



# City of Hutto

## Agenda

### City Council Meeting

Thursday, February 17, 2022 at 7:00 PM

### City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at [huttotx.gov](http://huttotx.gov)

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **CITY MANAGER COMMENTS**
6. **PROCLAMATION - Black History Month 2022**

6.1. Black History Month Proclamation 2022

7. **CITY COUNCIL COMMENTS**

Pursuant to Texas Government Code Sec. 551.0415, a member of the governing body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. Items of Community Interests include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

7.1. General Comments from City Council

7.2. City Council Liaison Reports

8. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to [comments@huttotx.gov](mailto:comments@huttotx.gov) PRIOR to 4:00 pm on 2.17.22. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

9. **CONSENT AGENDA ITEMS**

- 9.1. Consideration and action on Resolution No. R-2022-013 approving an updated contract with ATS for third-party inspections within the City of Hutto. (Ashley Lumpkin)
- 9.2. Consideration and possible action on a modification to The Kassab firm's engagement agreement, modifying it to flat fee, pending the Texas Attorney General's Office's approval of the contingent fee engagement agreement.

## **10. ORDINANCES**

- 10.1. An ordinance of the City of Hutto, Texas, amending the budget for the fiscal year of October 1, 2021 through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures, in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (First Reading)

## **11. RESOLUTIONS**

- 11.1. Presentation of and possible action on Resolution R-2022-016 for the results from City Council Strategic Visioning Session (City Manager Turner)
  - a. Expectations
  - b. Core Values
  - c. Pillars (Goals)
- 11.2. Consideration and possible action on Resolution No. R-2022-014 authorizing the City Manager to execute the First Amended and Restated Agreement between the City of Hutto and ACDI Clawson Disposal, Inc., for collection and disposal of solid waste and recycling services. (Legal - C. Rosas-Grillet)
- 11.3. Consideration and possible action on Resolution R-2022-015 authorizing the City Manager to execute the Texas Subdivision Election and Special District Release related to opioid-related claims against Endo/Par under the terms and conditions of the Endo/Par Texas Statewide Opioid Settlement Agreement. (Legal - C. Rosas-Grillet)

## **12. OTHER BUSINESS**

- 12.1. Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.
- 12.2. Discussion and possible action on Appeal from a denial of a Special Events Permit to Outlaw Nation in accordance with Section 1.07.090 of the Hutto Code of Ordinances.
- 12.3. January Financial Report (Angie Rios)
- 12.4. Quarterly Engineering Update (Ashley Lumpkin and Wade Benton)
- 12.5. Update on Utilities Master Plan (Wade Benton)
- 12.6. Update on infrastructure projects. (Mayor Snyder)
- 12.7. Presentation on Stromberg Development (Mayor Snyder, Council Member Thornton)

## **13. EXECUTIVE SESSION**

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 (Litigation/Consultation with Attorney), 551.072 (Deliberations regarding real property), 551.073 (Deliberations regarding gifts and donations), 551.074 (Deliberations regarding personnel matters) or 551.076 (Deliberations regarding deployment/implementation of security personnel or devices) and 551.087 (Deliberations regarding Economic Development negotiations).

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 13.2. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations relating to economic development projects pursuant to Texas Government Code 551.087 to deliberate the offer of a financial or other incentive to potential business prospects.
- 13.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Master Development Agreement for the Co-Op District dated August 17, 2017, as amended, between the City of Hutto and MA Partners, LLC and related agreements.
- 13.4. Receive legal advice pursuant to Texas Local Government Code Section 551.071 related to public infrastructure and the Second Amended and Restated Durango Farms Development Agreement.
- 13.5. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations pursuant to Texas Government Code 551.087 to deliberate the offer of a financial or other incentive to a business prospect and to deliberate the purchase, exchange, sale, value or lease of real property pursuant to Texas Government Code Section 551.072 relating to real properties within the City of Hutto, Texas.
- 13.6. Discussion regarding the prior expenditure of City long-term debt proceeds and any related action by the City in response thereto.

#### **14. ACTION RELATIVE TO EXECUTIVE SESSION**

- 14.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
- 14.2. Consideration and possible action regarding economic development negotiations relating to economic development projects pursuant to Texas Government Code 551.087 to deliberate the offer of a financial or other incentive to potential business prospects.
- 14.3. Consider and possible action relating to legal advice received pursuant to Texas Local Government Code Section 551.071 relating to the Master Development Agreement for the Co-Op District dated August 17, 2017, as amended, between the City of Hutto and MA Partners, LLC and related agreements.
- 14.4. Consideration and possible action relating to legal advice received pursuant to Texas Local Government Code Section 551.071 related to public infrastructure and the Second Amended and Restated Durango Farms Development Agreement.
- 14.5. Consideration and possible action relating to legal advice received pursuant to Texas Government Code Section 551.071 and deliberation regarding economic development negotiations pursuant to Texas Government Code 551.087 to deliberate the offer of a financial or other incentive to a business prospect and deliberations relating to the purchase, exchange, sale, value or lease of real property pursuant to Texas

Government Code Section 551.072 relating to real properties within the City of Hutto, Texas.

**15. ADJOURNMENT**

**16. CERTIFICATION**

I certify that this notice of the Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on 2.14.22 at 5:00 P.M.



Angela Walton

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at [Gracie.Perez@huttotx.gov](mailto:Gracie.Perez@huttotx.gov) or call (512) 759-4033 for assistance.

# Official Proclamation

## CITY OF HUTTO, TEXAS

### BLACK HISTORY MONTH PROCLAMATION 2022

**Whereas**, through bravery, perseverance, faith, and resolve, Black Americans have contributed to shaping the economic, cultural, spiritual, and political development of American life, often in the face of prejudice and hardship; and

**Whereas**, their fight for equality, representation, and respect motivates us to continue working for a more equitable and inclusive future for every American; and

**Whereas**, since February 1926, a week to celebrate Black history was initiated by American historian Carter G. Woodson; and

**Whereas**, in 1976 the week was expanded to Black History Month and recognized by the United States government; and

**Whereas**, Black History Month is an occasion to rediscover the enduring stories of Black Americans, many of whom lived through the scourge of slavery, segregation, racial prejudice, and discrimination; and

**Whereas**, Black History Month is a time to commemorate Black Americans' contributions to the character, culture, and economic life of our state and nation; and

**Whereas**, Black History Month is a time to honor Black Americans' heroism and patriotism that have given people of all backgrounds the confidence and courage to pursue their own dreams; and

**Whereas**, the observance of Black History Month focuses attention on the persistent need to combat racism and injustice of all types and build a society that lives up to its egalitarian ideals; and

**Whereas**, the City of Hutto is strengthened and enriched by its diverse citizens; and

**Whereas**, the City of Hutto rejects any discrimination through its values, policies, and practices; and

**Whereas**, the City of Hutto has made diversity, equity, and inclusion of all groups a priority and supports the continued work of the City’s Diversity and Inclusion Commission to raise awareness and promote a community that embraces all of its citizens;

**Now, Therefore**, I, Mike Snyder, Mayor of the City of Hutto, do hereby proclaim February 2022, as “Black History Month” in the City of Hutto. The City makes this proclamation to celebrate the Black community and to affirm the City’s commitment to protect and serve everyone who resides in, works in, or visits the City of Hutto without discrimination and its belief in the dignity, equality, and civil rights of all people.

**Proclaimed** the 17th day of February 2022.

**City of Hutto, Texas**

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Mike Snyder, Mayor

# AGENDA ITEM REPORT

## 9.1.



**To:** City Council  
**Subject:** Consideration and action on Resolution No. R-2022-013 approving an updated contract with ATS for third-party inspections within the City of Hutto. (Ashley Lumpkin)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Development Services /  
**Staff Contact:** Ashley Lumpkin

### BACKGROUND INFORMATION:

The City has contracted with ATS for third-party building inspection services since August 2014. The company provides building inspections in addition to the inspections performed by the in-house staff. This is an update to an eight-year old contract with some updates to their current fee schedule, the majority of which is captured within the adopted fees schedule. Staff will need to add a medical gas inspection type to the existing fee schedule during the next update to cover the cost of that inspection. The other update is the addition of right-of-way inspections, if needed. Those fees are covered within the current fees collected with the construction plan submittal and payment. Both the 2014 and updated contract are attached to this item.

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. R-2022-013 Hutto Resolution Approving ATS
2. 2014-8-22-ATS - Engineers Inspectors Surveyors (003)
3. 2022 City of Hutto Services Agreement
4. 20220125-Hutto-Cont-ATS Eng

**RESOLUTION NO. R-2022-013**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT BETWEEN ARCH TECHNICAL SERVICES, LLC. (DBA ATS ENGINEERS, INSPECTORS & SURVEYORS) AND THE CITY OF HUTTO; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to enter into a Plan Review, Inspection Service and Jurisdiction Service Agreement between Arch Technical Services, LLC. (dba ATS Engineers, Inspectors & Surveyors), a Texas Limited Liability Company and the City of Hutto; and

**WHEREAS**, the City Council desires to authorize the Interim City Manager to execute the Agreement, attached as Exhibit A.

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

**SECTION 1:** The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** That the Hutto City Council hereby approves and authorizes the Interim City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

**SECTION 3:** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 17th day of February, 2022.

\_\_\_\_\_  
Mike Snyder, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

Approved as to Form:

Dorothy Palumbo  
City Attorney

By: \_\_\_\_\_  
Cristian Rosas-Grillet  
Assistant City Attorney

## PLAN REVIEW and INSPECTION SERVICE AGREEMENT

This Agreement, made and entered into this 22 day of August, 2014, by and between the City of Hutto, Texas, hereinafter referred to as the "City" and Eileen Merritt, Inc. (dba ATS Engineers, Inspectors & Surveyors), a Texas corporation, having its principal place of business in Travis County, Texas, hereinafter referred to as "Inspector," is understood and agreed to be as set forth herein:

1. **Description of Services.** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the City, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.
  - a. Inspector shall be retained by the City under the designation of "Building Official" and shall be subject to limitations and description of duties and powers as described within the codes adopted by the City or state law.
  - b. Inspector agrees to make all inspections required or requested by the City under appropriate ordinances of the City or state law. See Attachment "A" "Inspection Scheduling Procedures."
  - c. Upon City request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the City office via mail, in person, facsimile, or other electronic means within two (2) business days.
  - d. Inspector may from time to time be called upon to perform the following services:
    - i. Attend meeting of the City Council, when requested by the Mayor, Council Member or other City Official; and/or
    - ii. Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
  - e. Request for the inspection may be made by telephone, fax or email. Upon notification, Inspector will honor the request within one (1) business day.
  - f. Request for plan review services may be made by telephone, fax or email. Upon notification, construction document submittals will be picked up or arrangements will be made to have plans mailed or e-mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.
  - g. Inspector shall conduct him/herself as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council. Inspector will report to the City, verbally or in writing, any conflicts between Inspector and any citizen in the course of performing said duties.
  - h. The City may conduct customer satisfaction surveys from time to time without notice to Inspector. The City will incur cost of materials to perform such surveys.
  - i. Inspector shall maintain complete and accurate records of work performed for the City. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.

2. **Payment for Services.** The City will employ the Inspector for the following fee structure:

a. Residential inspections: new construction or additions –

|                                                                                              |                                                     |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Temporary electrical service                                                                 | \$45.00                                             |
| Plumbing rough-in/ foundation layout                                                         | \$45.00                                             |
| Water/ sewer yard-lines                                                                      | \$45.00                                             |
| Copper rough-in                                                                              | \$45.00                                             |
| Combination inspections (frame & MEP rough-in)                                               | \$45.00                                             |
| Re-frame and Insulation inspections                                                          | \$45.00                                             |
| Wallboard inspections                                                                        | \$45.00                                             |
| Final inspections (combination)/ Certificate of Occupancy                                    | \$45.00                                             |
| Gas test/Electrical service inspection                                                       | \$45.00                                             |
| Additional inspections to include but is not limited to<br>driveway, fence, pool, demolition | \$45.00                                             |
| Re-inspections for Residential and Special Inspections                                       | \$45.00                                             |
| Remodeling/alterations to existing structure                                                 | \$45.00 per inspection<br>\$45.00 per re-inspection |

b. Commercial inspection: inspection types as described in “a” above.

|                                              |                                                     |
|----------------------------------------------|-----------------------------------------------------|
| New construction or additions                | \$65.00 per inspection<br>\$65.00 per re-inspection |
| Remodeling/alterations to existing structure | \$65.00 per inspection<br>\$65.00 per re-inspection |

c. Multi-family: by proposal

d. Plan Reviews:

|                                             |                     |
|---------------------------------------------|---------------------|
| Residential: new construction or additions  | \$65.00 per project |
| Commercial: new construction or additions   | \$65.00 per hour    |
| Multi-family: new construction or additions | \$65.00 per hour    |

If requested, an estimate for number of hours shall be forwarded to City and confirmation of fee given by City prior to plan review

e. Consulting Fees: \$75/hr to include meetings, special projects and requests.

f. Texas Accessibility Standards inspections: fees based on current state fees.

g. Code enforcement – nuisance abatement, abandoned/ unsafe housing inspections and reports billed on an hourly rate of \$75.00 per hour.

h. Reimbursable Expenses: Fees related to transmittal of plan reviews and other requested documents:

1. Courier: Pass-thru costs
2. Printing as required for electronic transfer of plans or plan reproduction: \$25.00 up to first 10 pages. \$3.00 per page thereafter.

Inspector shall invoice the City bi-weekly for each inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment “A” shall be those fees identified above.

3. **Termination.** Either party may terminate this Agreement by giving ten (10) days written notice written notice. Upon such notice, Inspector shall, unless otherwise mutually agreed upon in writing, cease all work on the effective date of termination. The Inspector shall

submit a statement to the City detailing the work performed to the date of termination. The City agrees to compensate the Inspector for that portion of the work actually performed, accepted and invoiced under this Agreement.

4. **Relationship of Parties.** It is understood by the parties that Inspector is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
5. **Employees.** Inspector's employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, Inspector shall provide adequate evidence that such persons are Inspector's employees. City agrees not to separately contract with employees of Inspector or otherwise separately employ members of the Inspectors staff without written approval of the Inspector during the period of the Agreement and for a period of two years after the termination of this Agreement.
6. **Insurance.** Inspector shall purchase and/or maintain such general liability, auto liability, professional errors and omission, and other insurance, at its expense, as is appropriate or required by state law for the work being performed and as will provide protection for the Inspector and City from claims which may arise out of or result from Inspector's performance and furnishing of services, whether such services are provided by Inspector, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Contractor must furnish a current Certificate of Insurance prior to performance under this Agreement and at least ten (10) days prior to the end of any existing coverage period.
7. **Indemnification.** Inspector agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the City that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents. Inspector waives the rights to recovery from the City for any injuries that Inspector and/or Inspector's employees, subcontractors or agents may sustain while performing services under this Agreement.
8. **Assignment.** Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
9. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:

Will Guerin  
Services Director  
City of Hutto  
409 W. Front St., Ste.200  
Hutto, TX 78634  
Phone: (512) 759-5971

If for Inspector:

ATS Engineers, Inspectors & Surveyors  
3636 Executive Drive, Suite 100  
Austin, Texas 78731  
Tel: (512) 328-6995  
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. **Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
11. **Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. **Applicable Law.** The laws of the State of Texas shall govern this Agreement.
15. **Venue:** Travis County shall be the venue for any disputes that arise between the City and Inspector under the terms of this Agreement.

Party Contract Services:

City of Hutto

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

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

Inspector Service Provider

Eileen Merritt, Inc. ATS Engineers, Inspectors & Surveyors

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

Richard M. Roberts P.E.

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

**BUILDING INSPECTION SCHEDULING PROCEDURES**

City of Hutto inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via facsimile or email to ATS prior to 5:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is [inspections@ats-engineers.com](mailto:inspections@ats-engineers.com). If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the permit holder to call in or fax inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection needed. Passed inspections allow construction to proceed to the next ordinance(s). Failed inspections shall be remedied and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections.

**FIRST INSPECTION: Temporary Construction Power**

- ☐ Meter base and panel set per code with regard to under-ground or over-head electrical connection.
- ☐ Ground-fault circuit protection on all 120-volt receptacles and proper grounding means must be in place.
- ☐ Job-site address must be visible from street.

**SECOND INSPECTION: Plumbing Rough-In and Layout Inspection**

- ☐ To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- ☐ A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- ☐ Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- ☐ All drain and waste piping installed with slope required for pipe size.
- ☐ Finished floor elevation allowing proper drainage around structure.
- ☐ Portable toilet facility and trash receptacle on site.

**THIRD INSPECTION: Sewer/Water Yard Line Inspection**

- ☐ To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- ☐ All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any back-water prevention valve(s) installed on building sewer piping.
- ☐ Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- ☐ Clean out(s) installed and tap connection complete at main.

**FOURTH INSPECTION: In-Slab Water Distribution Piping (Plumbing Copper)**

- ❑ A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- ❑ All rough-in plumbing, in-slab electrical or other conduit in place.
- ❑ All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- ❑ Copper water lines shall be sleeved and protected from dissimilar metals.
- ❑ In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- ❑ "UFER" ground wire bonded to reinforcing steel.

#### **FIFTH INSPECTION:**

- ❑ Frame Inspection
  - To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.
  - Construction plans, documents, and engineered product specifications are on-site.
- ❑ Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- ❑ Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.
- ❑ Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all other concealed components are complete, and prior to the installation of batt insulation and/or sheetrock.

#### **SIXTH INSPECTION: Re-Frame & Insulation Inspection**

- ❑ Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- ❑ To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the 2009 International Energy Conservation Code are enforced.

#### **SEVENTH INSPECTION: Wallboard**

- ❑ To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

#### **EIGHTH INSPECTION: Gas Test and/ or Electrical Service Inspection**

- ❑ Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is conducted on gas piping to verify tightness of system.
- ❑ Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street.

#### **NINTH INSPECTION:**

- ❑ Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- ❑ Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.

- ❑ Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy.
- ❑ Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

**ADDITIONAL INSPECTIONS:**

- ❑ Driveway – prior to concrete placement. For approach onto State ROW, TX DOT permit is required.
- ❑ Fence – must be in compliance with City fence ordinance.
- ❑ Pool – electrical, plumbing and energy conservation in compliance with adopted codes and ordinances.
- ❑ Demolition – proof of asbestos abatement. All debris removed from site.

