

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

- construction fees for Smithville Chamber of Commerce rebuild \$106,339
- purchase of Mi.Net Collector Hub \$11,500
- purchase of transformers and other electrical department supplies \$9,477
- auditors' fees \$9,000
- concrete paving to extend roadway and install concrete curb & pipe railing at SE 2<sup>nd</sup> St & Miller St \$7,300
- street paving/patching, various locations \$6,695
- semiannual lease payment for the trailer mounted wood chipper \$6,750
- ❖ Bastrop County Appraisal District quarterly local support payment \$6,126
- ❖ autobody repairs to Parks Department truck \$4,340
- clarifier drive system repairs at Willows Wastewater Treatment Plant \$3,198
- installation of owner's water cut off valves \$3,925
- repair of busted water pipes/leaks due to freeze at various city facilities \$2,882
- ❖ purchase of ID Maker system for police department \$3,183
- install curb & gutter at 6<sup>th</sup> & Wilkes St \$2,592
- and the monthly payments for fuel, city employee benefits, and garbage services.

Certificate of Obligations, Series 2019 expenses included:

Citywide Tank Rehab Projects – site inspections & repairs at Dorothy Nichols Pedesphere - \$64,925

Grant expenditures for March included:

♦ HMGP DR-4272-011(2<sup>nd</sup> St Detention Pond): Langford management fees - \$1,000

Have a safe and relaxing weekend -

#### **ESTIMATED FUND BALANCES**

@ March 31, 2021

#### **General Fund**

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

Note:	the re	ecomn	ner	nded	l f	und	balance	for	fiscal	year 2020-2021 based on the
		2000000			2	0.00			-	

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) @ March 31, 2021 Revenues Over/Under Expenditures	\$ 546,539
Estimated Fund Balance @ March 31, 2021	\$ 2,120,156

Estimated Fund Balance Over/Under Recommended

\$867,928

#### **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 @ March 31, 2021

CASH:	
Petty Cash Utility	\$ 500
Checking: Utility Operating	\$ 225,039
Checking: Utility Credit Card	\$ 323,358
INVESTMENTS:	
CD: Utility - Operations	\$ 132,975
CD: Utility - Operations #2	\$ 108,899
<b>CD: Designated Customer Deposits</b>	\$ 96,356
CD: Utility - Customer Deposits	\$ 33,728
CD: Utility - '01 CO/SWS FNMA	\$ 120,452
LSIP: Utility - Operations	\$ 34,520
TOTAL CASH & INVESTMENTS:	\$ 1,075,327

CITY OF SMITHVILLE CASH BALANCES & RESERVES	@ 3/31/21	@ 3/31/20
CASH OPERATING ACCOUNTS:		
General Fund	747,541	445,287
Utility Fund	225,039	120,362
Credit Card Pmts	388,159	662,582
Economic Development (IDF)	0	62,425
Fireman's Pension	30,582	32,720
HOMES Grant Fund	239	201
HRA Trust Fund	57,256	64,548 189,871
Library Contributions Fund Railroad Park	194,287 1,073	1,068
TxCDBG Project	61	61
COPS Hiring Program Grant	0	0
Police Seized Assets	2,496	2,483
Grants Account	70,061	51,667
HMGP Grants	0	5,241
TAP Loop 230 Sidewalks	0	0
Smithville Cares	3,731	3,712
Independence Park	5,917	5,886
Smithville TX Veterans Memorial Park	17,321 <b>1,743,762</b>	24,766 <b>1,672,879</b>
Total Cash on Hand	1,743,762	1,012,013
INVESTED FUNDS  CERTIFICATES OF DEPOSIT:	ı	Matures
General - Operations	52,760	Aug-22 52,131
General - Library Contributions		Jun-21 130,178
General - Library Contributions	112,595	Nov-21 110,861
Utility - Operations		Apr-21 130,945
Utility - Operations #2	108,899	
Utility - Designated Customer Dep		Apr-22 95,648
Utility - Customer Deposits		Mar-22 33,511
Economic Development (IDF)	54,290	
Utility '01 CO/SWS FNMA	120,452	Oct-21 118,361
INVESTMENT POOL ACCOUNTS	1,008	1,004
General - Operations Utility - Operations	34,520	42,452
Capital Replacement Fund	35	35
Interest & Sinking	362,809	358,795
'01 CofO Project Funds	0	32,180
'07 CofO Project Funds	75	75
'19 CofO Project Funds	1,937,872	2,858,170
SAVINGS ACCOUNTS		
Airport Fly-in	5,032	5,119
PEG Capital Fee	18,157	18,063
TOTAL INVESTED FUNDS:	3,202,925	4,148,640
ACCOUNTS RECEIVABLE	100 101	400.057
Genl/Util - Miscellaneous	129,101	128,957 494,100
Utility Billings - Current	718,784	82,262
Utility Billings - Delinquent Total Accounts Receivable	124,112 <b>971,997</b>	705,319
	5	
TOTAL CASH & RECEIVABLES	5,918,684	6,526,838
RESERVE AMOUNTS		
Res Bond Debt Service	362,809	358,795
Res Bond Project Funds	1,937,947	2,890,425
Res Customer Deposits	111,932	111,517
Res Economic Development	54,290	115,881
Res Firemen's Pension	30,582	32,720
Designated Court Technology	0	0
Designated Library	438,244	430,910
Designated Police Ed/Op	1,856	1,293
Designated VFD Donations	0	0
Designated COPS Hiring Program Gra		0
Designated Police Seized Assets	2,496	2,483 51,667
Designated Grants Account	70,061	
Designated HMGP Grants	0	5,241 0
Designated TAP Loop 230 Sidewalks		5,886
Designated Independence Park Designated-Veterans Memorial Park	5,917 17,321	24,766
Designated-Veterans Memorial Park  Designated-Smithville Cares	3,731	3,712
Total Reserve Amounts	3,033,453	4,031,582
ACCOUNTS DAVASUE	• 00000000	
ACCOUNTS PAYABLE	143,360	112,482
General	298,595	245,420
Utility Total Accts Payable	441,955	357,902
TOTAL RESERVES & PAYABLES	3,475,408	4,389,485
UNRESTRICTED CASH & RECEIVABLES	2,443,275	2,137,353
CARESTRICTED CASH & RECEIVABLES	2,773,210	2,101,000