**NOTE:** *The above stages are minimum requirements and are not intended to limit the appropriate use of materials, appliances, equipment or methods of design or construction. The adopted ordinances of the municipality shall apply to all construction within the subdivision boundaries.*

## PLAN REVIEW, INSPECTION SERVICE and JURISDICTION SERVICE AGREEMENT

This Agreement, made and entered into this        day of                     , 2022, by and between the City of Hutto, Texas, hereinafter referred to as the “Jurisdiction” and Arch Technical Services, LLC. (dba ATS Engineers, Inspectors & Surveyors), a Texas Limited Liability Company, having its principal place of business in Travis County, Texas, hereinafter referred to as “Inspector,” supersedes all other Agreements and Addendums between the parties, and is understood and agreed to be as set forth herein:

Notwithstanding the foregoing, this Plan Review, Inspection Service, and Jurisdiction Service Agreement is modified and amended by the provisions set forth in the attached “Government Contract and Purchasing Rider for Contracts with the City of Hutto, Texas”, which is incorporated herein by reference and supersedes any conflicting provision in the Agreement to which it is attached.

1. Term. This Agreement remains in effect from the effective date of the Agreement unless terminated by written notice by either party, at least thirty (30) days prior to termination. Fees may be adjusted annually.
2. Description of Services. The Jurisdiction, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the Jurisdiction, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.
  - a. While performing its duties on behalf of the Jurisdiction, as described in this agreement, Inspector shall operate under the designation of “Building Official” and shall be subject to limitations and description of duties and powers as described within the codes adopted by the Jurisdiction or state law.
  - b. Inspector agrees to assist the Jurisdiction in enforcement of its ordinances as follows:
    - i. Inspector agrees to make all inspections requested by the Jurisdiction under appropriate ordinances of the Jurisdiction or state law. See Attachment “A” “Inspection Scheduling Procedures.”
    - ii. The Inspector, as the Jurisdiction’s agent, will help assure (upon request) compliance with the adopted International Energy Conservation Code (IECC).
    - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the Jurisdiction office via mail, in person, facsimile, or other electronic means within two (2) business days.

- iv. Inspector may from time to time be called upon to perform the following services:
    - Attend meeting of the Jurisdiction’s Council, when requested by a Council Member or other Jurisdictional Official; and/or
    - Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.
  - v. Inspector shall conduct him/herself as an agent of the Jurisdiction in good faith displaying professionalism and a courteous manner in dealings with the citizens of the Jurisdiction. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council (ICC). Inspector will report to the Jurisdiction, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.
  - vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The Jurisdiction will incur cost of materials to perform such surveys.
  - vii. Inspector shall maintain complete and accurate records of work performed for the Jurisdiction. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
  - viii. Inspector understands that payments made to Inspector are only for services performed. The Jurisdiction, at its sole discretion, may engage other third-party inspectors to perform some or all services described herein.
- c) Payment for Services. The Jurisdiction will employ the Inspector for the following fee structure:

Inspections:

|              |                  |
|--------------|------------------|
| Residential: | See Attachment B |
| Commercial:  | See Attachment B |

Plan Reviews:

|                                             |                  |
|---------------------------------------------|------------------|
| Residential: new construction or additions  | See Attachment B |
| Commercial: new construction or additions   | See Attachment B |
| Multi-family: new construction or additions | See Attachment B |

Consulting Fees: \$95/hr. to include meetings, special projects and requests.

Texas Accessibility Standards inspections: fees based on current state fees.

Reimbursable Expenses: Fees related to transmittal of plan reviews and other requested documents:

- 1.) Courier, Postage, Overnight Delivery, Etc.: Pass-thru costs
- 2.) Printing: As required for electronic transfer of plans or plan reproduction: \$25.00 up to first 10 pages. \$3.00 per page thereafter.

Request for the inspection may be made by telephone, or email. Upon notification, Inspector will typically honor the request within one (1) business day.

Request for plan review services may be made by telephone or email. Upon notification, arrangements will be made to have plans mailed or e-mailed to Inspector. Reviewed plans and construction documents will be returned no later than five (5) business days from receipt if for residential construction projects and no later than ten (10) business days if for commercial or multi-family construction projects.

Inspector shall invoice the Jurisdiction bi-weekly for each Residential and Commercial inspection and re-inspection performed. Invoice shall include a description of the address and type of inspection performed. Re-inspection fees described in Attachment "A" shall be those fees identified above.

In consideration for the services performed, the City of Hutto shall pay the Inspector an amount not to exceed **Two Hundred Thousand and 00/100 Dollars (\$200,00.00)**

3. **Termination.** Either party may terminate this Agreement by giving thirty (30) days written notice. Upon such notice, Inspector shall, unless otherwise mutually agreed upon in writing, cease all work on the effective date of termination. The Inspector shall submit a statement to the Jurisdiction detailing the work performed to the date of termination. The Jurisdiction agrees to compensate the Inspector for that portion of the work performed, accepted and invoiced under this Agreement.
4. **Relationship of Parties.** It is understood by the parties that Inspector is an independent contractor with respect to the Jurisdiction and not an employee of the Jurisdiction. The jurisdiction will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Inspector.
5. **Employees.** Inspector's employees, if any, who perform services for the jurisdiction under this Agreement shall also be bound by the provisions of this Agreement. At the request of the jurisdiction, Inspector shall provide adequate evidence that such persons are Inspector's employees. Jurisdiction agrees not to separately contract with employees of Inspector or otherwise separately employ members of the Inspector's staff without written approval of the Inspector during the period of the Agreement and for a period of two years after the termination of this Agreement.
6. **Insurance.** Inspector shall purchase and/or maintain such general liability, auto liability, professional errors and omission, and other insurance, at its expense, as is appropriate or required by state law for the work being performed and as will provide protection for the Inspector and Jurisdiction from claims which may arise out of or result from Inspector's



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performance and furnishing of services, whether such services are provided by Inspector, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Contractor must furnish a current Certificate of Insurance prior to performance under this Agreement and at least ten (10) days prior to the end of any existing coverage period.

7. Indemnification. Inspector agrees to indemnify and hold the Jurisdiction harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against the Jurisdiction that result from acts or omissions of Inspector, Inspector's employees, if any, and Inspector's agents. Inspector waives the rights to recovery from the Jurisdiction for any injuries that Inspector and/or Inspector's employees, subcontractors or agents may sustain while performing services under this Agreement.
8. Assignment. Inspector's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Jurisdiction.
9. Notice. All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Jurisdiction:

City of Hutto, Texas  
500 Live Oak Street  
Hutto, TX 78634  
(512) 759-5971

If for Inspector:

ATS Engineers, Inspectors & Surveyors  
4910 West Hwy 290  
Austin, Texas 78735  
Tel: (512) 328-6995  
Fax: (512) 328-6996

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

10. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
11. Amendment. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited; the remainder of the agreement shall be considered valid and enforceable.

13. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
14. Applicable Law. The laws of the State of Texas shall govern this Agreement.
15. Venue: Williamson County shall be the venue for any disputes that arise between the Jurisdiction and Inspector under the terms of this Agreement.

Parties to the Service Agreements:

Jurisdictional Representative  
City of Hutto, Texas

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

Printed Name: \_\_\_\_\_

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

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

Inspector Service Provider  
Arch Technical Services LLC. dba, ATS Engineers, Inspectors & Surveyors

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

Printed Name: Brad Schubert

Title: Chief Operating Officer

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

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER**  
**FOR CONTRACTS WITH THE CITY OF HUTTO, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**Application.** This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF HUTTO, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, “Plan Review, Inspection Service and Jurisdiction Service Agreement, dated \_\_\_\_\_, 2022” (attached hereto) of **Arch Technical Services, LLC, (dba ATS Engineers, Inspectors & Surveyors), a Texas Limited Liability Company (“Vendor”).**

**Payment Provisions.** The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the Contract.

**Multiyear Contracts.** If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Cancellation.** the City reserves the right to cancel the Contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This Contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the Contract through the next period.

**Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies, or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Compliance with all Codes, Permitting and Licensing Requirements.** The Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution). The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid. Nothing in the Contract requires that funds be assessed or collected or that a sinking fund be created

**Indemnity and Independent Contractor Status of Vendor. VENDOR SHALL INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS PAST, PRESENT, AND FUTURE OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE VENDOR ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT THE VENDOR AND ANY EMPLOYEE OR SUB- CONTRACTOR OF VENDOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE VENDOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. THE CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL VENDOR'S EMPLOYEES,**

**REPRESENTATIVES OR SUB-CONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE.**

**Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract. The City of Hutto retains all governmental immunities.

**Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Williamson County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the Contract.

**No Third-Party Beneficiaries.** The Contract is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, the Contract shall not be deemed to create any rights in or obligations to any third parties.

**No Personal Liability.** Nothing in the Contract is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to the Contract.

**No Joint Enterprise.** The Contract is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Anti-Boycott Israel Verification.** *In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.*

*The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,*

**Iran, Sudan, and Foreign Terrorist Organizations.** *The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:*

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Vendor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**Verification Regarding Energy Company Boycotts.** To the extent the Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Vendor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

**Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent the Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, the Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

CITY OF HUTTO, TEXAS

By: \_\_\_\_\_  
Isaac Turner, Interim City Manager

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

\_\_\_\_\_  
Vendor

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

Name: \_\_\_\_\_

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

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

Attachment “A”

**BUILDING INSPECTION SCHEDULING PROCEDURES**

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via email to ATS prior to 4:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is [inspections@ats-engineers.com](mailto:inspections@ats-engineers.com).

It is the responsibility of the permit holder to call in or email inspection requests for each phase of construction prior to proceeding with construction and/or covering work. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection(s) requested. Passed inspections allow construction to proceed to the next stage. Failed inspections shall be corrected and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction. Please see the Plan Review documents for required inspections list. Reviewed, stamped Job Copy plans, Construction Documents, Energy reports, Plan Review documents, Manufacturer’s installation instructions, test reports and test certificates, and other documentation pertinent to the permitted project must be on-site and available to the Inspector upon request. The following is a list of common inspections types but is not all-inclusive and may change. It is important to check with the Jurisdiction prior to construction on the required inspections. The City of Hutto has adopted the following Codes: 2018 editions of the International Building Code (IBC), International Fire Code (IFC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Residential Code (IRC), 2018 International Energy Conservation Code (IECC) and 2017 National Electric Code.

Pre-Construction Site Evaluation (if required):

- ❑ Prior to construction, ATS will conduct a site review to help identify building locations, erosion control measures, water quality protection issues and other pre-construction requirements. ATS will utilize the approved site plan as the basis for the inspection and will rely on surveying services provided by the applicant or others.
- ❑ Portable toilet facility and trash receptacle on site.

Temporary Construction Power

- ❑ Meter base and panel set per NEC with regard to under-ground or over-head electrical connection. T-pole braced on at least two (2) sides.
- ❑ Ground-fault circuit protection on all 110/ 220-volt receptacles and proper grounding means must be in place.
- ❑ Job-site address must be visible from street.

### Plumbing Rough-In and Layout Inspection

- To be made after the soil, drain and waste piping is installed within the confines of a slab form and prior to any backfill or placement of concrete.
- A water test with a 10-foot head pressure or 5-PSI air test shall be performed on the entire system to verify tightness of the system.
- Building drain must be sleeved where passing through exterior beam. Sleeve shall be sealed tight around the building drain to prevent insect intrusion.
- All drain and waste piping installed with slope required for pipe size.
- Finished floor elevation allowing proper drainage around structure.

### Sewer/Water Yard Line Inspection

- To be made after trenches are excavated, piping installed and tested, and before any backfill is placed.
- All necessary main supply shut-off valve(s) and/or back flow prevention devices installed on water supply and where necessary, any backwater prevention valve(s) installed on building sewer piping.
- Minimum buried depth of 12-inches. Trench is void of rocks, debris and bedded with sand. Sewer piping has slope required for pipe size.
- Clean out(s) installed and tap connection complete at main.

### In-Slab Water Distribution Piping (Plumbing Copper)

- A pre-pour inspection is required by the design engineer or architect. Forms erected and floated, reinforcement steel and/or post-tension cables in place, grade beams cleaned and have been properly cut, vapor barrier installed and intact. Plans must be on-site.
- All rough-in plumbing, in-slab electrical or other conduit in place.
- All in-slab water distribution piping is installed within the confines of slab form and prior to any backfill or placement of concrete.
- Copper water lines shall be sleeved and protected from dissimilar metals.
- In-slab water distribution piping is insulated within 12-inches from slab exterior and pressure tested to a minimum 80 PSI.
- “UFER” ground wire bonded to reinforcing steel or alternate means of ground protection installed.

### Frame Inspection

- Frame Inspection  
To be made after the roof, all framing, fire blocking and bracing are in place. All concealing wiring, all pipes, chimneys, ducts and vents are complete.  
Construction plans, documents, and engineered product specifications are on-site.
- Electrical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of batt insulation and/or sheetrock. All branch circuit and dedicated wiring, boxes, conduit, panel(s) in place and properly secured. Cold-water ground wire is installed to copper water distribution piping.
- Plumbing Top-Out Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all water distribution, soil, waste and vent piping and gas piping is complete and tested, and prior to the installation of insulation and/or sheetrock. A full system water pressure test or 50-PSI air test is required for inspection of the water distribution piping. For structures two-stories or more, tub(s) and/or shower pan(s), and drain, waste and vent piping shall have a water



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test performed to verify tightness of the system. Gas piping shall have a minimum 10-PSI air test performed to verify tightness.

- Mechanical Rough-In Inspection – to be made after the roof, framing, fire blocking and bracing is in place and all ducting, and all HVAC rough-in equipment and components are complete, and prior to the installation of batt insulation and/or sheetrock.

### Sheathing Inspection

- To be completed prior to the application of air barrier wrap, masonry ties and/ or lath. This inspection is intended to evaluate the wall bracing elements required by the adopted code.

### Re-Frame, Fire-stop & Insulation (Energy 1) Inspection

- Correction items from previous Frame and MEP rough-in inspection(s) are complete.
- To be made after all batt insulation is in place and all exterior and plate penetrations have been sealed. Requirements of the International Energy Conservation Code are enforced.

### Lath and Masonry Tie Inspection

- Lath inspections are to be completed when the lath is completed and prior to stucco application. Brick tie inspections are to be called prior to the masonry veneer installation.

### Wallboard

- To be made after all wallboard is installed and fastened and prior to taping/float skim coats.

### Gas Test and/ or Electrical Service Inspection

- Gas piping is complete with all gas stop valves installed and all gas flex piping connected to appliance(s). Gas stop valves are readily accessible. A minimum 10-PSI air test is performed on gas piping to verify tightness of system.
- Electrical service wiring and main disconnect is installed and ready to be energized. Address is posted and visible from street for all inspections.

### Final Inspections

- Building Final/Certificate of Occupancy – to be made after the building is complete and ready for occupancy. All prior inspections have passed and re-inspection fees paid.
- Electrical Final Inspection – to be made after the building is complete, all required electrical fixtures are in place and properly secured, connected or protected all panel(s) are labeled and system is energized.
- Plumbing Final Inspection – to be made after the building is complete, all plumbing fixtures are in place and properly connected, gas meter is set and the structure is ready for occupancy. To include required TCEQ Customer Service Inspection.
- Mechanical Final Inspection – to be made after the building is complete, the mechanical system is in place, properly connected and operating and the structure is ready for occupancy.

Attachment "B"

**Plan Review Fees:**

Residential Code Plan Review: \$80.00 each. \*

\*Remodels and/or projects equal to or less than 1,000SF, Plan Review: \$75.00

\*Revisions-Resubmittals \$25.00 each

Commercial and Multi Family Plan Review Projects: \$95.00/HR. \*

\* Revisions-Resubmittals \$95.00/HR

Consultation Services: \$95.00/Hour, one hour minimum. \*

\*includes but not limited to, meetings, conferences, and phone consultations.

**Residential Inspections**

|                                                                                           |         |
|-------------------------------------------------------------------------------------------|---------|
| Temporary electrical service                                                              | \$65.00 |
| Plumbing rough-in/foundation layout                                                       | \$65.00 |
| Water/sewer yard-lines                                                                    | \$65.00 |
| Copper/PEX                                                                                | \$65.00 |
| Combination inspections (frame & MEP rough in                                             | \$65.00 |
| Re-frame and Insulation inspections                                                       | \$65.00 |
| Wallboard inspections                                                                     | \$65.00 |
| Sheathing inspections                                                                     | \$65.00 |
| Final inspections (combination)/ Certificate of Occupancy                                 | \$65.00 |
| TCEQ Customer Service Inspection (CSI)                                                    | \$65.00 |
| Gas test/Electrical service inspection                                                    | \$65.00 |
| Additional inspections to include but is not limited to driveway, fence, pool, demolition | \$65.00 |
| Remodeling/alterations to existing structure                                              | \$65.00 |
| Re-inspections                                                                            | \$65.00 |

Commercial and Multi Family Inspections: \*

|                             |          |
|-----------------------------|----------|
| Plumbing Rough              | \$85.00  |
| Foundation Pre-pour         | \$85.00  |
| Water/Sewer Line            | \$85.00  |
| Copper/PEX                  | \$85.00  |
| Sheathing                   | \$85.00  |
| Framing                     | \$85.00  |
| Mechanical Rough            | \$85.00  |
| Electrical Rough            | \$85.00  |
| Plumbing Top Out            | \$85.00  |
| Shear Wall                  | \$85.00  |
| Insulation                  | \$85.00  |
| Wallboard                   | \$85.00  |
| Final Building              | \$85.00  |
| Final Mechanical            | \$85.00  |
| Final Electrical            | \$85.00  |
| Final Plumbing              | \$85.00  |
| Customer Service Inspection | \$85.00  |
| Med-Gas                     | \$250.00 |
| Re-inspections              | \$85.00  |

\*Inspections may be combined where appropriate without additional fee.