CITY OF SMITHVILLE SUMMARY REVENUE / EXPENSE STATEMENT FISCAL YEAR 2020-21 @ March 31, 2021

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @ 03/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED	
REVENUES:				)			
General Fund	3,223,680	4,928,912	65.40%	3,601,054	5,401,917	%99'99	
Utility Fund	3,393,448	6,982,972	48.60%	3,095,942	6,892,892	44.91%	
Maintenance Fund	35,774	102,212	35.00%	35,129	100,369	32.00%	
Int & Sinking Fund	380,252	408,555	93.07%	366,008	429,414	85.23%	
TOTAL REVENUES	7,033,154	12,422,651	26.62%	7,098,133	12,824,592	55.35%	
Unassigned Fund Balance for Chamber Rebuild	ce 80.000	80.000		0	0		
EXPENSES:							
General Fund	2,677,141	5,008,912	53.45%	2,910,516	5,265,699	55.27%	
Utility Fund	3,593,774	6,982,972	51.46%	3,449,601	6,777,412	20.90%	
Maintenance Fund	55,844	102,212	24.64%	51,371	100,369	51.18%	
Int & Sinking Fund	387,325	408,555	94.80%	383,090	410,415	93.34%	
TOTAL EXPENSES	6,714,084	12,502,651	53.70%	6,794,578	12,553,896	54.12%	
Revenues Over/(Under) Expenses	Expenses						
M&O Funds	326,143			320,637			
I&S Fund	(7,073)			(17,082)			
Unassigned Fund Bal	399,070	0		303.555	270.697		
iotal Over (Oliver)	0.00						