ROW Inspections

|                                                       |              |
|-------------------------------------------------------|--------------|
| Residential Drive- Way Inspections and Re-inspections | \$65.00 each |
| Commercial Drive-Way Inspections and Re-Inspections   | \$85.00 each |
| Sewer Taps Inspections and Re-Inspections             | \$65.00 each |
| Sidewalk Inspections and Re-Inspections               | \$65.00 each |

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER**  
**FOR CONTRACTS WITH THE CITY OF HUTTO, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**Application.** This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF HUTTO, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, “Plan Review, Inspection Service and Jurisdiction Service Agreement, dated [REDACTED], 2022” (attached hereto) of Arch Technical Services, LLC, (dba ATS Engineers, Inspectors & Surveyors), a Texas Limited Liability Company (“Vendor”).

**Payment Provisions.** The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the Contract.

**Multiyear Contracts.** If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Cancellation.** the City reserves the right to cancel the Contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This Contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the Contract through the next period.

**Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies, or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Compliance with all Codes, Permitting and Licensing Requirements.** The Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution). The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid. Nothing in the Contract requires that funds be assessed or collected or that a sinking fund be created

**Indemnity and Independent Contractor Status of Vendor. VENDOR SHALL INDEMNIFY, SAVE HARMLESS AND DEFEND THE CITY, ITS PAST, PRESENT, AND FUTURE OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE CONTRACT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE VENDOR ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT THE VENDOR AND ANY EMPLOYEE OR SUB-CONTRACTOR OF VENDOR SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY. THE VENDOR SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY'S WORKERS' COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. THE CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL VENDOR'S EMPLOYEES,**

**REPRESENTATIVES OR SUB-CONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY PROPERTY OR THEIR INTERACTION WITH CITY EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY'S WORKPLACE.**

**Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract. The City of Hutto retains all governmental immunities.

**Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Williamson County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the Contract.

**No Third-Party Beneficiaries.** The Contract is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, the Contract shall not be deemed to create any rights in or obligations to any third parties.

**No Personal Liability.** Nothing in the Contract is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to the Contract.

**No Joint Enterprise.** The Contract is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Anti-Boycott Israel Verification.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

**Iran, Sudan, and Foreign Terrorist Organizations.** The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Vendor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**Verification Regarding Energy Company Boycotts.** To the extent the Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Vendor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

**Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent the Contract constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, the Vendor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Vendor understands “affiliate”

to mean an entity that controls, is controlled by, or is under common control with the Vendor and exists to make a profit.

CITY OF HUTTO, TEXAS

By: \_\_\_\_\_  
Isaac Turner, Interim City Manager

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

\_\_\_\_\_  
Vendor

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

Name: \_\_\_\_\_

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

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

# AGENDA ITEM REPORT

## 10.1.



**To:** City Council  
**Subject:** An ordinance of the City of Hutto, Texas, amending the budget for the fiscal year of October 1, 2021 through September 30, 2022, by appropriating and setting aside the necessary funds for additional expenditures, in accordance with existing statutory requirements; finding municipal purposes; providing for a severability clause; and providing for an effective date. (First Reading)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Finance /  
**Staff Contact:** Angie Rios

### BACKGROUND INFORMATION:

Budget amendments are required to increase the budget or to move budgeted amounts between departments.

### SUMMARY OF REQUEST:

An increase to the General Fund budget for the Interim City Manager agreement (\$120,000) and for the WCCHD budget for an increase in the contract amount.

An increase to the Utility Fund budget for the first phase of the Water and Wastewater Master Plan.

An increase to the Utility Impact Fee budget for the second phase of the Water and Wastewater Master Plan.

An increase to the EDC budget approved by the EDC board for land option payments.

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. Budget Amendments 2-17-21
2. Budget Amendment O-2022-005

**EXHIBIT A**  
**Budget Amendments**  
**2/17/2021**

**General Services - Operating Fund (Fund 10)**

| Division                                                                          | Original Budget | Proposed Budget Amendment | Revised Budget |
|-----------------------------------------------------------------------------------|-----------------|---------------------------|----------------|
| <b>City Manager</b>                                                               |                 |                           |                |
| Contract Labor                                                                    | -               | 120,000                   | 120,000        |
| To adjust the budget for the Interim City Manager contract                        |                 |                           |                |
| <b>City Council</b>                                                               |                 |                           |                |
| WCCHD                                                                             | 62,200          | 3,500                     | 65,700         |
| To adjust the budget for the increase in the contract based on population growth  |                 |                           |                |
| <b>Finance</b>                                                                    |                 |                           |                |
| Salaries 10-020-001-6001                                                          | 703,923         | (40,000)                  | 663,923        |
| <b>Municipal Court</b>                                                            |                 |                           |                |
| Salaries 10-020-011-6001                                                          | 111,020         | 40,000                    | 151,020        |
| To add a Deputy Court Clerk position and remove an Accounting Specialist position |                 |                           |                |
| <b>City Secretary</b>                                                             |                 |                           |                |
| Software Licensing 10-060-003-6412                                                | 40,000          | 10,000                    | 50,000         |
| To adjust the budget for an upgrade to the website for secure forms creation      |                 |                           |                |

**Utility Fund (50)**

| Division                                                                               | Original Budget | Proposed Budget Amendment | Revised Budget |
|----------------------------------------------------------------------------------------|-----------------|---------------------------|----------------|
| Engineering Services                                                                   | 45,000          | 150,000                   | 195,000        |
| To increase the budget for Phase 1 of the water and wastewater master plan development |                 |                           |                |

**EXHIBIT A**  
**Budget Amendments**  
**2/17/2021**

**Utility Impact Fee Fund (52)**

| Division                                                                               | Original Budget | Proposed Budget<br>Amendment | Revised Budget |
|----------------------------------------------------------------------------------------|-----------------|------------------------------|----------------|
| Professional Services - Water                                                          | -               | 250,000                      | 250,000        |
| Professional Services - Wastewater                                                     | -               | 200,000                      | 200,000        |
| To increase the budget for Phase 2 of the water and wastewater master plan development |                 |                              |                |

**CDC/EDC**

| Division                                                                          | Original Budget | Proposed Budget<br>Amendment | Revised Budget |
|-----------------------------------------------------------------------------------|-----------------|------------------------------|----------------|
| Business Incentives 35-500-008-6550                                               | 917,500         | 50,000                       | 967,500        |
| To adjust the budget for an amendment approved by the EDC board for land options. |                 |                              |                |

**ORDINANCE NO. O-2022-005**

**AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES, IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Hutto adopted the City's Fiscal Year 2021-2022 Budget in September of 2022; and

**WHEREAS**, pursuant to Texas Local Government Code, Section 102.010, the City Council has determined that it is necessary to amend the City's FY 2021-2022 Budget, and that the budget amendment serves a municipal purpose.

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

**SECTION 1.** That the appropriations for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the support of the general government of the City of Hutto, Texas, be amended as shown in Exhibit A.

**SECTION 2.** That the amendment, as shown in words and figures in Exhibit "A", is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2021 through September 30, 2022.

**SECTION 3.** The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this Ordinance in the manner and for the length of time prescribed by law and the City Charter.

**SECTION 4.** A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Tex. Loc. Gov't. Section 102.011.

**SECTION 5.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 6.** All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

**SECTION 8.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter. 551, Tex. Gov't. Code

**READ and APPROVED** on the first reading this the **17th** day of **February 2022**.

**READ, PASSED, and ADOPTED** on the second reading of this **3rd** day of **March, 2022** at a regular meeting of the City Council of Hutto, there being a quorum present.

CITY OF HUTTO

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Mike Snyder, Mayor

ATTEST

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City Secretary

# AGENDA ITEM REPORT

## 11.1.



**To:** City Council  
**Subject:** Presentation of and possible action on Resolution R-2022-016 for the results from City Council Strategic Visioning Session (City Manager Turner)  
a. Expectations  
b. Core Values  
c. Pillars (Goals)  
**Meeting:** Thursday, February 17, 2022  
**Department:** City Manager /  
**Staff Contact:** Isaac Turner

### BACKGROUND INFORMATION:

The City Council of Hutto held a Strategic Visioning Retreat on Friday, January 28, and Saturday, January 29, 2022, for the purpose of developing a clear strategic vision for the future. Strategic Government Resources (SGR) was enlisted to facilitate the retreat. Six (6) of the six (6) council members and the mayor were in attendance, as well as the interim city manager. Dr. Scott Willingham, Senior Vice President for SGR, facilitated the strategic visioning process.

### SUMMARY OF REQUEST:

As developed collaboratively during the Jan. 29, 2022, strategic visioning, City Council is asked to approve the following as their Behavioral Expectations for themselves and each other as a Council:

1. Discuss respectfully. (Take turns. Don't interrupt. No accusatory or inflammatory language. Respect the stance.)
2. Focus on the problem, not the person.
3. Stay on your sacred ground. (Don't shrink, and don't puff up.)
4. Think before you speak. (Be responsive, not reactive.)
5. No back channeling.
6. Don't go to bed angry after Council meetings.

Also developed together during the strategic visioning, City Council is asked to approve the following as their Council Core Values:

1. Honesty and integrity
2. Cooperation, collaboration, and compromise
3. Mutual respect with equal voices
4. Servant leadership
5. Consistency
6. Forward thinking

# AGENDA ITEM REPORT

## 11.1.



Further, as developed together during the strategic visioning, City Council is asked to approve the following as the City's overall Pillars, which will be further developed with specific focus areas and measurable goals in the coming weeks:

- A. Maintain financial sustainability.
- B. Create the highest quality of life. (To include but not be limited to parks, trail systems, recreational facilities.)
- C. Grow responsibly and sustainably. (To include but not be limited to infrastructure, water, city services, diverse tax base, mix of commercial and residential, EDC.)
- D. Operational excellence, both internally and externally. (Efficient. Collaborative. Partnerships.)

NOTE: Additional Council discussion is needed around another potential pillar/goal that was explored during the strategic planning session: Be a desirable City. (Highest level of public services. Diverse and inclusive. Downtown/Co-Op. Vibrant public life. Parking lots.)

### STAFF REVIEW:

### FINANCIAL IMPACT:

None known at this time

### POLICY IMPLICATIONS:

None known at this time

### ATTACHMENTS:

1. 2022 01 29 Hutto Council Retreat FINAL REPORT
2. 20220217-Hutto-Res-Strategic Plan 2022 clean



**City of Hutto**  
**Strategic Visioning Process**  
**January 28 & 29, 2022**

**Introduction**

The City Council of Hutto held a Strategic Visioning Retreat on Friday, January 28 & Saturday, January 29, 2022, for the purpose of developing a clear strategic vision for the future. Strategic Government Resources (SGR) was enlisted to facilitate the retreat. Six (6) of the six (6) Council Members and the Mayor were in attendance as well as the Interim City Manager. Dr. Scott Willingham, Senior Vice President for SGR, facilitated the strategic visioning process. This report is a summary of the key points discussed and the Strategic Pillars that the Council identified for their vision.

**The Five Dysfunctions of a Team & Expectations Around Conflict**

The facilitator guided an interactive workshop based upon Patrick Lencioni's book "The 5 Dysfunctions of the Team." This discussion provided a foundation for the development of "Expectations Around Conflict" as well as Core Values for the effective teamwork of the Council. Lencioni's "5 Dysfunctions" include "Fear of Conflict." The council discussed healthy conflict and ways to ensure that proper expectations are in place as conflict arises. They developed their own "Expectations Around Conflict."

The **Expectations Around Conflict** prioritized from the workshop were:

1. **Respect One Another** (Accomplished through but not limited to:)
  - **Don't Interrupt**
  - **Take Turns**
  - **No Accusational/Inflammatory Language**
  - **Respect the Stance (even if you don't agree with it)**
2. **Focus on the Problem and not the Person/Personal**
3. **Give the Benefit of the Doubt & Erase Assumptions**
4. **Stay on Your Sacred Ground--Don't Shrink; Don't Puff Up**
5. **Think Before You Speak—Be responsive and not reactive**
6. **No Back Channeling**
7. **Don't go to Bed (leave council meetings) Angry**

## **Core Values for the City Council**

The facilitator lead an interactive workshop on Core Values for the City Council. The council worked individually, then in pairs and finally as a whole to develop the following Core Values for guiding themselves towards the highest standards:

1. **Honesty & Integrity**
2. **Cooperation, Compromise and Collaboration**
3. **Mutual Respect with Equal Voices**
4. **Servant Leaders/Leadership**
5. **Consistency**
6. **Forward-thinking**

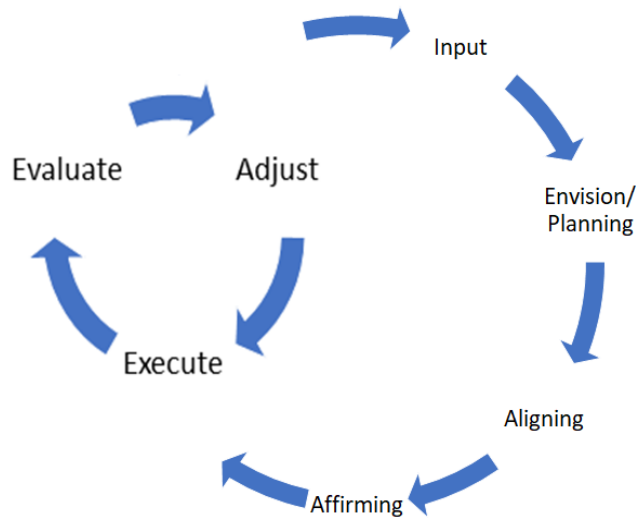
Note: these core values are to guide the council's effectiveness and behaviors. They are not intended for the city staff.

## **Introduction to The Strategic Visioning Cycle**

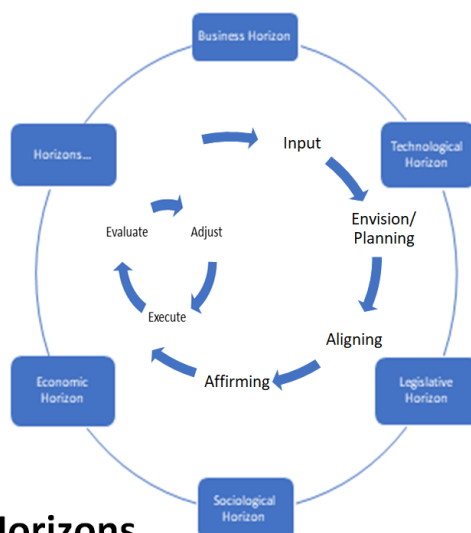


The facilitator overviewed the above “Cycle of Strategic Visioning/Planning,” indicating that the workshop would begin the process at “CC Envisions.” The facilitator recommended the council follow through with the cycle and refresh it on at least an annual basis.

## Strategic Cycle with the Tactical Cycle Imbedded



The facilitator explained that ideally there are two cycles: the larger cycle representing strategic envisioning accomplished by the council and the smaller cycle of tactical correcting and adjusting accomplished by the staff.



### **Futurist Horizons**

The horizons listed illustrate that incursion, the unexpected, trends, changes and the seemingly unexpected are a part of the visioning process. The facilitator encouraged

the team to boldly dream while keeping a close eye on these “strategic foresight horizons.”

**Effective Board Governance Presentation with Q&A** The board participated in a presentation from the facilitator on the responsibility and roles of an effective board. SGR’s Effective Board Governance Polarity Scale was used to help each participant engage with the city’s current health with regards to board governance. A part of this presentation included the board discussing how they assessed what is going well and what needs improvement/growth in regard to board governance.

### **Strategic Pillars for the Future**

The Council was asked to prioritize the big “pillars” or priorities toward which they should direct the city. These should span beyond the one-year horizon and reach forward towards five to seven years. Each council member wrote three (3) to five (5) pillars and then combined these with other council members. Working with one another, they collaborated to come up with the following list of pillars/priorities:

The Council identified 4 Key Pillars for the future:

#### **1. Maintaining Financial Stability**

#### **2. Creating the Highest Quality of Life**

- Through but not limited to Parks, Trail Systems and Recreational Facilities

#### **3. Building upon Responsible & Sustainable Growth**

- Through but not limited to Infrastructure (water treatment), City Services, Diverse Tax Base with a mix of residential and commercial, and economic development (EDC)

#### **4. Collaborating for Operational Excellence & Efficiency**

- That is not limited to but includes and encourages collaborative internal & external partnerships

The Council identified a possible 5th Key Pillars for further discussion:

#### **5. Becoming a Desirable City**

- Through but not limited to the highest level of Public Safety, Diverse & Inclusive development, a strong and growing Downtown & Old Town, a vibrant Public Life

### **Mile-markers for the Strategic Pillars**

Due to the limited time available, the Council did not establish any mile-markers for each of the strategic pillars. Mile-markers for each of the Strategic Pillars would indicate that they are moving in the right direction and at the right speed toward establishing each Pillar. Mile-markers from the council ensure that that staff understands what each pillar means. They are intended to give the staff direction as they develop a work plan that is in alignment with the Strategic Vision of the Council. The facilitator encouraged the council to further define each of the pillars through mile-markers in a future meeting. The Interim City Manager offered to include the staff in recommending Mile-markers to the council.

### **Summary**

Hutto's City Council is to be commended for moving through a proven process that strengthened culture and relationships while establishing a strategic vision for the future. The council developed and established six (6) "Expectations Around Conflict," and six (6) "Core Values" to strengthen council teamwork and relational trust. After engaging in robust dialogue around the facilitator's presentation of "Good Governance," the council created four (4) "Strategic Pillars" for the future of the City with an additional pillar to be further discussed and potentially developed for the future. Due to the shortness of time, "Mile-markers" that would provide steps towards the pillars were not developed.

### **Recommendations**

SGR recommends that the Council adopt these Strategic Pillars at a regular Council Meeting, and that the plan be reviewed regularly to determine what progress is being made and how the plan needs to be adjusted to keep it relevant. SGR recommends this report be used as an ongoing document—a working document to guide the city in achieving these pillars. Refer often to what you have accomplished through your Strategic Visioning Process and City Manager Search Process.

Regarding "Mile-markers" for your Pillars, consider asking your Interim City Manager to further develop these with senior staff. As the above depicted cycle of strategic planning recommends, these would be brought back to council for evaluation and approval.