7020-202						
FOR MONTH OF: March			2020/2021		AMENDED	2019/2020
	2020/2021 Y-T-D	2020/2021 BUDGET	% OF BUDGET USED/COLLECTED	2019/2020 03/31	2019/2020 BUDGET	% OF BUDGET used/collected
REVENUES:						
Taxes	1,687,799	2,232,004	75.62%	1,591,035	2,146,353	74.13%
Licenses & Permits	65,052	88,527	73.48%	71,226	96,683	73.67%
Services	502,783	985,975	20.99%	510,667	970,544	52.62%
Court	29,961	68,000	44.06%	32,035	49,121	65.22%
Miscellaneous	882,424	1,510,836	58.41%	839,162	1,476,410	56.84%
Contributions	55,661	43,570	127.75%	556,928	662,806	84.03%
TOTAL REVENUES	3,223,680	4,928,912	65.40%	3,601,054	5,401,917	%99'99
EXPENSES:						
Administration	381,959	411,764	92.76%	171,021	341,878	50.02%
Finance	56,530	102,276	55.27%	54,224	98,423	22.09%
Police	726,831	1,383,148	52.55%	656,204	1,314,274	49.93%
Animal Control	31,847	58,964	54.01%	31,479	58,009	54.27%
Court	27,776	76,451	36.33%	33,012	62,465	52.85%
Fire	26,798	88,066	64.50%	54,596	89,751	60.83%
Library	151,953	308,023	49.33%	150,178	309,826	48.47%
Community Service	37,574	47,514	79.08%	32,381	43,196	74.96%
Parks & Recreation	171,772	358,641	44.90%	222,844	400,757	55.61%
Recreation Center	148,915	324,164	42.94%	171,873	319,210	53.84%
Street & Alley	296,790	605,073	49.05%	289,634	537,443	53.89%
Solid Waste	403,054	914,184	44.09%	423,921	901,781	47.01%
Enforcement/Insp	50,784	120,894	42.01%	64,691	122,169	52.95%
Cemetery	41,676	85,841	48.55%	13,455	60,776	22.14%
Airport	53,155	47,372	112.21%	504,781	532,434	94.81%
Economic Development	39,727	76,536	51.91%	36,224	73,307	49.41%
TOTAL EXPENSES	2,677,141	5,008,912	53.45%	2,910,516	5,265,699	55.27%
Revenues Over/(Under)						
	546,539	(80,000)		690,538	136,218	
Unassigned Fund Balance for Chamber of Commerce						
Rebuild	80,000	80,000		0	0	
Revenue Over/(Under) Expenses <u>62</u> 6	enses 626,539	0		690,538	136,218	

#### CITY OF SMITHVILLE GENERAL FUND REVENUE RECAP

GENERAL FUND REVENUE R 2020-2021	ECAP					
FOR MONTH OF: March			2020/2021		AMENDED	2019/2020
FOR MONTH OF. March	2020/2021	2020/2021	% OF BUDGET	2019/2020	2019/2020	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@ 03/31	BUDGET	USED/COLLECTED
REVENUES:				<b>C</b> *****		
TAXES			1			
Property Taxes	1,236,587	1,427,404	86.63%	1,172,881	1,315,838	89.14%
Franchise Taxes	60,624	105,600	57.41%	63,351	106,979	59.22%
Sales Taxes	376,900	678,000	55.59%	344,018	703,061	48.93%
Hotel/Motel Taxes	9,598	15,000	63.98%	9,102	14,093	64.58%
Mixed Beverage Tax	4,091	6,000	68.18%	1,684	6,382	26.39%
<b>Total Tax Revenues</b>	1,687,799	2,232,004	75.62%	1,591,035	2,146,353	74.13%
LICENSES & PERMITS				71=71-7		
Misc. Licenses	80	275	29.09%	81	251	32.07%
Alcohol Permits	930	3,252	28.58%	5,195	5,262	98.72%