To facilitate the best governance environment and to maintain clarity on the roles of Council and Staff, it may be helpful to review the city's current protocol for Council in engaging with staff and reaffirm their commitment to it.

**CITY OF HUTTO, TEXAS  
RESOLUTION NO. R-2022-016**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, ADOPTING THE  
2022 STRATEGIC PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Hutto City Council and city staff conducted strategic planning work sessions on January 28 and 29 of 2022 for the purpose of developing a clear strategic vision for the future of the City of Hutto; and

**WHEREAS**, strategic planning is a disciplined effort to produce fundamental decisions and actions that shape and guide the organization; and

**WHEREAS**, there are numerous benefits to strategic planning, including increasing the organization's effectiveness and efficiency, improve understanding through better learning, make better decisions, enhance organizational capabilities, improve communications and public relations; and

**WHEREAS**, the City of Hutto engaged the services of Strategic Government Resources (SGR), and the strategic planning session was facilitated by Dr. Scott Willingham, Senior Vice President of SGR; and

**WHEREAS**, the City Council and city staff identified key priorities that address expectations, core values and strategic pillars; and

**WHEREAS**, the establishment of these priorities provides the framework for the development of the City of Hutto and gives city staff both a direction and a sense of purpose to the actions of the community and its organizations; and

**WHEREAS**, the City Council has reviewed the proposed strategic plan including the expectations, core values and pillars, as outlined in the attached documents at their February 17, 2022 regular meeting.

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

**SECTION 1:** The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** That the Hutto City Council hereby approves and adopts the 2022 Strategic Plan, including the expectations, core values and pillars as outlined in Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

**SECTION 3:** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**CONSIDERED and RESOLVED** by the City Council of the City of Hutto on this the 17<sup>th</sup> day of February, 2022.

**THE CITY OF HUTTO, TEXAS**

---

Mike Snyder, Mayor

**ATTEST:**

---

Angela Walton, Interim City Secretary

**APPROVED AS TO FORM:**

Dorothy Palumbo  
City Attorney

By: \_\_\_\_\_  
Cristian Rosas-Grillet  
Assistant City Attorney

## **EXHIBIT A – 2022 STRATEGIC PLAN**

# AGENDA ITEM REPORT

## 11.2.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution No. R-2022-014 authorizing the City Manager to execute the First Amended and Restated Agreement between the City of Hutto and ACDI Clawson Disposal, Inc., for collection and disposal of solid waste and recycling services. (Legal - C. Rosas-Grillet)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Legal /  
**Staff Contact:**

### BACKGROUND INFORMATION:

On August 15, 2019, the City Council approved Resolution No. 19-05-15-8C authorizing the City Manager to execute a contract amendment with ACDI Clawson Disposal, Inc. for collection and disposal of solid waste and recycling services.

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. R-2022-014 Hutto Resolution Approving ACDI
2. 20200215-Hutto-Agmt-ACDI Agreement

**RESOLUTION NO. R-2022-014**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING A FIRST AMENDED AND RESTATED CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES BETWEEN AL CLAWSON DISPOSAL, INC. AND THE CITY OF HUTTO; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to enter into a First Amended and Restated Contract for Solid Waste and Recycling Services between Al Clawson Disposal, Inc. and the City of Hutto; and

**WHEREAS**, the City Council desires to authorize the Interim City Manager to execute the Contract, attached as Exhibit A.

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

**SECTION 1:** The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** That the Hutto City Council hereby approves and authorizes the Interim City Manager to execute the Contract, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

**SECTION 3:** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 17th day of February, 2022.

\_\_\_\_\_  
Mike Snyder, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

Approved as to Form:

Dorothy Palumbo  
City Attorney

By:\_\_\_\_\_  
Cristian Rosas-Grillet  
Assistant City Attorney

**FIRST AMENDED AND RESTATED CONTRACT FOR SOLID WASTE AND  
RECYCLING SERVICE**

This First Amended and Restated Contract for Solid Waste and Recycling Services (“Agreement”) is made, entered into, and effective as of the \_\_\_\_ day of February, 2022 (“Effective Date”), by and between the City of Hutto, a Texas home-rule municipal corporation (“City”), and Al Clawson Disposal, Inc. (“Contractor”).

**WITNESSETH:**

**WHEREAS**, in 2015 Contractor and its competitors submitted competitive proposals and bids to provide Refuse collection and Disposal within the City and to perform incidental work (the “Services”); and

**WHEREAS**, City negotiated in good faith with Contractor and its competitors for the Services; and

**WHEREAS**, City granted Contractor a franchise to use the streets and public ways for a five year term; and

**WHEREAS**, City and Contractor entered into a Contract for Solid Waste and Recycling Services, providing for Contractor to have a seven-year exclusive contract to provide the Services within the City; and

**WHEREAS**, Contractor has provided the Services in a good and satisfactory manner; and

**WHEREAS**, on August 15, 2019, the City Council adopted Resolution No. R-19-08-15-8C, authorizing the City Manager to execute a contract amendment for collection and disposal of solid waste and recycling services; and

**WHEREAS**, the City and the Contractor desire to amend and restate the Original Contract and Amendments in their entirety to clarify the rights and obligations of the City and the Contractor in the Original and First Amended Contract for Solid Waste and Recycling Service and to comply with applicable laws; and

**WHEREAS**, the Council finds this Agreement is in the best interest of the public and provides for good and acceptable services within the City at reasonable costs; and

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The City Charter requires, among other things, that persons, firms and entities may not use or occupy the city streets and alleys to provide utility or public services to property adjacent to such streets and alleys unless first granted a franchise, license or permit by the City. Contractor has been granted a non-exclusive franchise and license to use the City streets and public right-of-ways to provide the services authorized pursuant to this Agreement. The term of such franchise is seven years, ending February 1, 2023; provided the Council may by ordinance grant extensions of the franchise for periods of two years so long as all extensions granted do not exceed a total of six

years. The limitation on the extension of the franchise does not imply the Council cannot grant a new franchise to the Company upon the expiration of the franchise.

2. Contractor is hereby granted the sole and exclusive contract by the City to provide Solid Waste collection and disposal services within the territorial jurisdiction of the City. Contractor is also granted a contract to provide recycling services within the City, and all recycling, collection and disposal services shall be provided in compliance with this Contract and Exhibit "A". Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary and useful to provide recycling services, and refuse collection, removal and disposal services, for all residential and commercial customers as specified, and to perform all of the work called for and described in the contract documents. The capitalized words used in this Section 2 are defined in Exhibit "A".

3. The contract documents shall consist of and include the following documents, and this Agreement hereby expressly incorporates the same herein as if set forth verbatim herein:

- a. The Solid Waste Collection and Disposal General Conditions, attached hereto and incorporated herein for all purposes as Exhibit "A";
- b. Attachment 1 to Exhibit "A";
- c. Contractor's proposal document submitted in response to Request for Proposals 15-12 Solid Waste and Recycling Services as Exhibit "B";
- d. The Resolution authorizing and approving this Agreement;
- e. Certificates of Insurance; and
- f. Written addenda and amendments to the foregoing documents agreed to by Contractor and approved by the City Council.

4. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Agreement shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

5. This Agreement is entered into subject to the following conditions:

- a. Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Contract Documents.
- b. Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, act of God, or similar or different contingency beyond the reasonable control of the Contractor; provided that Contractor shall act in a prompt and timely manner to cure any such impediment or failure to perform.

c. In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then, such provisions or portion shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion thereof within the contract document; provided that, if Contractor seeks to invalidate or void any term or provision of this Agreement, this Agreement shall, at the sole discretion of the City, be terminated and become null and void.

d. Contractor shall pay a license, permit and franchise fee to the City, during the initial and any extended term of this Agreement, as provided in the Franchise.

6. The City may initiate, and may require Contractor to provide, expanded recycling or green waste services. The City may require such services to begin at anytime during the term of this Agreement. The City may require such services to be provided at one of the levels of service proposed by Contractor during the negotiation of this Agreement, or any combination thereof. In such event, if the City and Contractor cannot agree on the recycling services to be provided, or upon rates and charges therefore acceptable to the City, this Agreement and the Franchise granted to Contractor may be terminated; provided the City may not terminate this Agreement pursuant to this paragraph prior to the third anniversary of this Agreement.

IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents, hereto affix our signatures and seals at Hutto, Texas, as of this the \_\_\_\_ day of February, 2022.

**City of Hutto**

By: \_\_\_\_\_  
Name: Mike Snyder  
Title: Mayor

By: \_\_\_\_\_  
Name: Angela Walton  
Title: City Secretary

**Al Clawson Disposal, Inc.**

By: \_\_\_\_\_  
Name: Troy Clawson  
Title: Vice President

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

Name: Tanya Clawson

Title: Secretary

## **Exhibit “A”**

### **SOLID WASTE AND RECYCLING SERVICE GENERAL SPECIFICATION**

- 1.00 DEFINITIONS
  - 1.01 Bulky Waste
  - 1.02 Bundle
  - 1.03 Cart(s)
  - 1.04 City
  - 1.05 Commercial
  - 1.06 Construction Debris
  - 1.07 Container
  - 1.08 Contract Documents
  - 1.09 Contract Year
  - 1.10 Contractor
  - 1.11 Customer
  - 1.12 Dead Animals
  - 1.13 Disposal Site
  - 1.14 Garbage
  - 1.15 Hazardous Waste
  - 1.16 Landfill
  - 1.17 Multi-Family
  - 1.18 Producer
  - 1.19 Refuse
  - 1.20 Residential and Commercial Refuse
  - 1.21 Residential Unit
  - 1.22 Rubbish
  - 1.23 Recycling
  - 1.24 Stable Matter
- 2.00 SCOPE OF WORK
- 3.00 TYPE OF COLLECTION
  - 3.01 Services Provided
  - 3.02 Location of Containers, Bags, and Bundles for Collection
  - 3.03 Performance Standards
- 4.00 OPERATION
  - 4.01 Hours of Operation
  - 4.02 Routes of Collection
  - 4.03 Holidays
  - 4.04 Complaints
  - 4.05 Collection Equipment
  - 4.06 Office
  - 4.07 Hauling
  - 4.08 Disposal
  - 4.09 Notification
  - 4.10 Point of Contact

- 5.00 LEGAL REQUIREMENTS
  - 5.01 Venue
- 6.00 EFFECTIVE DATE
- 7.00 NONDISCRIMINATION
- 8.00 INDEMNITY
  - 8.01 Liens
- 9.00 LICENSES AND TAXES
- 10.00 TERMS
- 11.00 INSURANCE
- 12.00 BASIS AND METHOD OF PAYMENT
  - 12.01 Rates
  - 12.02 Modification to Rates
  - 12.03 City to Act as Collector
  - 12.04 Delinquent and Closed Accounts
  - 12.05 Contractor Billing to City
- 13.00 NON-TRANSFERABILITY
- 14.00 RIGHTS OF CONTRACTOR
- 15.00 OWNERSHIP
- 16.00 EXCLUSIONS
- 17.00 SUBCONTRACTOR
- 18.00 RIGHTS OF THE CITY
- 19.00 PROHIBITIONS AND ADDITIONAL REGULATIONS
- 20.00 RECYCLING

1.00 DEFINITIONS.

1.01 Bulky Waste - Stoves, refrigerators, hot water heater, washer and dryer machines, furniture and other similar household waste materials.

1.02 Bundle - Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four feet in length or 50 pounds in weight.

1.03 Cart(s) - Waste receptacle provided by the Contractor not to exceed ninety five (95) gallon capacity.

1.04 City - City of Hutto.

1.05 Commercial - any retail, commercial, industrial, manufacturing or multi-family use or service. This definition and category includes all businesses and places that generate Refuse and service units, other than a "Residential Unit" as hereinafter defined.

1.06 Construction Debris - Waste building materials resulting from construction remodeling, repair or demolition operations.

1.07 a. Container - A receptacle with a capacity of greater than 20 gallons, but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The top of the container shall have a diameter greater than or equal to that of the base. The total weight of a container and its contents shall not exceed 60 pounds.

1.07 b. Container Recycle- A receptacle provided by the Contractor not to exceed 95 gallons.

1.08 Contract Documents - The General Specifications, the Rates for Collection and Disposal of Refuse, Certificates of Insurance, and any addenda for changes to the foregoing documents agreed to by the City and the Contractor.

1.09 Contract Year - Each 365 or 366 day period during the term hereof commencing upon the Commencement Date of the agreement and each anniversary thereafter and ending the day prior to the next such anniversary date.

1.10 Contractor - The person, corporation or partnership performing the Refuse collection and disposal under contract with the City.

1.11 Customer - An occupant of a residential, commercial or industrial unit or property within the City who generates Refuse.

1.12 Dead Animals - Animals, or portions thereof, any and all household animals, less than 10 pounds in weight, that have expired from any cause, except those slaughtered or killed for human use.

1.13 Disposal Site - A refuse depository licensed or permitted by the State of Texas, including but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

1.14 Garbage - Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

1.15 Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, or appropriate agency of the state, to be "hazardous" as that term is defined by or pursuant to Federal or State law.

1.16 Landfill - A permitted sanitary landfill of the Contractor's selection.

1.17 Multi-Family - includes all apartment projects and residential dwelling containing three or more units designed and intended for occupancy by a single family.

1.18 Producer - An occupant of a Residential or Commercial Unit who generates Refuse.

1.19 Recyclable Material - This term shall mean and include the following materials, and none other: newsprint, cardboard, glass, aluminum cans, steel food cans and plastic (#1 through #7).

1.20 Recycling - "Recycle" or "Recycling" means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products.

1.21 Refuse - This term means and includes all solid waste and debris that is not Hazardous Materials, including but not limited to Residential and Commercial Refuse, Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated at a Residential or Commercial Unit, or a job site unless the context otherwise requires.

1.22 Residential and Commercial Refuse - All garbage and rubbish generated by a Producer at a residential, commercial or industrial occupied property within the City.

1.23 Residential Unit - A single family dwelling and each unit of a multi-family dwelling having no more than three (3) units within the corporate limits of the City. A Residential Unit shall be deemed occupied when water services are being supplied thereto; except when shown otherwise. A garage apartment is separate residential unit.

1.24 Rubbish - All waste wood, wood products, tree trimmings, grass cutting, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, used and discarded shoes and boots, combustible waste pulp and other products, such as those used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter; provided that organic materials, e.g. grass, weeds, flowers, bushes and tree branches resulting from work performed at a Residential Unit or an existing business, by a lawn maintenance or tree trimming service may be disposed of by the lawn maintenance or tree trimming service.

1.25 Solid Waste- means garbage, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and industrial activities, but does not include:

- (a) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under Chapter 26, Texas Water Code.

(b) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction; or

(c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas and are subject to control by the Railroad Commission of Texas.

1.26 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.00 SCOPE OF WORK. The work under this Contract shall consist of the collection and disposal of Residential and Commercial Refuse for all residential, commercial and industrial Customers located within the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 TYPE OF COLLECTION.

3.01 Service Provided.

(a) Contractor shall provide curbside collection of garbage for Residential Units one (1) time per week. No limits shall be enforced for: the first collection following a holiday or the collection week between December 25 and January 1 of each year. Carts, Containers, Bags and Bundles shall be placed at curbside by 6:00 a.m. on the designated collection day. Contractor will provide and maintain one 95 gallon cart or one 65 gallon cart, for each Residential Unit. Collections will include small appliances and small items of furniture, e.g. blenders, microwave ovens, small televisions, water heaters (small enough for one person to easily lift), broken down boxes, and yard clippings. No rocks, dirt, bricks, large furniture, car batteries, oil, oil filters, liquids, or hazardous chemicals will be collected in curbside pickup.

(b) Contractor shall provide curbside collection of recycling for Residential Units one (1) time per week. Carts shall be placed at curbside by 6:00 a.m. on the designated collection day. Contractor will provide and maintain one 95 gallon cart or one 65 gallon cart, for each Residential Unit. Collections will include the following materials: newsprint, cardboard, glass, aluminum cans, steel food cans and plastic (#1 through #7).

(c) The contractor shall provide for the special collection of hauling from Residential Units of Bulky Waste, and Stable Matter. Also, the Contractor may provide for the special collection of Dead Animals over ten (10) pounds at Residential or Commercial Units at its sole discretion and upon such terms as Contractor shall specify provided that the City or any Residential or Commercial Unit may contract with any third party for the collection, hauling and disposal of any such dead animal.

(d) Contractor shall provide an on call/as needed collection of garbage for Residential Units.

(e) Contractor shall provide no limits following a move-out or move-in that has been prescheduled with the Contractor in accordance to Tenant Clean Out.

(f) Contractor shall provide collection service by use of a dumpster for the collection of multi-family, commercial and industrial refuse and waste, to multi-family and the larger commercial and industrial units according to the contract rate. In those instances where the Customer requires additional service, the Contractor shall provide additional collection frequency, multiple collections and Roll-Off Containers according to individual agreement. As appropriate and reasonable given the volume of refuse, Contractor will provide Carts to smaller Commercial and Industrial Units. Contractor will provide hand load service to Commercial Units on an as needed basis. Contractor shall phase in commercial service and complete account transfers by July 31, 2017.

3.02 Location of Carts, Containers and Bundles for Collection. Each Cart, Container, Bag and Bundle shall be placed at curbside or alley for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways (including alleys). Carts, Containers, Bags and Bundles shall be placed as close to the roadway as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart, Container, Bag or Bundle not so placed or any Refuse not in a cart, container, bag, bin or bundle.

3.03 Recycling Services - Contractor will provide for special collection of recyclable materials for all Residential or Commercial Units. Contractor shall collect recyclable materials as part of the Recycling Services, which shall be provided on the same day as refuse collection, or on another day of the week.

3.04 Performance Standards. The following performance goals and standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient and safe services; providing respectful, friendly, responsive communications with customers; and showing a continuing commitment to the community.

(a) Drivers and trash collectors will place residential containers (including any lids) on curb in an upright position.

(b) Drivers and trash collectors will not leave loose trash in the street or yards of customers; If trash falls out of the cans or the trucks, the collectors shall understand the need to pick up the litter.

(c) Drivers will maintain a consistent route schedule so that customers can expect their garbage and/or recycling to be picked up at approximately the same time each day.