Building Permits	28,994	40,000	72.49%	35,144	50,239	69.95%
Electrical Permits	4,200	12,500	33.60%	6,189	10,840	57.10%
Plumbing Permits	5,892	12,500	47.14%	5,381	10,341	52.03%
Misc. Permits/Film Permits	24,956	20,000	124.78%	19,238	19,750	97.41%
Total L/P Revenues	65,052	88,527	73.48%	71,226	96,683	73.67%
SERVICES						
	0	750	0.00%	150	150	100.00%
Inspections	3,647	3,250	112.22%	1,492	3,092	48.24%
Cemetery	832	2,750	30.25%	2,912	3,225	90.29%
Police Code Enforcement	70	500	14.00%	2,312	0,225	0.00%
Streets	0	1,000	0.00%	1,500	1,715	87.46%
Leaf & Limb	175	1,000	17.50%	75	550	13.64%
Sanitation	425,917	837,000	50.89%	412,619	833,321	49.51%
Warehouse	3,804	15,000	25.36%	7,257	7,257	100.00%
Parks & Recreation	14,120	20,500	68.88%	10,983	20,015	54.87%
Library	1,847	3,000	61.56%	2,533	3,624	69.89%
Airport	31,012	51,225	60.54%	23,237	46,012	50.50%
Recreation Center	21,360	50,000	42.72%	47,910	65	92.88%
Total Svc Revenues	502,783	985,975	50.99%	510,667		52.62%
Total Ovo Hovellage		555,5.5		,	,	
COURT REVENUES						
Fines	19,453	48,500	40.11%	22,563	34,230	65.92%
Admin Fees	440	750	58.62%	399	469	85.13%
CJP Arrest Fees	1,731	4,500	38.47%	1,961	3,202	61.25%
Court Costs	7,601	13,500	56.30%	6,064	9,741	62.25%
Remedies	0	750	0.00%	250	350	71.43%
Court Technology	736	0	0.00%	798		70.71%
Total Court Revs	29,961	68,000	44.06%	32,035	49,121	65.22%
MISC. SALES & REVS				000000000000000000000000000000000000000		
Cemetery Plots	16,633	15,000	110.89%	4,973		32.83%
Franchise Fee - Utility	87,500	175,000	50.00%	87,500		50.00%
Interest Income	3,735	6,425	58.14%	8,979		69.21%
Rents	0	0	0.00%	0		
Credit Card Usage Fee	1,784	3,500	50.97%	2,020		86.18%
Misc Rev/Ins Recovery	11,785	35,911	32.82%	50,934		
Sale of Fixed Assets	3,247	5,000	64.94%	7,062		100.00%
Transfer in from Utility	518,500	1,037,000	50.00%	518,500	10.	
Other Rev-Lease Purchase	239,240	233,000	102.68%	159,194		
Total Misc. Revs	882,424	1,510,836	58.41%	839,162	1,476,410	56.84%
CONTRIBUTIONS						
CONTRIBUTIONS	40.000	4 200	040 420/	0.010	12 720	77 120/
Public Sources	10,639	1,300	818.42% 109.90%	9,818 6,125		
Private Sources	7,363	6,700	289.71%	522,279		
Grants	19,034	6,570	- 10 Physical British (1997)	P		
Volunteer Fire Dept	11,141 7,484	22,000 7,000	50.64% 106.91%			
B. Hewatt	2000 <b>3</b> 000 000 000 000 000 000 000 000 000 00	15				
Tocker Foundation	0 <b>55,661</b>	0 <b>43,570</b>	0.00% <b>127.75%</b>	La constant		
Total Contributions	55,001	43,370	121.1370	550,920	002,000	04.03/0
TOTAL REVENUES	3,223,680	4,928,912	65.40%	3,601,054	5,401,917	66.66%
. O IAL NEVEROLO	5,225,000	.,020,012	20.1070	2,221,004	-, 1, - 11	
Unassigned Fund Balance -						
for Chamber Rebuild	80,000	80,000		C	0	
OBAMB TOTAL DEVENUE	2 202 600	F 000 042		2 604 054	E 404 047	

5,008,912

3,303,680

3,601,054 5,401,917

**GRAND TOTAL REVENUE** 

#### CITY OF SMITHVILLE GENERAL FUND EXPENSE RECAP 2020-21

2020-21			1		ANGENDED	
FOR MONTH OF: March		0000/0004	2020/2021	0040/0000	AMENDED	2019/2020
	2020/2021	2020/2021	% OF BUDGET	2019/2020	2019/2020	% OF BUDGET
ADMINISTRATION	Y-T-D	BUDGET	USED/COLLECTED	@ 03/31	BUDGET	USED/COLLECTED
ADMINISTRATION	73,784	164,077	44.97%	92,042	174,282	52.81%
Personnel Services	58,155	92,876	62.62%	47,189	95,539	49.39%
Supplies & Materials	22,752	43,950	51.77%	10,351	19,750	52.41%
Other	46,027	30,862	149.14%	21,439	47,847	44.81%
Capital	181,241	80,000	226.55%	0	4,460	0.00%
Transfer to TAP Loop 230 Grant	0	0	0.00%	0	0	0.00%
Total Admin Expense	381,959	411,764	92.76%	171,021	341,878	50.02%
FINANCE						,
FINANCE Personnel	38,031	78,035	48.74%	35,296	74,478	47.39%
Services	17,673	23,141	76.37%	18,131	22,845	79.37%
Supplies & Materials	825	1,100	75.00%	797	1,100	72.44%
Other	0	0	0.00%	0	0	0.00%
Total Finance Expense	56,530	102,276	55.27%	54,224	98,423	55.09%
POLICE			1			
Personnel	522,412	1,091,883	47.85%	498,524	1,032,347	48.29%
Services	17,765	38,554	46.08%	19,481	40,934	47.59%
Supplies & Materials	46,959	99,125	47.37%	52,266	97,875	53.40%
Other	37,937	53,586	70.80%	29,279	36,035	81.25%
Capital Expenditures	101,758	100,000	101.76%	56,654	107,083	52.91%
Total Police Expense	726,831	1,383,148	52.55%	656,204	1,314,274	49.93%
ANUMAL CONTROL						
ANIMAL CONTROL Personnel	21,014	44,145	47.60%	20,378	43,154	47.22%
Services	8,958	9,910	90.40%	8,918	9,935	89.77%
Supplies & Materials	1,466	4,500	and the second second second second	1,762	3,500	50.35%
Other	409	409	100.07%	420	1,420	29.61%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Animal Control Exp	31,847	58,964	54.01%	31,479	58,009	54.27%
COURT						
Personnel	23,328	57,633	40.48%	23,465	49,759	47.16%
Services	4,316	16,648		8,027	10,979	73.12%
Supplies & Materials	89	2,100	4.24%	1,454	1,657	87.73%
Other	44	70		66	70	93.77%
Total Court Exp	27,776	76,451	36.33%	33,012	62,465	52.85%
FIRE						
Personnel	1,994	1,994	100.00%	1,481	1,481	99.97%
Services	6,738	12,425		5,102	11,925	42.78%
Supplies & Materials	15,716	36,350		13,376	40,589	32.95%
Other	32,350	37,297		34,638	35,756	
Capital Expenditures	. 0	. 0		0	0	
Total Fire Expense	56,798	88,066	64.50%	54,596	89,751	60.β3%
LIBRARY						
Personnel	112,808	236,302	47.74%	111,442	233,035	47.82%
Services	8,671	32,619	26.58%	12,949	28,772	45.01%
Supplies (includes Donation/Grant exp)	27,873	36,500		22,468	44,700	
Other	2,602	2,602		3,319	3,319	
Capital Expenditures	0	0		0	0	
Total Library Expense	151,953	308,023	49.33%	150,178	309,826	48.47%
COMMUNITY SERVICE					W	92115000 1000000000
Allocated Support	37,574	47,514		32,381	43,196	
Total Community Svc Exp	37,574	47,514	79.08%	32,381	43,196	74.96%
PARKS & RECREATION						
Personnel	107,177	223,697		102,331	216,353	
Services	17,569	38,510		17,473	34,358	
Supplies & Materials	36,342	54,650		60,302	90,612	
Other	10,684	16,784		26,778	43,474	
Capital Expenditures	474 772	25,000		15,960 <b>222,844</b>	15,960 <b>400,757</b>	
Total Parks & Recr Exp	171,772	358,641	47.90%	222,044	400,707	55.01%