(d) Contractor will be responsive to customer complaints and concerns, and customers will be treated with respect and top priority; if a driver misses a pickup, the firm will be committed to returning as soon as possible to collect the trash, with a maximum twenty-four (24) hour response time.

(e) Contractor shall ensure that staff is available by phone Monday-Friday, 8 a.m.-5 p.m. excluding holidays (as noted in 4.03)

(f) Contractor will be an involved member of the community, assisting with community events, neighborhood cleanup initiatives, recycling and solid waste disposal education and other community enrichment programs.

#### 4.00 OPERATION.

4.01 Hours of Operation. Collection of Residential Refuse shall not start before 6:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Commercial refuse and waste may be collected at anytime, around the clock.

4.02 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld. The contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.

4.03 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day  
Independence Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at least once per week.

4.04 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24-hours after the complaint is received. The contractor shall keep and maintain a record of all complaints received during the Term and any extended Term of this Contract.

4.05 Collection Equipment. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.06 Office. The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

4.07 Hauling. All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

4.08 Disposal. All Refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in the rate set forth in the proposal for each Residential Unit serviced by the Contractors.

4.09 Notification. The Contractor shall notify all producers about complaint procedures, rates, regulation, and day(s) for scheduled Refuse collection.

4.10 Point of Contact. Contact regarding legal issues shall be expressly between the Contractor and the Director of General Services or the City Manager.

5.00 LEGAL REQUIREMENTS. Contractor shall comply with federal, state and local laws and mandates relative to the preparation of Submittals and the services to be provided and all applicable federal laws and regulations. Specifically the services to be provided are expected to be in compliance with the: American with Disabilities Act (ADA); Age Discrimination in Employment Act (ADEA); Consolidated Omnibus Budget Reconciliation Act (COBRA); Family and Medical Leave Act (FMLA); Health Portability and Accountability Act of 1996 (HIPAA) and all applicable federal and state requirements, including without limitation, ERISA, the Internal Revenue Code and its corresponding regulations, Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), insurance laws and regulations, and state anti- discrimination requirements. All Submittals will be presumed to comply with all applicable laws.

5.01 Venue. Both the City and the Contractor agree that venue for any litigation arising from a resulting Agreement shall lie in Williamson County.

6.00 EFFECTIVE DATE. This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on February 1, 2016.

7.00 NONDISCRIMINATION. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY. Contractor shall indemnify, save harmless and defend the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees incident to the performance of the resulting Agreement and arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.

8.01 Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting Agreement. At the City's request, the Contractor or subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

9.00 LICENSES AND TAXES. The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

10.00 TERM. The Contract shall be for a seven (7) year period beginning on February 1, 2016 and ending seven (7) years thereafter. The City and Contractor may mutually agree to renew the Contract for three (3) additional renewal terms of two (2) years each. Provided that in the absence of such written notice given by the City, upon the expiration of the seven (7) year term, or any extension thereof, this Contract shall continue on a month to month basis. It is specifically proved that the foregoing limit on the extension of this Contract shall not imply that the City cannot, in its discretion, execute another contract on the termination hereof.

11.00 INSURANCE. The Contractor shall at all times during the Contract maintain in full force and the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

| Coverage's                           | Limits of Liability            |
|--------------------------------------|--------------------------------|
| Workmen's Compensation               | Statutory                      |
| Employers' Liability                 | \$1,000,000.00                 |
| Bodily Injury Liability              | \$1,000,000.00 each occurrence |
| Except Automobile                    | \$1,000,000.00 aggregate       |
| Property Damage Liability            | \$1,000,000.00 each occurrence |
| Except Automobile                    | \$1,000,000.00 aggregate       |
| Automobile Bodily Injury Liability   | \$1,000,000.00 each person     |
|                                      | \$1,000,000.00 each occurrence |
| Automobile Property Damage Liability | \$1,000,000.00 each occurrence |
| Excess Umbrella Liability            | \$2,000,000.00 each occurrence |

A Certificate of Insurance from the Contractor to the City must be provided. The City must be named on the Contractor's Insurance Policy as Certificate Holder.

## 12.00 BASIS AND METHOD OF PAYMENT.

### 12.01 Rates.

(a) The rates, fees and charges payable to the Contractor for solid waste and recycling services pursuant to this Contract shall be as provided in Appendix No. 1 to this Agreement. Contractor shall not exceed the rates as fixed by the Contract Documents or, as permitted for Commercial Customers by contract with the Customer, as adjusted in accordance with paragraph 12.02.

(b) The rates and fees charged by the City to its residents for such services shall be in the discretion of the City Council and shall include sufficient sums to recover its fees and charges for billing and accounting. The actual rates charged to the residential and commercial customers shall be as set by the City Council from time to time.

(c) The fees payable to the Contractor for service to Residential Units shall be based on the actual count and number of the Residential Units served, and City shall be responsible for collections. The City will pay Contractor the Residential Unit fee, provided in Appendix No. 1, each month for Residential Units receiving service.

(d) For special collection provided by the Contractor pursuant to Section 3.01(b), the charges may be negotiated between the Contractor and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

(e) The refuse collection charges provided by Section 12.01(a)-(b), shall include all disposal and related costs.

(f) Contractor shall make Lump Sum Payment to the City in the amount of \$131,122.80 for reimbursement of recycle carts previously purchased by the City. Ownership and obligations of said carts will transfer to Contractor upon payment of specified amount.

### 12.02 Modification of Rates.

(a) The fees which may be charged by the Contractor shall remain in effect until January 31, 2018. Future rate adjustments shall meet the following requirements:

(b) Rate adjustment index based on 80% CPI for Austin-Round Rock-San Marcos, TX, for all Urban Consumers; 20% on Diesel Fuel price index by the United States Department of Energy (DOE); RFP 15-12 Solid Waste and Recycling Services

(c) Rate adjustment requests must be received in writing by August 1 (taking effect October 1 of the same year) prior to the applicable fiscal year or the Contractor forfeits the right to adjust the rate for the upcoming fiscal year. Requested rate changes are required to go through the necessary approval and public posting process prior to becoming effective.

(d) Rate adjustments are effective only after being passed by the City Council through a revision of Ordinance.

12.03 City to Act as Collector. The City shall submit monthly statements to and collect from all Residential Units for services provided by the Contractor pursuant to Section 3.01(a), including those accounts that are delinquent. The Contractor shall submit statements to the City for all billings under Section 3.01(a) for all Residential Units, and the Contractor shall bill and collect directly from all Commercial Units for services that are provided pursuant to Section 3.01(b) and (c). City retains the right to ride with the commercial collection unit once a year to verify the commercial accounts.

12.04 Delinquent and Closed Accounts. The Contractor shall discontinue Refuse collection service at any Residential Unit or Commercial Unit as set forth in written notice sent to it by the City. Upon further notification by the City with respect to a Residential Unit, and upon agreement between Contractor and a Commercial Customer, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. To the extent, if any, permitted by law, the City shall indemnify and hold the Contractor harmless from all claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City. The City will advise Contractor daily of new water connections and disconnections through approved methods.

12.05 Contractor Billing to City. The Contractor shall bill the City for services rendered to Residential Units within ten (10) working days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of said month; provided that Contractor and City will, on either party's request at anytime, audit and confirm the number Residential Units actually being served by Contractor. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents. Commercial Customers and additional services to Residential Units for special collections for which a separate charge is authorized will be billed directly by the Contractor to the customer; provided that Contractor may require advance payment for special collections. The Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

(a) There is a bona fide dispute between the City and Contractor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or

- (b) The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- (c) There is a bona fide dispute between the Contractor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- (d) The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

13.00 TRANSFERABILITY OF CONTRACT. The Contractor shall not accept, sell, transfer or assign its rights or system under the proposed agreement without the approval of the Hutto City Council.

14.00 RIGHTS OF CONTRACTOR. The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract. The Contractor shall at all times have the right of first refusal to the collection of Dead Animals From Residential Units which right shall be exercised or waived immediately on notice from the Residential Unit, and shall be deemed waived if the Residential Unit so elects upon a lower cost being offered by any third party.

15.00 OWNERSHIP. Title to Garbage, Refuse and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs

16.00 EXCLUSIONS. This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in future defined as such by applicable Federal, State or Local laws or regulations, nor be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human waste or stable matter, hazardous waste, auto parts, rocks, liquids, concrete, sand, gravel, dirt, or construction debris; provided that Contractor shall be responsible for and the Owner of any such materials the Contractor agrees to collect or haul.

17.00 SUBCONTRACTORS. Use of Subcontractors or subsidiaries or affiliates of the Contractor, for technical or professional services, shall not be considered an assignment of this agreement; provided that in any such event the Contractor shall be and remain responsible for all services and performance provided under this Contract. However, the City reserves the right to approve in writing the use of specific subcontractors for technical or professional services.

18.00 RIGHTS OF THE CITY.

- (a) The City shall have the right and option to terminate this Contract, after notice to Contractor and hearing, for breach of this Contract or for inadequate quality of service; provided that Contractor shall be given a thirty (30) day period after the hearing in which to cure such breach or inadequate service. In the event a period for curing such breach or inadequate quality of service is provided, a second hearing shall be held at the expiration

of the cure period and this Contract shall not be terminated if it is found that the breach or inadequate quality of service has been cured and resolved during such cure period. In the event the City Council finds, after notice and hearing held at anytime after any previous opportunity to cure, that Contractor has breached this Contract or is providing an inadequate quality of service, the City Council may terminate this Contract. However, if Contractor does not accept this Contract and begin providing the services under this Contract on February 1, 2016, as required to be provided under this Contract, the City may terminate this Contract immediately upon giving written notice to the Contractor.

(b) The City Council shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include the contract fees and charges payable to the Contractor, a fee established by the City Council for the cost of billing and accounting for such services, and any other reasonably related fees and charges.

(c) The City Council shall have the power and authority to regulate any fees and charges established or imposed by the Contractor within the City for any refuse collection and disposal services provided and for which the rates are not established pursuant to this Contract.

19.00 Prohibitions and Additional Regulations. The deposit of cinders or ashes in a cart, container, or dumpster is prohibited, unless the person depositing the same shall first insure that no part of such cinders or ashes are lighted, smoldering or burning. No ashes or cinders of any kind shall, in any event, ever be placed in a cart provided by Contractor. The City and Contractor may adopt additional regulations applicable to refuse and waste disposal that are enforceable by Contractor. In addition, the City reserves all its police powers to regulate by ordinance, rule or regulation, any and all issues with respect to the public health, safety and welfare.

20.00 Recycling. If the City shall, during the term of this Contract, desire to initiate additional Recycling or Green Waste services within the City, Contractor will work with the City to make additional Recycling or Green Waste service available on terms and conditions negotiated between the City and the Contractor. The services and negotiated terms shall not materially differ from those Contractor then has in effect in other cities served by the Contractor pursuant to a contract comparable in scope to this Contract.

21.00 Prohibition on Boycotting Israel. This Section shall only apply in accordance with House Bill 793 of the 86th Legislature if the Contractor has ten (10) or more full-time employees and this Agreement provides \$100,000 or more in compensation to Contractor to be paid wholly or partly from the City's funds. If applicable, pursuant to Section 2270.002, Texas Government Code, City may not enter into a contract for goods or services unless the contract contains written verification that the Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing this Agreement, Contractor verifies that Contractor does not boycott Israel or will not boycott Israel during the term of this Agreement."

22.00 Engaging in Business with Sudan, Iran, or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, Contractor warrants, represents, and agrees that Contractor is not identified on a list prepared and maintained by the Texas Comptroller

of Public Accounts as a company that engages in business with Sudan, Iran, or a foreign terrorist organization.

23.00 Public Information. Contractor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552 of the Texas Government Code in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Upon City's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552 of the Texas Government Code, to City in a non-proprietary format acceptable to City. As used in this provision, "Public Information" shall have the meaning assigned to it in Section 552.002 of the Texas Government Code, but only includes information to which City has a right of access.

Contractor understands and agrees that should any proprietary information of Contractor be requested through a public information request that is not otherwise protected from exceptions asserted by the City, Contractor has the sole responsibility of contacting the Attorney General to have such proprietary information excepted from public disclosure.

24.00 Compliance with Wage Laws. The Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations effective at the time of this Agreement. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

Professional agrees under this Agreement to comply with Texas Government Code Chapter 2258 and to pay (and ensure subcontractors pay) prevailing wage rates to any workers and laborers used in connection with the services stipulated under this Agreement. This includes paying at least the applicable prevailing wage rates for public work activities performed under this Agreement, complying with overtime and working hour requirements, complying with apprenticeship obligations, and complying with payroll record keeping requirements or other obligations as required by law. Professional agrees to use the wage rates as determined by the locality in which the work is being performed. The City of Hutto currently uses Williamson County rates as determined by the Department of Labor found at <https://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>. Professional further agrees to make payroll records electronically available during reasonable business hours so that the City may ensure prevailing wages are being paid in connection to this Agreement. By signing this Agreement, Professional understands and agrees that failure to pay workers and laborers may result in criminal and civil penalties, the payment to the City of a sixty dollar (\$60.00) fine for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates required under law, and/or the City withholding payment of entire Compensation amounts for the time the City determines whether a violation of Chapter 2258 has occurred.

Professional understands that any fees collected by the City may be used to offset any costs associated with the administration of Chapter 2258.

#### 25.00 Verification Regarding Energy Company Boycotts.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

#### 26.00 Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

#### 27.00 Interested Parties

The Contractor acknowledges that Section 2252.908, Texas Government Code, requires disclosure of certain matters by certain business entities, including a sole proprietorship, partnership, or corporation, but not including individual persons, entering into a contract with the City. The Contractor understands and agrees, if such disclosure is required under Chapter 2252 of the Texas Government Code, the City may not enter into this Agreement until the City has received any required completed and signed Texas Ethics Commission (TEC) Form 1295 with a certificate

number assigned by the TEC, pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form, if required, complete with a certificate number assigned by the TEC may prohibit the City from entering this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to the City. The City does not have the ability to verify the information included in a TEC Form 1295.

Appendix No. 1

CITY OF HUTTO PRICING  
RESIDENTIAL SERVICES

\*\*\* The following prices are quoted per month and exclusive of sales tax \*\*\*

\*65 Gallon Carts quoted as CART ONLY and EXCLUDED from the bulky waste and limit options.

|                       | 95 Gal. Solid<br>Waste<br>95 Gal. Recycling | 95 Gal. Solid<br>Waste<br>65 Gal. Recycling | 65 Gal. Solid<br>Waste<br>95 Gal. Recycling | 65 Gal. Solid<br>Waste<br>65 Gal. Recycling |
|-----------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|
| Solid Waste           | \$11.37                                     | \$11.37                                     | \$9.79                                      | \$9.79                                      |
| Recycling             | \$4.37                                      | \$3.61                                      | \$4.37                                      | \$3.61                                      |
| Bulky Waste           | \$0.52                                      | \$0.52                                      | n/a                                         | n/a                                         |
| Total<br>Monthly Cost | \$16.26                                     | \$15.50                                     | \$14.16                                     | \$13.40                                     |

BULKY WASTE:

|                                                                  |                   |
|------------------------------------------------------------------|-------------------|
| Tenant Clean-Out<br>(Includes up to 10 cubic yards)              | \$ 150.00         |
| On-Call / As Needed<br>(Includes up to 3 cubic yards or 6 Carts) | \$8.75 per pickup |

## COMMERCIAL SERVICES

\*\*\* The following prices are quoted per month exclusive of sales tax / inclusive of 10% franchise fee\*\*\*

### WEEKLY SOLID WASTE SERVICE:

| Size   | 1X/wk    | 2X/wk    | 3X/wk    | 4X/wk    | 5X/wk    | 6X/wk    |
|--------|----------|----------|----------|----------|----------|----------|
| 95 gal | \$14.21  | \$21.85  | \$31.22  |          |          |          |
| 2 yd   | \$71.97  | \$102.81 | \$137.07 | \$171.34 | \$201.57 | \$223.97 |
| 3 yd   | \$85.08  | \$121.55 | \$162.06 | \$202.58 | \$238.32 | \$264.80 |
| 4 yd   | \$98.18  | \$140.28 | \$187.04 | \$233.80 | \$275.06 | \$305.62 |
| 6 yd   | \$124.42 | \$177.74 | \$236.98 | \$296.22 | \$348.50 | \$387.21 |
| 8 yd   | \$150.64 | \$215.20 | \$286.93 | \$358.67 | \$421.97 | \$468.86 |
| 10 yd  | \$176.86 | \$272.10 | \$388.71 | \$518.27 | \$647.84 | \$762.17 |

20 Yard

30 Yard

40 Yard

Delivery Fee

\$N/A

\$N/A

\$N/A

Haul Charge

\$90.00  
+ \$36.75/ton

\$90.00  
+ \$36.75/ton

\$90.00  
+ \$36.75/ton

### WEEKLY RECYCLING SERVICE:

| Size   | 1X/wk   | 2X/wk    | 3X/wk    | 4X/wk    | 5X/wk    | 6X/wk    |
|--------|---------|----------|----------|----------|----------|----------|
| 95 gal | \$5.47  | \$8.41   | \$12.02  |          |          |          |
| 2 yd   | \$39.58 | \$56.54  | \$75.38  | \$94.23  | \$110.86 | \$123.18 |
| 3 yd   | \$46.79 | \$66.85  | \$89.14  | \$111.42 | \$131.08 | \$145.65 |
| 4 yd   | \$54.01 | \$77.16  | \$102.88 | \$128.57 | \$151.29 | \$168.10 |
| 6 yd   | \$68.43 | \$97.75  | \$130.34 | \$162.93 | \$191.68 | \$212.97 |
| 8 yd   | \$82.86 | \$118.37 | \$157.82 | \$197.27 | \$232.09 | \$257.88 |