#### CITY OF SMITHVILLE GENERAL FUND EXPENSE RECAP 2020-21

2020-21			1			
FOR MONTH OF: March			2020/2021		AMENDED	2019/2020
	2020/2021	2020/2021	% OF BUDGET	2019/2020	2019/2020	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@ 03/31	BUDGET	USED/COLLECTED
RECREATION CENTER	00.450	000 740	44.000/	05.770	400 000	40.000/
Personnel	93,156	208,710	44.63%	95,778	192,323	49.80%
Services	36,826	73,744	49.94%	35,196	72,759	48.37%
Supplies & Materials	13,080	32,854	39.81%	29,163	41,393	70.45%
Other	5,853	8,856	66.09%	11,735	12,735	92.15%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Recreation Center Exp	148,915	324,164	45.94%	171,873	319,210	53.84%
STREET & ALLEY	00.750	400 705	36.93%	76,950	152,148	50.58%
Personnel	66,752	180,735				
Services	72,046	87,600	82.24%	73,768	136,806	53.92%
Supplies & Materials	55,382	230,950	23.98%	100,280	158,430	63.30%
Other-Special Projects	13,104	22,788	57.50%	5,511	7,686	71.70%
Capital Expenditures	89,506	83,000	107.84%	28,631	28,631	100.00%
Transfer to HMPG Grant	0	0	0.00%	4,495	53,742	8.36%
Total Street & Alley Exp	296,790	605,073	49.05%	289,634	537,443	53.89%
COLID WASTE						
SOLID WASTE	93,798	214,730	43.68%	100,881	213,219	47.31%
Personnel						
Services	218,946	563,300	38.87%	210,407	532,886	39.48%
Supplies & Materials	22,267	48,100	46.29%	26,176	56,006	46.74%
Other-Special Projects	20,067	38,054	52.73%	14,978	28,190	53.13%
Capital Expenditures	47,976	50,000	95.95%	71,480	71,480	100.00%
Total Solid Waste Exp	403,054	914,184	44.09%	423,921	901,781	47.01%
ENFORCEMENT & INSPEC						
Personnel	42,482	76,112	55.81%	38,172	82,425	46.31%
	3,853	38,045	10.13%	22,086	31,048	71.14%
Services		6,175	62.97%	3,872	8,134	47.60%
Supplies & Materials	3,888	•				
Other	561	562	99.86%	561	562	99.86%
Capital Expenditures	0	0	0.00%	0	0	0.00%
Total Enforcement/Insp Exp	50,784	120,894	42.01%	64,691	122,169	52.95%
CEMETERY						
Personnel	0	0	0.00%	3,324	3,324	100.00%
Services	40,974	80,730	50.75%	7,901	49,611	15.93%
Supplies & Materials	590	5,000	11.81%	1,885	7,496	25.15%
Other	111	111	100.25%	345	345	99.99%
	111	0	0.00%	0	0	0.00%
Capital Expenditures	41,676	85,841	48.55%	13,455	60,776	22.14%
Total Cemetery Expense	41,070	05,041	40.55 /6	13,433	00,770	22.14/0
AIRPORT						
Services	17,645	35,360	49.90%	16,059	34,165	47.00%
Supplies & Materials	1,879	3,700		2,208	9,368	23.57%
Other	33,630	8,312		7,689	10,076	76.31%
Capital Expendiutures	00,000	0,012		478,825	478,825	100.00%
Total Airport Expense	53,155	47,372		504,781	532,434	94.81%
Total / III port = Aportos	,	, , , , , , , , , , , , , , , , , , , ,			• • • • • • • • • • • • • • • • • • • •	į
<b>GRANTS &amp; ECONOMIC DEVELOPMENT</b>						
Personnel	20,026	41,796	47.91%	19,727	41,888	47.09%
Services	2,201	9,740	22.60%	3,864	5,837	66.21%
Supplies & Materials	0	0	0.00%	0	700	0.00%
Other	17,500	25,000		12,632	24,882	50.77%
Capital Expenditures	0	20,000		0	0	0.00%
Total Grant & Eco Development Exp	39,727	76,536		36,224	73,307	49.41%
. Can orant a mos portropriorit map	20,. 21	,		,	2.745.53	
TOTAL EXPENSES	2,677,141	5,008,912	53.45%	2,910,516	5,265,699	55.27%
TOTAL REVENUES	3,303,680	5,008,912	65.96%	3,601,054	5,401,917	66.66%
Revenues Over/Under Expenses	626,539	0		690,538	136,218	
			1			

#### CITY OF SMITHVILLE GENERAL FUND EXPENSE RECAP 2020-21

FOR MONTH OF: March			2020/2021		<b>AMENDED</b>	2019/2020
	2020/2021	2020/2021	% OF BUDGET	2019/2020	2019/2020	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@ 03/31	BUDGET	USED/COLLECTED
Maintenance Fund						
Revenues	35,774	102,212	35.00%	35,129	100,369	35.00%
Personnel Expense	31,170	67,508	46.17%	30,451	66,515	45.78%
Services Expense	1,789	4,355	41.08%	1,836	4,505	40.75%
Supplies Expense	22,591	30,055	75.16%	18,790	29,055	64.67%
Other Expense	294	294	100.00%	294	294	100.00%
Capital Expense	0	0	0.00%	0	0	0.00%
Total Maint Fund Exp	55,844	102,212	54.64%	51,371	100,369	51.18%
Revenues Over/Under Expenses	(20,070)	0		(16,242)	0	

# CITY OF SMITHVILLE UTILITY FUND RECAP

	2020/20
	March
2020-2021	FOR MONTH OF:

1.707-0707							
FOR MONTH OF:	March		2020/2021		AMENDED	2019/20	
	2020/2021 Y-T-D	2020/2021 BUDGET	% OF BUDGET USED/COLLECTED	2019/20 @ 03/31	2019/20 BUDGET	% OF BUDGET USED/COLLECTED	
REVENUES:							
Electric	2,322,449	4,877,710	47.61%	2,095,996	4,849,952	43.22%	
Water	447,268	861,200	51.94%	388,684	849,477	45.76%	
Wastewater	348,826	697,500	50.01%	330,315	657,978	50.20%	
Miscellaneous	274,905	546,562	50.30%	280,946	535,486	52.47%	
TOTAL REVENUES	3,393,448	6,982,972	48.60%	3,095,942	6,892,892	44.91%	
EXPENSES:						×	
Administration	743,411	1,496,344	49.68%	754,456	1,454,989	51.85%	
Electric	1,483,417	3,094,384	47.94%	1,294,977	2,894,802	44.73%	
Recycle	25,752	56,566	45.53%	29,628	75,131	39.44%	
Water	192,382	352,720	54.54%	241,785	540,495	44.73%	
Wastewater	586,812	858,959	68.32%	566,755	687,996	82.38%	
Transfers	562,000	1,124,000	20.00%	562,000	1,124,000	20.00%	
TOTAL EXPENSES	3,593,774	6,982,972	51.46%	3,449,601	6,777,412	20.90%	
Revenues Over/(Under) Expenses:	(200,326)	(0)		(353,659)	115,480		

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#### CITY OF SMITHVILLE UTILITY FUND REVENUE RECAP 2020-2021

FOR MONTH OF: March

· Crement of a manes			2020/2021		<b>AMENDED</b>	2019/2020
	2020/2021	2020/2021	% OF BUDGET	2019/2020	2019/2020	% OF BUDGET
	Y-T-D	BUDGET	USED/COLLECTED	@03/31	BUDGET	USED/COLLECTED
REVENUES:						
ELECTRIC			20.00			
Residential Electric	1,389,355	2,860,000	48.58%	1,225,068	2,883,534	42.48%
Small Genl Electric	196,308	425,000	46.19%	182,921	410,525	44.56%
Large Genl Electric	624,584	1,400,000	44.61%	602,188	1,360,158	44.27%
Public Lighting	6,959	13,800	50.43%	6,553	13,451	48.71%
Interdepartmental	76,021	146,510	51.89%	63,745	139,841	45.58%
Electric Opt Out Fees	1,260	2,400	52.50%	1,320	2,630	50.19%
Charge for Svcs - Electric	27,962	30,000	93.21%	14,202	39,813	35.67%
Total Electric Revs	2,322,449	4,877,710	47.61%	2,095,996	4,849,952	43.22%
WATER						
Metered Sales	416,439	820,000	50.79%	366,214	803,039	45.60%
Unmetered Sales	830	1,200	69.13%	470	1,938	24.25%
Water Taps	30,000	40,000	75.00%	22,000	44,500	49.44%
Total Water Revs	447,268	861,200	51.94%	388,684	849,477	45.76%
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WASTEWATER						
Flat Rate Charge	322,576	660,000	48.88%	312,815	625,478	50.01%
Sewer Taps	26,250	37,500	70.00%	17,500	32,500	53.85%
<b>Total WasteW Revs</b>	348,826	697,500	50.01%	330,315	657,978	50.20%
MISC. SALES & REVS						
Utility Service Transfer Fee	400	1,400	28.57%	525	1,025	51.23%
Rents	5,844	22,220	26.30%	5,497	20,722	26.53%
Grants	0	0	0.00%	0	0	0.00%
W/WW Imp Fee - '19 CO's	73,744	147,500	50.00%	73,744	146,688	50.27%
Drainage/System Imp Fees	70,777	139,000	50.92%	69,742	139,946	49.84%
Utility Penalties	94,649	125,000	75.72%	68,736	116,834	58.83%
Interest Income	3,588	13,000	27.60%	11,770	17,898	65.76%
Credit Card Usage Fee	12,056	18,000	66.98%	9,548	12,464	76.60%
Misc Income/Ins Recovery	6,055	11,600	52.20%	6,833	11,804	57.89%
QECB Treasury Subsidy	0	60,842	0.00%	33,399	65,848	50.72%
Sale of Fixed Assets	0	3,000	0.00%	1	1	100.00%
Sale of Recyclables	7,793	5,000	155.86%	1,152	2,256	51.05%
Total Misc. Revs	274,905	546,562	50.30%	280,946	535,486	52.47%
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TOTAL REVENUES	3,393,448	6,982,972	48.60%	3,095,942	6,892,892	44.91%