### BI-WEEKLY COMMERCIAL RECYCLING SERVICE:

| Size   |  | 1X/wk   |  | 2X/wk   |  | 3X/wk    |  | 4X/wk    |  | 5X/wk    |  | 6X/wk    |
|--------|--|---------|--|---------|--|----------|--|----------|--|----------|--|----------|
| 95 gal |  | \$3.52  |  | \$5.42  |  | \$7.74   |  |          |  |          |  |          |
| 2 yd   |  | \$25.47 |  | \$36.39 |  | \$48.52  |  | \$60.65  |  | \$71.35  |  | \$79.28  |
| 3 yd   |  | \$30.11 |  | \$43.01 |  | \$57.35  |  | \$71.69  |  | \$84.34  |  | \$93.71  |
| 4 yd   |  | \$34.76 |  | \$49.66 |  | \$66.21  |  | \$82.76  |  | \$97.36  |  | \$108.18 |
| 6 yd   |  | \$44.03 |  | \$62.90 |  | \$83.87  |  | \$104.84 |  | \$123.34 |  | \$137.04 |
| 8 yd   |  | \$53.32 |  | \$76.17 |  | \$101.56 |  | \$126.95 |  | \$149.35 |  | \$165.94 |

### MONTHLY COMMERCIAL RECYCLING SERVICE:

| Size   |  | 1X/wk   |  | 2X/wk   |  | 3X/wk   |  | 4X/wk   |  | 5X/wk   |  | 6X/wk    |
|--------|--|---------|--|---------|--|---------|--|---------|--|---------|--|----------|
| 95 gal |  | \$2.35  |  | \$3.62  |  | \$5.17  |  |         |  |         |  |          |
| 2 yd   |  | \$16.98 |  | \$24.26 |  | \$32.35 |  | \$40.44 |  | \$47.58 |  | \$52.87  |
| 3 yd   |  | \$20.08 |  | \$28.69 |  | \$38.25 |  | \$47.81 |  | \$56.25 |  | \$62.50  |
| 4 yd   |  | \$23.17 |  | \$33.10 |  | \$44.13 |  | \$55.16 |  | \$64.89 |  | \$72.10  |
| 6 yd   |  | \$29.36 |  | \$41.94 |  | \$55.92 |  | \$69.90 |  | \$82.24 |  | \$91.38  |
| 8 yd   |  | \$35.55 |  | \$50.79 |  | \$67.72 |  | \$84.65 |  | \$99.59 |  | \$110.66 |

### ROLL-OFF SERVICES

\*\*\* The following prices are quoted exclusive of sales tax / inclusive of 10% franchise fee \*\*\*

|              | 20 Yard                                   | 30 Yard                                   | 40 Yard                                   |
|--------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| Delivery Fee | \$ 125.00                                 | \$ 125.00                                 | \$ 125.00                                 |
| Haul Charge  | \$ 125.00                                 | \$ 125.00                                 | \$ 125.00                                 |
|              | + Gate Rate Disposal Fee<br>3 Ton Minimum | + Gate Rate Disposal Fee<br>3 Ton Minimum | + Gate Rate Disposal Fee<br>3 Ton Minimum |

Current gate rate disposal fee (\$49.12/per ton subject to change based on current fee schedule at time of disposal or Williamson County Landfill.)

|                        |               |               |               |
|------------------------|---------------|---------------|---------------|
| Daily Rental           | \$ 3.50 / day | \$ 3.50 / day | \$ 3.50 / day |
| (Begins after 14 days) |               |               |               |

CITY SERVICES

NO CHARGE

City Facilities – Included

Fifteen (15) roll-off containers -- Included

Ten (10) City-Sponsored Events/Festivals -- Included

KEEP HUTTO BEAUTIFUL

Contractor shall make an annual contribution in the amount of \$1.00 per active residential and commercial accounts to the Keep Hutto Beautiful Foundation on January 31st of each contract year.

# AGENDA ITEM REPORT

## 11.3.



**To:** City Council  
**Subject:** Consideration and possible action on Resolution R-2022-015 authorizing the City Manager to execute the Texas Subdivision Election and Special District Release related to opioid-related claims against Endo/Par under the terms and conditions of the Endo/Par Texas Statewide Opioid Settlement Agreement. (Legal - C. Rosas-Grillet)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Legal /  
**Staff Contact:**

### BACKGROUND INFORMATION:

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with five companies to resolve legal claims for their role in the opioid crisis. Two agreements are with opioid manufacturers Johnson & Johnson and Endo. The other agreement is with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson. On September 2, 2021, the City Council adopted Resolution 2021-138 approving the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

The recent settlement with Endo brings Texas' combined share to almost \$1.5 billion: \$1.17 billion from the distributors, \$268 million from J&J, and \$56 million from Endo. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. The proposed Resolution authorizes the Interim City Manager to execute Endo TX Subdivision Release Form to join the Endo settlements.

### SUMMARY OF REQUEST:

Staff recommends the City Council approve the Resolution.

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

# AGENDA ITEM REPORT

## 11.3.



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### ATTACHMENTS:

1. 20220215-Hutto-Res-Approving Endo Opiod Settlement
2. ENDO TX Subdivision Release Form

**RESOLUTION NO. R-2022-015**

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE TEXAS SUBDIVISION ELECTION AND SPECIAL DISTRICT RELEASE RELATED TO OPIOID-RELATED CLAIMS AGAINST ENDO/PAR UNDER THE TERMS AND CONDITIONS OF THE ENDO/PAR TEXAS STATEWIDE OPIOID SETTLEMENT AGREEMENT.**

**WHEREAS**, the City of Hutto obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

**WHEREAS**, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

**WHEREAS**, the recent settlement with Endo brings Texas' combined share to almost \$1.5 billion: \$1.17 billion from the distributors, \$268 million from J&J, and \$56 million from Endo. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council; and

**WHEREAS**, the funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments; and

**WHEREAS**, the proposed Resolution authorizes the Interim City Manager to execute Endo TX Subdivision Release Form to join the Endo settlements.

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

**SECTION 1:** The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** The Hutto City Council hereby supports the adoption and approval the Final Endo/Par Texas State-Wide Opioid Settlement Agreement and Settlement Term Sheet in its entirety, attached hereto as Exhibit B; and authorizes the Interim City Manager to execute the Endo TX Subdivision Release Form, attached hereto as Exhibit A.

**RESOLVED** this 17<sup>TH</sup> day of February, 2022.

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Mike Snyder, Mayor

ATTEST:

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Angela Walton, City Secretary

## **Exhibit A**

### **TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM**

This Election and Release Form for Texas Participating Subdivisions<sup>1</sup> resolves opioid-related Claims against Endo/Par under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

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<sup>1</sup> The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: \_\_\_\_\_

Texas Subdivision Name: \_\_\_\_\_

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

[NAME]

[TITLE]

[ADDRESS]

[TELEPHONE]

[EMAIL ADDRESS]

# AGENDA ITEM REPORT

## 12.1.



**To:** City Council  
**Subject:** Consideration and possible action regarding possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, Economic Development Corporations, Local Government Corporations and Tax Increment Reinvestment Zone Boards, City Council Liaisons, and Area Government appointments.  
**Meeting:** Thursday, February 17, 2022  
**Department:** City Secretary /  
**Staff Contact:**

### BACKGROUND INFORMATION:

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None

# AGENDA ITEM REPORT

## 12.2.



**To:** City Council  
**Subject:** Discussion and possible action on Appeal from a denial of a Special Events Permit to Outlaw Nation in accordance with Section 1.07.090 of the Hutto Code of Ordinances.  
**Meeting:** Thursday, February 17, 2022  
**Department:** City Manager /  
**Staff Contact:** Stacy Schmitt

### BACKGROUND INFORMATION:

On January 12, 2022, the City received an amended special events permit application regarding Texas Fest Hutto. On January 26, 2022, City staff deemed the application incomplete and denied for the following reasons:

The application did not include the following information required by Section 1.07.163 of the Hutto Code of Ordinances ("Code"):

A written statement from applicant showing authority to make the application on behalf of the organization;  
The proposed location and parking areas for the special event;  
The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures;  
If food or beverages will be served or sold, copies of any licenses or permits issued by the appropriate agencies for such vendors;  
Details for any planned signage;  
When loudspeakers will be used, the location and orientation of those speakers;  
The proposed location of entrances and exits and a plan of evacuation in case of emergency;  
The time at which on-site activities in preparation for the special event will begin;  
Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department;  
Copy of a certificate of insurance that complies with the requirements set forth in Section 1.07.087 of the Code;  
Copy of the surety bond that complies with the requirements set forth in Section 1.07.089 of the Code;  
Security, police protection, and traffic control arrangements, if any.  
On January 31, 2022, the City received an amended special events permit application regarding Texas Fest Hutto. On February 2, 2022, City staff deemed the application incomplete and denied for the following reasons:

The application did not include the following information required by Section 1.07.163 of the Hutto Code of Ordinances ("Code"):

# AGENDA ITEM REPORT

## 12.2.



A written statement from applicant showing authority to make the application on behalf of the organization;

The proposed location and parking areas for the special event;

The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures;

If food or beverages will be served or sold, copies of any licenses or permits issued by the appropriate agencies for such vendors;

Details for any planned signage;

When loudspeakers will be used, the location and orientation of those speakers;

The proposed location of entrances and exits and a plan of evacuation in case of emergency;

The time at which on-site activities in preparation for the special event will begin;

Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department;

Copy of a certificate of insurance that complies with the requirements set forth in Section 1.07.087 of the Code;

Copy of the surety bond that complies with the requirements set forth in Section 1.07.089 of the Code;

Security, police protection, and traffic control arrangements, if any.

Under Section 1.07.090 of the Hutto City Code, any person aggrieved shall have the right to appeal the denial to the city council by filing a notice of appeal with the city secretary within five (5) days after receipt of the notice of denial. The city council shall hear the appeal as soon as practicable, and its decision shall be final. On \_\_\_\_\_, the applicant has appealed the City's denial of the permit.

### SUMMARY OF REQUEST:

Josh Brown of Outlaw Nation

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

Sec. 1.07.090 Notice of Denial; appeals

The city manager shall act upon a complete application for a special event permit within seven (7)

# AGENDA ITEM REPORT

## 12.2.



days after the filing thereof. If the city manager does not approve the application, he shall mail to the applicant a notice of this action, stating the reasons for the denial of the application. Any person aggrieved shall have the right to appeal the denial to the city council by filing a notice of appeal with the city secretary within five (5) days after receipt of the notice of denial. The city council shall hear the appeal as soon as practicable, and its decision shall be final. (2007 Code, sec. 4.04.050)

### ATTACHMENTS:

1. Division\_2\_\_Special\_Events
2. TexasMusicFest\_Denial Letter (2)
3. RE\_ Special Permit Follow Up
4. Special Permit Letter Texas Fest

## Division 2. Special Events

### Part I. In General

#### Sec. 1.07.031 Definitions

Applicant. A person who has filed a written application for a special event permit.

City manager. The city manager or the designated representative of the city manager.

Permittee. The person to whom a special event permit is granted pursuant to this division.

Person. Any individual, assumed named entity, partnership, association, corporation, or organization.

(2007 Code, sec. 4.04.001)

Small market event. A planned temporary aggregation of multiple vendors, artists, and/or farmers displaying and/or selling their goods on private property, and shall not interfere with the normal flow or regulation of pedestrian or vehicular traffic, or require any special city services. (Ordinance O-11-09-15-VI4, sec. I (2), adopted 9/15/11)

Special event. A planned temporary aggregation of people or attractions for a common purpose, including, but not limited to, street fairs, arts and crafts shows, rallies, public entertainments, or other similar events or attractions, that:

- (1) Are conducted primarily outdoors; and
- (2) Interfere with the normal flow or regulation of pedestrian or vehicular traffic; or
- (3) Require special city services, including, but not limited to, street closure, provision of barricades, refuse services, stages, special parking arrangements, special electrical services or special police services or protection.

Special event permit. The written approval from the city manager for a special event.

(2007 Code, sec. 4.04.001)

#### Sec. 1.07.032 Applicability; exemptions

(a) All special events, except those set forth in subsection (b) below, must conform to all applicable provisions of this division.

(b) The following events are exempt from the provisions of this division:

- (1) Events which require the approval or sanctioning of, or are officially sponsored by, the city, Hutto Independent School District, Texas State University or the county shall be exempted from obtaining a special event [permit];
- (2) An event wholly contained on property specifically designed or suited for the event and which holds a certificate of occupancy for such use, including adequate parking;
- (3) Funeral processions;
- (4) Block parties as defined in [section 1.07.201](#) of this code;

(2007 Code, sec. 4.04.002)

(5) Small market events, as defined above, operating on private property in any transect zone in Old Town Hutto, except in OT-3. (Ordinance O-11-09-15-VI4, sec. I (3), adopted 9/15/11)

#### Sec. 1.07.033 Offenses; penalty

- (a) A person commits an offense if he commences or holds a special event without a special event permit or with a special event permit that has expired or been revoked.
- (b) A culpable mental state is not required for the commission of an offense under this section.
- (c) It is hereby determined that this division governs fire safety and public health and, therefore, any person violating or failing to comply with any of the provisions of this division shall be subject to the penalty as provided for in [section 1.01.009](#) of this code.

(2007 Code, sec. 4.04.003)

**Sec. 1.07.034 Police protection; payment of additional costs incurred by city**

- (a) The chief of police shall determine whether and to what extent additional police protection is reasonably necessary for the special event for traffic control and public safety. The chief of police shall base this decision on the size, location, duration, time and date of the special event, and the need to detour or preempt citizen travel and use of the streets and sidewalks. If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the special event. If additional police protection for the special event is deemed necessary by the chief of police, he shall so inform the applicant for the special event permit. The applicant then shall have the duty to secure the police protection deemed necessary by the chief of police.
- (b) In the event the city manager determines, upon a review of the application, that a special event may require the special attention and involvement of city personnel or facilities, the city manager shall so notify the applicant. In such event, prior to the issuance of a special event permit, the applicant and the city manager shall agree upon the cost of policing and cleaning, and the closure of roads, and the applicant shall pay that amount to the city upon application. Prior to the issuance of a special event permit, the applicant shall agree in writing to pay any additional costs to the city incurred as a result of the special event within five (5) days of the date upon which the city informs the permittee of the amount of such additional costs. Should the permittee not pay such additional costs, no future special event permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee for recovery of such additional costs.

(2007 Code, sec. 4.04.004)

**Sec. 1.07.035 Notice to abutting property owners**

The city manager shall have authority to require that the permittee send notices of the special event to abutting property owners when, in the city manager's judgment, the special event is of a scope and nature that will impact those owners. (2007 Code, sec. 4.04.005)

**Sec. 1.07.036 Parking requirements**

- (a) The applicant shall submit evidence that sufficient parking will be available to accommodate the projected number of users with a ten percent surplus. If said parking is to be on private property adjacent to the special event, written evidence that the applicant has a right of possession of said property through ownership, lease, license, or other property interest must be provided. When the location is not an established parking area, a plan shall be submitted which will show how the needed

parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths, size of parking spaces and whether parking attendants will be provided, shall be included in the submittal.

(b) When adequate parking is not available at, or immediately adjacent to, the site of the special event, off-site parking may be used. Plans shall be submitted which will show how off-site parking and transfer of attendees will be accomplished.

(2007 Code, sec. 4.04.006)

**Sec. 1.07.037 City authority over parking**

The city shall have the authority, when reasonably necessary as determined by the police department, to prohibit or restrict the parking of vehicles along a street or highway or part thereof adjacent to the site of the special event. The city shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. (2007 Code, sec. 4.04.007)

**Sec. 1.07.038 Amusement rides**

Rides and/or attractions associated with special event shall conform to the statutory rules and regulations set forth in chapter 2151 of the Texas Occupations Code, designated the “Amusement Ride Safety Inspection and Insurance Act,” as amended. (2007 Code, sec. 4.04.008)

**Sec. 1.07.039 Hours of operation**

A special event may be conducted only between the hours of 7:00 a.m. and 10:00 p.m. daily. The police department shall be responsible for enforcing this provision. The city manager may waive the time limit on certain special events when good cause is demonstrated by the applicant. Appeals of time limit restrictions may be made under [section 1.07.090](#) hereof. (2007 Code, sec. 4.04.009)

**Sec. 1.07.040 Tents and temporary structures**

Any special event which includes the use of a stage, seating, tent, canopy, or other temporary structure shall meet the requirements of the city’s fire code and building code, except that a separate permit is not required when a special event permit has been obtained. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire chief. (2007 Code, sec. 4.04.010)

**Sec. 1.07.041 Food and beverage service**

Where food or beverage service is provided or sold, said operation shall be in compliance with all provisions of the food and food establishment ordinances of the city, as well as all other applicable state and local laws. (2007 Code, sec. 4.04.011)

**Sec. 1.07.042 Sanitary facilities**

A minimum of two (2) portable-type sanitary facilities must be provided on the premises. Additional units may be required if determined to be necessary by the city manager. (2007 Code, sec. 4.04.012)

**Sec. 1.07.043 Animal waste; keeping animals overnight**

Waste from animals used in any such special event shall be removed daily from the grounds. Should animals be kept within the city limits at night, they shall be kept not less than three hundred (300) feet from any developed residential or commercial districts. (2007 Code, sec. 4.04.013)

**Sec. 1.07.044 Water usage and disposal of wastewater**

(a) Any special event or related activity desiring use of water from the city water system must coordinate with the utilities department to obtain a temporary meter. The deposit for the meter and payment for water used shall be in accordance with ordinances of the city.

(b) The applicant shall submit a plan for the disposal of wastewater, and the plan shall be approved by the utilities department.

(2007 Code, sec. 4.04.014)

**Sec. 1.07.045 Waste collection and solid waste dumpster**

The applicant shall make appropriate arrangements for the collection of all waste resulting from such special event, and commercial solid waste dumpsters must be provided on-site at all outdoor special events. The applicant shall make arrangements for the provision of such dumpsters with a commercial solid waste disposal company currently having a franchise agreement with the city. (2007 Code, sec. 4.04.015)

**Sec. 1.07.046 Loudspeakers**

When loudspeakers will be used in conjunction with the special event, the location and orientation of speakers shall be indicated along with the planned hours of use. Speakers, which are positioned so as not to adversely affect an adjacent residential district, may be used between the hours of 7:00 a.m. and 10:00 p.m., when a special event permit has been obtained. The city manager may modify the time limit for use of such speakers when good cause is demonstrated by the applicant. (2007 Code, sec. 4.04.016)

**Sec. 1.07.047 Signage**

Signage used in accordance with the special event shall comply with the sign regulations of the city under the provisions for promotional signage. Signs advertising the special event or directing potential customers to the special event site are expressly prohibited in the city rights-of-way. (2007 Code, sec. 4.04.017)

**Secs. 1.07.048–1.07.080 Reserved**

**Part II. Permit**

**Sec. 1.07.081 Required**

It shall be unlawful for any person to conduct a special event without first having obtained a special event permit from the city manager. (2007 Code, sec. 4.04.041)

**Sec. 1.07.082 Application; fee**

(a) A person seeking a special event permit shall file an application with the city manager upon forms provided by the city, which shall be accompanied with an application fee as provided in the fee schedule in [appendix A](#) of this code. In appropriate circumstances, the city manager shall have the authority to lower or waive the fee.

(b) The city manager shall ensure that other licenses and permits, restrictions, regulations, fees for the city services, safeguards or other conditions deemed necessary by individual city departments for the safe and orderly conduct of a special event be requested, submitted and approved before the special event permit is granted (e.g., health permit applications, agreement with the police department for police coverage, agreement with the public works department regarding costs associated with street closures, agreement with the parks and recreation department for the use of any park facilities).

(2007 Code, sec. 4.04.042)

**Sec. 1.07.083 Application filing period**

(a) Applications for a special event permit shall be filed not less than fifteen (15) days before the special event is to begin.

(b) Late applications, where good cause is shown and subject to the standards promulgated in [section 1.07.085](#), may be considered when filed after the deadline prescribed in subsection (a) above.

(2007 Code, sec. 4.04.043)

**Sec. 1.07.084 Contents of application**

The applicant for a special event permit shall set forth as a minimum the following information:

- (1) The name, address, and telephone number of the person seeking to conduct the special event;
- (2) If the special event is to be held for or by an organization, the name, address and telephone

number of the headquarters of the organization and name and address of the authorized representative(s) of such organization;

- (3) If the special event is to be held by or for any person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application;
- (4) The name, address, and telephone number of the person who will be the special event chairman and who will be responsible for its conduct;
- (5) The proposed location and parking areas for the special event;
- (6) The approximate number of people who will be attending and, if applicable, the number and types of animals and vehicles which will constitute such special event;
- (7) The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures shall be shown;
- (8) If food or beverages will be served or sold, include copies of any licenses or permits issued by the appropriate agencies for such vendors;
- (9) Details for any planned signage shall be included;
- (10) When loudspeakers will be used, the location and orientation of those speakers shall be shown;
- (11) The date(s) and time(s) the special event will start and terminate;
- (12) The time at which on-site activities in preparation for the special event will begin;
- (13) The proposed location of entrances and exits and a plan of evacuation in case of emergency;
- (14) If any portion of the special event is to be held on private property, including parking, written permission for the holding of the special event or parking from the owner of the property or his authorized representative;
- (15) Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department, shall be included with the application for a special event permit;
- (16) If required as set forth in [section 1.07.087](#), a copy of a certificate of insurance that complies with the requirements set forth in such section;
- (17) If required as set forth in [section 1.07.089](#), a copy of the surety bond that complies with the requirements set forth in such section; and
- (18) Any other information which the city manager shall find necessary under the standards for issuance.

(2007 Code, sec. 4.04.044)

#### **Sec. 1.07.085 Standards for issuance**

A special event permit will be issued if, upon review, the city manager finds that the applicant has secured the police protection, if any, required under [section 1.07.034](#) and that the special event will be conducted in such a way that:

- (1) It will not substantially interrupt the safe and orderly movement of traffic near its location or route;
- (2) It will not require the diversion of so great a number of police officers to properly police the special event location or line of movement and the adjacent areas as to unduly interfere with the normal protection for the city;
- (3) It will not require the diversion of so great a number of fire protection or emergency medical services (EMS) personnel so as to unduly interfere with the provision of these services to portions of the city other than that to be occupied by the special event and adjacent areas;
- (4) It will not unduly interfere with the efficient response movement of firefighting equipment and services en route to a fire;
- (5) The concentration of people, animals, and vehicles at assembly points and during the event will not unduly interfere with proper fire, EMS, and police protection to areas near such special event;
- (6) It is not likely to cause injury to persons or property;
- (7) There will be adequate sanitation and other required health facilities made available in or adjacent to any public assembly areas; and
- (8) There are sufficient parking places on the site of the special event to accommodate the number of vehicles reasonably expected to be parked in accordance with [section 1.07.036](#), or the applicant has made adequate arrangements for off-site parking and transfer of attendees.

(2007 Code, sec. 4.04.045)

**Sec. 1.07.086 Denial or revocation**

- (a) The city manager may deny a special event permit if:
  - (1) The special event will conflict in time and location with another special event, parade or assembly for which a permit has already been granted;
  - (2) The applicant fails to comply with or the special event will violate an ordinance of the city or any other applicable law;
  - (3) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a special event [permit];
  - (4) The applicant has been convicted of violating this division, has had a special event permit revoked within the preceding twelve (12) months, or has failed to pay any additional costs assessed by the city for a previous special event within the previous two (2) years;
  - (5) The applicant fails to provide proof of a license or permit required by this division or another city ordinance or by state law;
  - (6) The special event, in the opinion of one (1) or more city departmental directors, would unduly hinder or compromise the delivery or performance of normal services, including previously scheduled construction or maintenance services, or emergency services, or constitutes a public threat;

- (7) The applicant is unable or unwilling to provide any required insurance or surety bonds that may be required under this division;
- (8) The applicant is unable or unwilling to pay any additional costs as may be required by the city manager;
- (9) The applicant fails to submit a complete application or fails to provide any additional information requested by the city manager; or
- (10) The proposed date or time for the special event or the location of the special event or parking for such special event would unduly interfere with or disrupt the educational activities of a school when such school is in session.

(b) A special event permit shall be revoked upon the following conditions:

- (1) In the event that the police chief, fire chief, director of utilities, other city officials or their designated representatives find that any of the provisions of this division, another city ordinance, or state law is being violated, they shall immediately notify the city manager, and the special event permit issued hereunder shall be revoked;
- (2) When, in the judgment of the above-named officials, a violation exists which requires immediate abatement, they shall have the authority to revoke a special event permit in the absence or unavailability of the city manager; or
- (3) The applicant made or permitted to be made a false or misleading statement or omission of material fact on an application for a special event permit.

(2007 Code, sec. 4.04.046)

**Sec. 1.07.087 Liability insurance**

(a) When a special event is partially or fully contained on the city rights-of-way, the applicant for a special event permit shall furnish the city manager with a certificate of insurance complying with standards established by the city's risk manager.

(b) The city manager shall have the right to lower, waive, or increase the public liability insurance limits based upon the type of special event, equipment, machinery, location, number of people or animals involved and other pertinent factors or risks associated with the special event.

(c) An applicant shall have the right to show cause why the insurance requirement should be reduced or waived and to present such request to the city manager. Upon receipt of such request, the city manager shall consult with the city's risk manager or his designee. The city manager shall respond to an applicant's request for lower insurance or waiver within five (5) days from the date of the request.

(d) If a mutually agreeable insurance limit cannot be agreed upon, the application shall be considered denied.

(2007 Code, sec. 4.04.047)

**Sec. 1.07.088 Indemnification of city**

When a special event or parking attendant to such special event is partially or fully contained on city property,

applicants shall sign an agreement to indemnify and hold harmless the city, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event. (2007 Code, sec. 4.04.048)

**Sec. 1.07.089 Surety bond or deposit**

(a) When a special event is partially or fully contained on city property, a surety bond shall be deposited with the city in the amount of ten thousand dollars (\$10,000.00), conditioned that no damage will be done to the city property, streets, sewers, trees, or adjoining property and that no paper, litter, or other debris will be permitted to remain upon the city property, streets or upon any private property by the applicant. The surety bond shall be returned to the permittee within ten (10) days after said special event permit expires, upon certification by the city manager that all conditions of this division have been complied with. Should actual costs for policing and cleaning not exceed this amount, the remainder shall be refunded to the permittee by the city. In the event that actual costs exceed this amount, the permittee shall pay such additional sum to the city within ten (10) days from the date of notification. If that amount is not paid, no future permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee in addition to the bond. The applicant shall have the right to show evidence why the bond should be lowered or waived by the city manager. Appeals shall be heard by the city council in accordance with the provisions of [section 1.07.090](#).

(b) When a special event is fully contained on private property, a sum in the amount of five hundred dollars (\$500.00) shall be deposited with the city conditioned that no paper, litter, or other debris will be permitted to remain upon the site of the special event. The deposit shall be returned to the permittee within ten (10) days after the special event permit expires, upon certification by the city manager that all conditions of this division have been complied with. Should actual costs for cleaning not exceed this amount, the remainder shall be reimbursed to the permittee by the city. In the event that actual costs exceed this amount, the permittee shall pay such additional sum to the city within ten (10) days from the date of notification. If that amount is not paid, no future special event permits shall be issued to the same permittee for a period not to exceed two (2) years. Nothing herein shall preclude the city from enforcing any legal or equitable remedy against the permittee in addition to the deposit. The applicant shall have the right to show evidence why the deposit should be lowered or waived to the city manager. Appeals shall be heard by the city council in accordance with the provisions of [section 1.07.090](#).

(2007 Code, sec. 4.04.049)

**Sec. 1.07.090 Notice of denial; appeals**

The city manager shall act upon a complete application for a special event permit within seven (7) days after the filing thereof. If the city manager does not approve the application, he shall mail to the applicant a notice of this action, stating the reasons for the denial of the application. Any person aggrieved shall have the right to appeal the denial to the city council by filing a notice of appeal with the city secretary within five (5) days after receipt of the notice of denial. The city council shall hear the appeal as soon as practicable, and its decision shall be final. (2007 Code, sec. 4.04.050)

**Sec. 1.07.091 Duration**

The duration of the special event permit granted under the terms of this division shall not exceed a period of three (3) days. (2007 Code, sec. 4.04.051)





Mayor  
Mike Snyder

Council Members  
Robin Sutton, Place 1  
Dan Thornton, Place 2  
Mandi Villarreal Salvo, Place 3  
Peter Gordon, Place 4  
Krystal Kinsey, Place 5  
Debbie Holland, Place 6

Interim City Manager  
Isaac D. Turner

February 2, 2022

Josh Brown  
9701 Stonelake Blvd  
Austin, Texas 78759

*Via Email: josh.brown@outlawnation.com*

**Re: Texas Fest Hutto – Special Events Permit Application – Notice of Denial (Second Attempt)**

Mr. Brown:

The City of Hutto (“City”) has received your Special Events Permit Application, dated January 31, 2022. Your application was deemed **incomplete** and is **denied** for the following reasons:

**Application Fee.** The Special Events Permit Application requires payment of a \$50 application fee.

**Contents of the Application.** The application does not include the following information required by Section 1.07.163 of the Hutto Code of Ordinances (“Code”):

- A written statement from applicant showing authority to make the application on behalf of the organization;
- The proposed location and parking areas for the special event;
- The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures;
- If food or beverages will be served or sold, copies of any licenses or permits issued by the appropriate agencies for such vendors;

500 W. Live Oak St. Hutto, Texas 78634  
512-759-4033  www.huttotx.gov

- Details for any planned signage;
- When loudspeakers will be used, the location and orientation of those speakers;
- The proposed location of entrances and exits and a plan of evacuation in case of emergency;
- The time at which on-site activities in preparation for the special event will begin;
- Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department;
- Copy of a certificate of insurance that complies with the requirements set forth in Section 1.07.087 of the Code;
- Copy of the surety bond that complies with the requirements set forth in Section 1.07.089 of the Code;
- Security, police protection, and traffic control arrangements, if any.

If you have any additional questions or concerns, please contact our office at (512) 759-4030.

Sincerely,



Isaac D. Turner  
Interim City Manager, City of Hutto

**From:** [Stacy Schmitt](#)  
**To:** [Josh Brown- Outlaw Nation](#); [Angela Walton](#)  
**Cc:** [Isaac Turner](#); [Heather Altman](#); [Peter Gordon](#); [sonia@huttochamber.com](#)  
**Subject:** RE: Special Permit Follow Up  
**Date:** Monday, February 7, 2022 12:53:00 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)

---

Thanks Mr. Brown. Please make sure to submit your materials by 5 pm on Wednesday as the next Council agenda and packet is completed this Friday.

---

**From:** Josh Brown- Outlaw Nation <[josh.brown@outlawnation.com](mailto:josh.brown@outlawnation.com)>  
**Sent:** Monday, February 7, 2022 12:10 PM  
**To:** Stacy Schmitt <[stacy.schmitt@HuttoTX.gov](mailto:stacy.schmitt@HuttoTX.gov)>; Angela Walton <[angela.walton@HuttoTX.gov](mailto:angela.walton@HuttoTX.gov)>  
**Cc:** Isaac Turner <[Isaac.Turner@HuttoTX.gov](mailto:Isaac.Turner@HuttoTX.gov)>; Heather Altman <[heather.altman@outlawnation.com](mailto:heather.altman@outlawnation.com)>; Peter Gordon <[Peter.Gordon@HuttoTX.gov](mailto:Peter.Gordon@HuttoTX.gov)>; [sonia@huttochamber.com](mailto:sonia@huttochamber.com)  
**Subject:** Re: Special Permit Follow Up

Thank you, Ms. Angela. Ms. Heather Altman from my team will be submitting a list of bullet points and exhibits to demonstrate our case. I am hopeful that the Board will be receptive and responsive to the needs of the Hutto business community. Thank you, ma'am.

Peace and God Bless, Josh

**Joshua Brown Cullen**  
**Executive Director**  
**Outlaw Nation Festivals**  
**mobile: 404 441-0410**  
**[josh.brown@outlawnation.com](mailto:josh.brown@outlawnation.com)**

On Monday, February 7, 2022, 09:44:23 AM EST, Angela Walton <[angela.walton@huttotx.gov](mailto:angela.walton@huttotx.gov)> wrote:

Good morning Mr. Cullen,

I am in receipt of your request and will place you on the February 17 City Council meeting.

Angela Walton

---

**From:** Josh Brown- Outlaw Nation <[josh.brown@outlawnation.com](mailto:josh.brown@outlawnation.com)>  
**Sent:** Saturday, February 5, 2022 8:13 PM  
**To:** Stacy Schmitt <[stacy.schmitt@HuttoTX.gov](mailto:stacy.schmitt@HuttoTX.gov)>; Angela Walton <[angela.walton@HuttoTX.gov](mailto:angela.walton@HuttoTX.gov)>  
**Cc:** Isaac Turner <[Isaac.Turner@HuttoTX.gov](mailto:Isaac.Turner@HuttoTX.gov)>; Heather Altman <[heather.altman@outlawnation.com](mailto:heather.altman@outlawnation.com)>; Peter Gordon <[Peter.Gordon@HuttoTX.gov](mailto:Peter.Gordon@HuttoTX.gov)>; [sonia@huttochamber.com](mailto:sonia@huttochamber.com)  
**Subject:** Re: Special Permit Follow Up

Dear Ms. Angela, Good Day,

I am the Director at TexasFest Austin. Please see the letter below from Ms. Stacy Schmitt. I

respectfully request to appear before your City Council on February 17. Please could you place me on the docket. I will be there in person. May I have your kind confirmation and reply..

Peace and God Bless, Josh

**Joshua Brown Cullen**

**Executive Director**

**Outlaw Nation Festivals**

**mobile: 404 441-0410**

**[josh.brown@outlawnation.com](mailto:josh.brown@outlawnation.com)**



On Friday, February 4, 2022, 04:19:44 PM EST, Stacy Schmitt <[stacy.schmitt@huttotx.gov](mailto:stacy.schmitt@huttotx.gov)> wrote:

Mr. Brown,

In response to your follow up correspondence to Council Member Gordon, I wanted to bring to your attention the appeals process for denial of a special event permit. Attached is the ordinance regarding special events, and I have copied the specific section for the appeals process below. I have also attached the second special permit denial letter for your reference. If you would like to request for City Council to hear your appeal, you will need to send a letter requesting such appeal to the City Secretary by end of business on Monday, February 7. You may email [Angela.walton@huttotx.gov](mailto:Angela.walton@huttotx.gov) and copy myself on the letter. The first available date the City Council could hear your appeal would be at the February 17 regular City Council meeting.

#### **Sec. 1.07.090 Notice of denial; appeals**

The city manager shall act upon a complete application for a special event permit within seven (7) days after the filing thereof. If the city manager does not approve the application, he shall mail to the applicant a notice of this action, stating the reasons for the denial of the application. Any person aggrieved shall have the right to appeal the denial to the city council by filing a notice of appeal with the city secretary within five (5) days after receipt of the notice of denial. The city council shall hear the appeal as soon as practicable, and its decision shall be final. (2007 Code, sec. 4.04.050)

**Stacy Schmitt**

PIO/Asst. to City Manager

City Manager | City of Hutto

☎ 512-759-4929 cell 254-744-1210



✉ [Stacy.Schmitt@Huttotx.gov](mailto:Stacy.Schmitt@Huttotx.gov)

📍 500 W. Live Oak Street | Hutto, TX | 78634

**Collaboration | Accountability | Resiliency | Transparency**

This email, plus any attachments, may constitute a public record of the City of Hutto and may be subject to public disclosure under the [Texas Public Information Act](#). Improper disclosure of the content of this email or its content may constitute a violation of the Texas Penal Code.