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

FOR MONTH OF: March	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 @03/31	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
REVENUES	3,393,448	6,982,972	48.60%	3,095,942	6,892,892	44.91%
EXPENSES ADMINISTRATION						
Personnel	293,619	611,958	47.98%	287,794	602,817	47.74%
Services	126,755	194,515	65.16%	118,596	205,039	57.84%
Supplies & Matls	8,862	13,625	65.04% 46.46%	10,236	15,467 631,666	66.18% 53.48%
Other Capital	314,176 0	676,246 0	0.00%	337,829 0	031,000	0.00%
Transfer to USDA SH95	0	0	0.00%	0	0	0.00%
Transfer to I & S	43,500	87,000	50.00%	43,500	87,000	50.00%
Transfer to General	518,500	1,037,000	50.00%	518,500	1,037,000	50.00%
Total Admin Exp	1,305,411	2,620,344	49.82%	1,316,456	2,578,989	51.05%
ELECTRIC	8902 00000 G0000					,
Personnel	123,311	274,624	44.90% 11.84%	119,447	252,452 102,719	47.31% 53.13%
Services Supplies & Matls	8,583 1,332,660	72,481 2,714,000	49.10%	54,572 1,068,967	2,400,775	44.53%
Other	18,863	33,279	56.68%	51,992	138,856	37.44%
Capital	0	0	0.00%	0	0	0.00%
Total Electric Exp	1,483,417	3,094,384	47.94%	1,294,977	2,894,802	44.73%
RECYCLE						
Personnel	18,771	39,962	46.97%	18,759	39,488	47.51%
Services	778	2,405	32.35%	6,987	9,076	76.99%
Supplies & Matls Other	3,037 3,166	5,900 8,299	51.47% 38.15%	2,328 1,554	18,203 8,364	12.79% 18.58%
Capital	0,100	0,233	0.00%	0	0,004	0.00%
Total Recycle Exp	25,752	56,566	45.53%	29,628	75,131	39.44%
WATER						
Personnel	60,901	130,215	46.77%	62,098	130,000	47.77%
Services	25,264	71,615	35.28%	28,894	50,943	56.72%
Supplies & Matls	39,196	78,850	49.71%	47,945	108,120	44.34%
Other	67,020 0	72,040 0	93.03% 0.00%	98,996 3,853	251,432 0	39.37% 0.00%
Capital Transfer to CDBG	0	0	0.00%	0,000	0	0.00%
Total Water Exp	192,382	352,720	54.54%	241,785	540,495	44.73%
WASTEWATER						
Personnel	72,126	145,061	49.72%	66,519	142,356	46.73%
Services	99,312	188,970	52.55%	90,908	194,103	46.84%
Supplies & Matls	55,308	101,000		53,395	144,728	36.89%
Other	360,066 0	423,928 0		352,080 3,853	206,810 0	170.24% 0.00%
Capital Total W/Water Exp	586,812	858,959	<b>68.32</b> %	566,755	687,996	82.38%
TOTAL EXPENSES	3,593,774	6,982,972	51.46%	3,449,601	6,777,412	50.90%
REVENUES OVER/(UNDER) EXPENSES:	(200,326)	(0	)	(353,659)	115,480	

#### CITY OF SMITHVILLE

#### Utility Department

Report For The Month Of:	March 2021
Number Of Electric Customers:	2270
Number Of New Customers:	39
Number Of Customers Leaving The City:	44
Number Of Customers Penalized:	440
Number of Customers "Cut-Off" For Non-Payment:	0

CITY OF SMITHVILLE
DEBT SERVICE RECAP
FOR MONTH OF: March, 2021

	2020/2021 Y-T-D	2020/2021 BUDGET	2020/2021 % OF BUDGET USED/COLLECTED	2019/2020 Y-T-D	AMENDED 2019/2020 BUDGET	2019/2020 % OF BUDGET USED/COLLECTED
REVENUES: Property Taxes * Drainage/System Imp Utility Fees Transfer In Interest Total Revenues	304,312 43,500 32,303 137 380,252	321,555 87,000 0 0 408,555	94.64% 50.00% 0.00% 93.07%	319,519 43,500 2,988 <b>366,008</b>	338,938 87,000 3,476 <b>429,414</b>	94.27% 50.00% 85.97% <b>85.23%</b>
EXPENSES:  Bond P&I Pymts '05 C of O's (refin '01)  Bond P&I Pymts '18 C of O's (refin '09)  Bond P&I Pymts '19 C of O's  Total Expenses	214,095 154,268 18,963 387,325	214,095 166,785 27,675 <b>408,555</b>	100.00% 92.49% 68.52% <b>94.80%</b>	207,995 161,008 14,088 <b>383,090</b> (17,082)	212,090 175,275 23,050 <b>410,415</b>	98.07% 91.86% 61.12%
NEI OF REVENOES OVER (ONDER) EATENSES	(0.0,1)	•		(->>:)	)	

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

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