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Mayor  
Mike Snyder

Council Members  
Robin Sutton, Place 1  
Dan Thornton, Place 2  
Mandi Villarreal Salvo, Place 3  
Peter Gordon, Place 4  
Krystal Kinsey, Place 5  
Debbie Holland, Place 6

Interim City Manager  
Isaac D. Turner

January 26, 2022

Josh Brown  
9701 Stonelake Blvd  
Austin, Texas 78759

*Via Certified Mail Return Receipt Requested 7009 282 0001 5769 4657//9590 9402 4732  
8344 1398 80*

*Via Email: josh.brown@outlawnation.com*

**Re: Texas Fest Hutto – Special Events Permit Application – Notice of Denial**

Mr. Brown:

The City of Hutto ("City") has received your Special Events Permit Application, dated November 2, 2021, and amended on January 12, 2022. Your application was deemed **incomplete** and is **denied** for the following reasons:

**Application Fee.** The Special Events Permit Application requires payment of a \$50 application fee.

**Contents of the Application.** The application does not include the following information required by Section 1.07.163 of the Hutto Code of Ordinances ("Code"):

- A written statement from applicant showing authority to make the application on behalf of the organization;
- The proposed location and parking areas for the special event;
- The location, size and number of stages, seating, tents, awnings, canopies, food service booths, first aid stations, portable restrooms or other temporary structures;

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512-759-4033 | www.huttotx.gov

- If food or beverages will be served or sold, copies of any licenses or permits issued by the appropriate agencies for such vendors;
- Details for any planned signage;
- When loudspeakers will be used, the location and orientation of those speakers;
- The proposed location of entrances and exits and a plan of evacuation in case of emergency;
- The time at which on-site activities in preparation for the special event will begin;
- Copies of permits and agreements with all city departments, county officials or state agencies, other than the building inspection department;
- Copy of a certificate of insurance that complies with the requirements set forth in Section 1.07.087 of the Code;
- Copy of the surety bond that complies with the requirements set forth in Section 1.07.089 of the Code;
- Security, police protection, and traffic control arrangements, if any.

If you have any additional questions or concerns, please contact our office at (512) 759-4030.

Sincerely,



Isaac D. Turner

Interim City Manager, City of Hutto

# AGENDA ITEM REPORT

## 12.3.



**To:** City Council  
**Subject:** January Financial Report (Angie Rios)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Finance /  
**Staff Contact:**

### BACKGROUND INFORMATION:

January 2022 Financial & Investment Report

### SUMMARY OF REQUEST:

Review and accept the January 2022 Financial & Investment Report

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

1. January 2022 Monthly Financial & Investment Report



# ***MONTHLY FINANCIAL AND INVESTMENT REPORT***

***FOR THE MONTH ENDED JANUARY 31, 2022***

**Angie Rios, CPA  
Chief Financial Officer**

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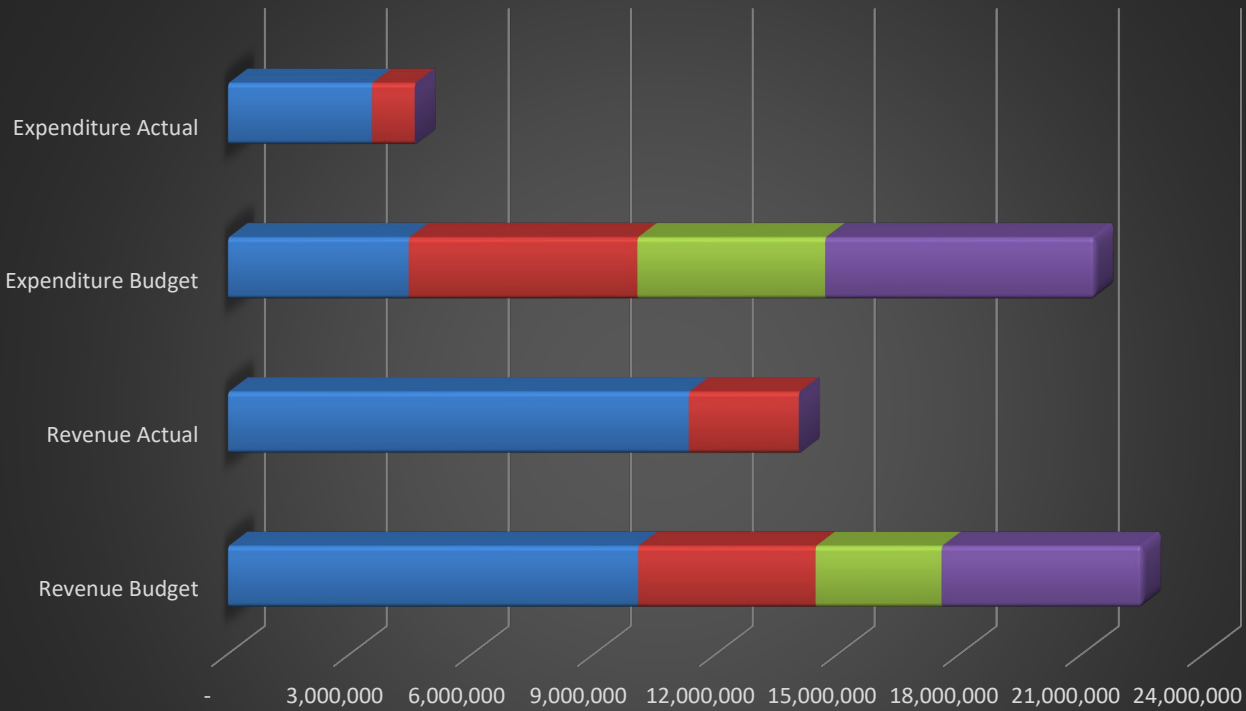
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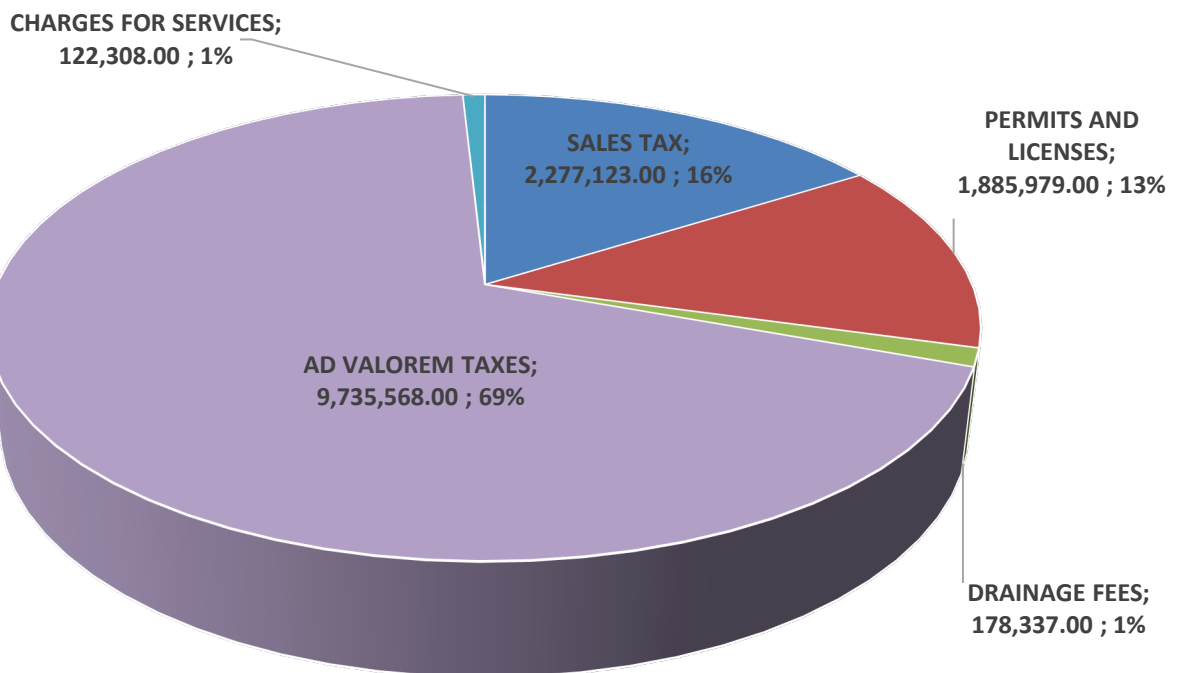
# FINANCIAL DASHBOARD AS OF JANUARY 31, 2022

## General Fund



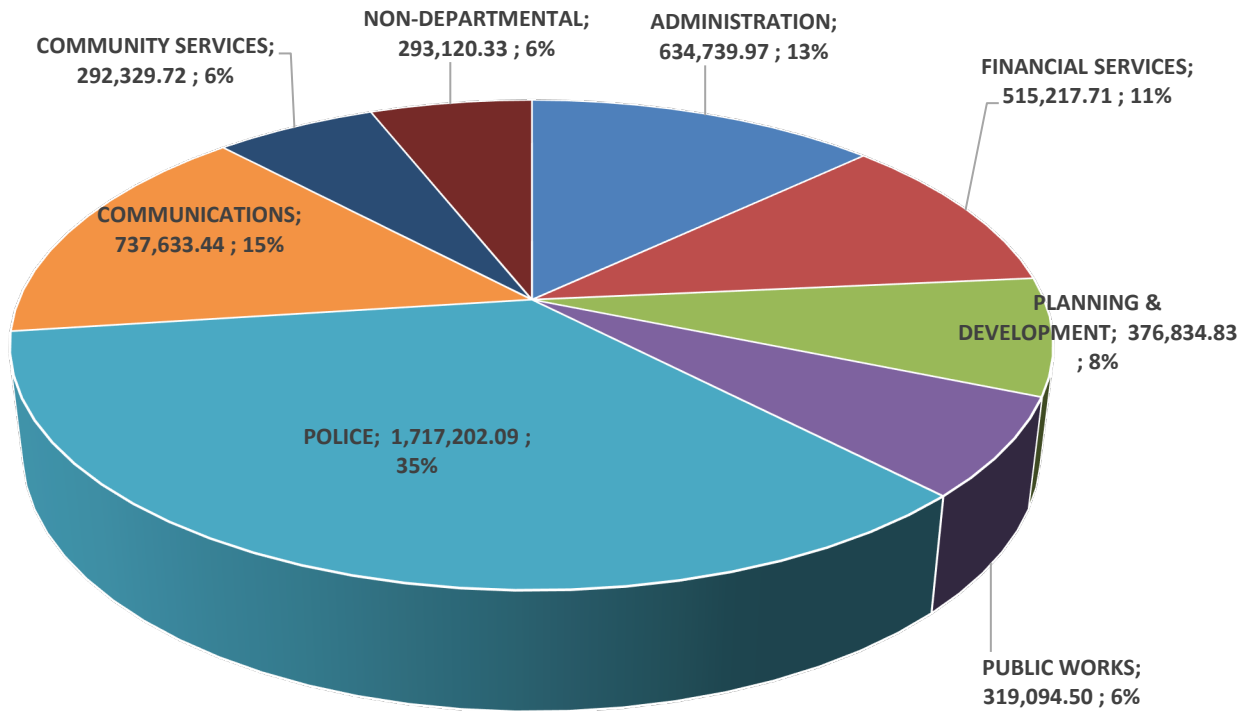
|           | Revenue Budget | Revenue Actual | Expenditure Budget | Expenditure Actual |
|-----------|----------------|----------------|--------------------|--------------------|
| Quarter 1 | 10,086,719     | 11,332,319     | 4,446,158          | 3,537,887          |
| Quarter 2 | 4,367,538      | 2,708,381      | 5,625,403          | 1,057,511          |
| Quarter 3 | 3,096,859      | -              | 4,616,754          | -                  |
| Quarter 4 | 4,938,782      | -              | 6,636,184          | -                  |

## GENERAL FUND REVENUE

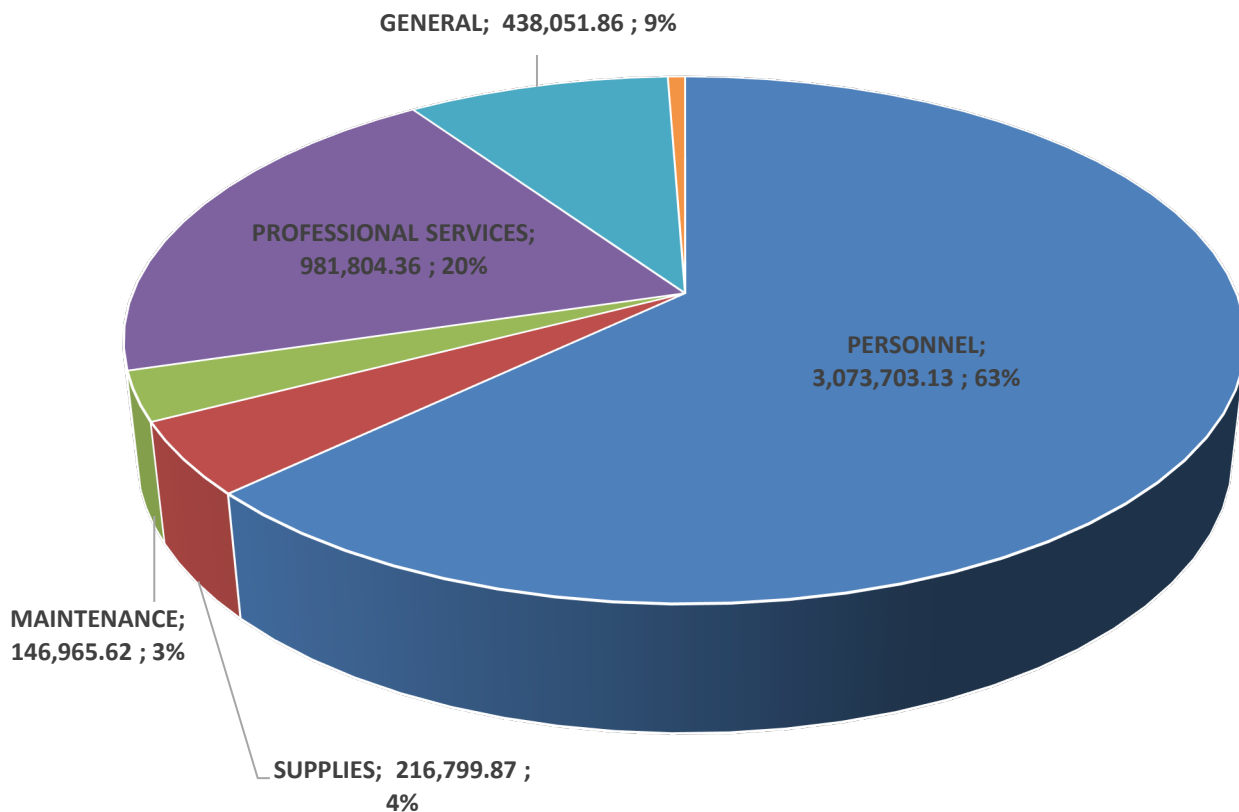


# FINANCIAL DASHBOARD AS OF JANUARY 31, 2022

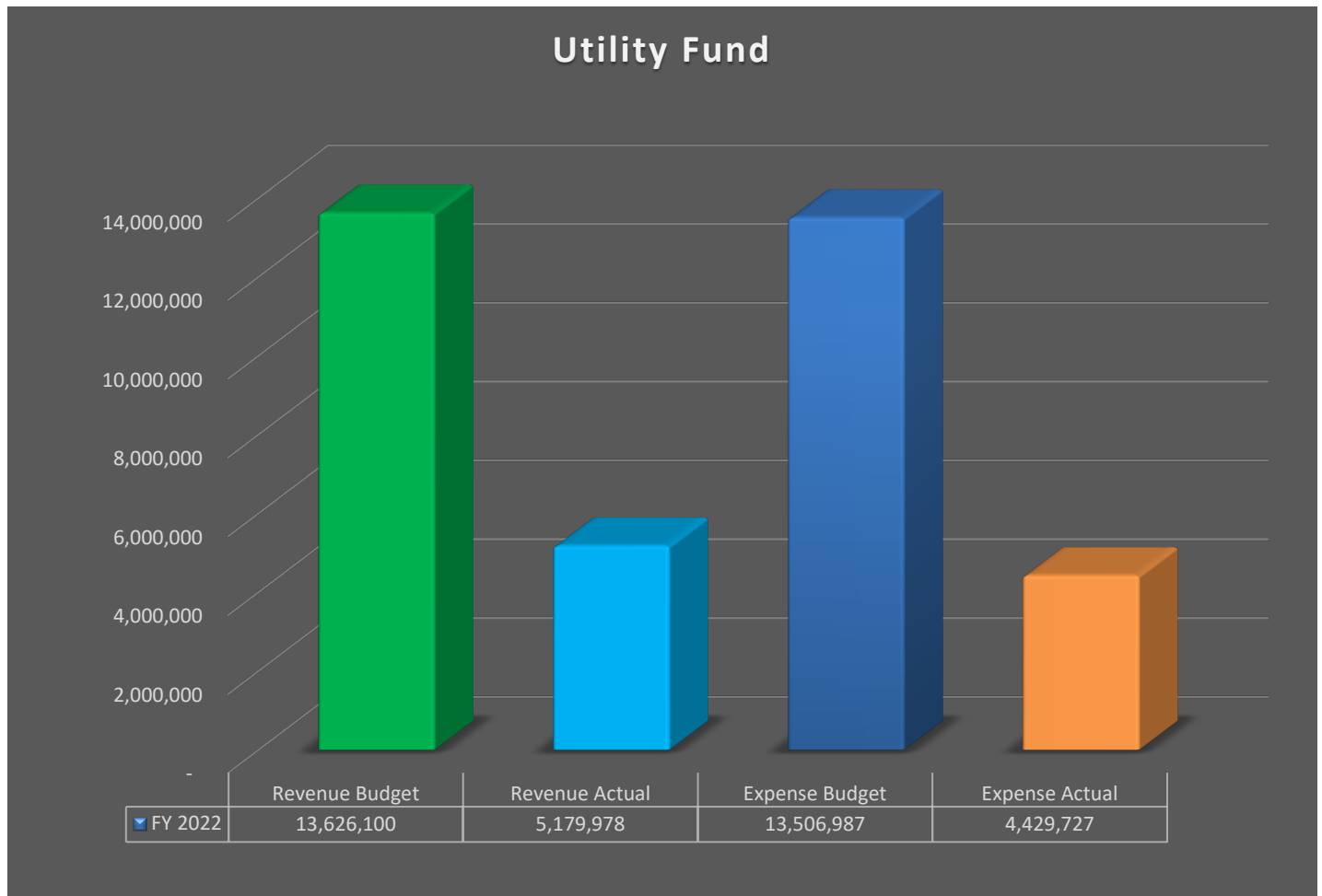
## GENERAL FUND EXPENDITURES BY DEPARTMENT



## GENERAL FUND EXPENDITURES BY TYPE



## FINANCIAL DASHBOARD AS OF JANUARY 31, 2022

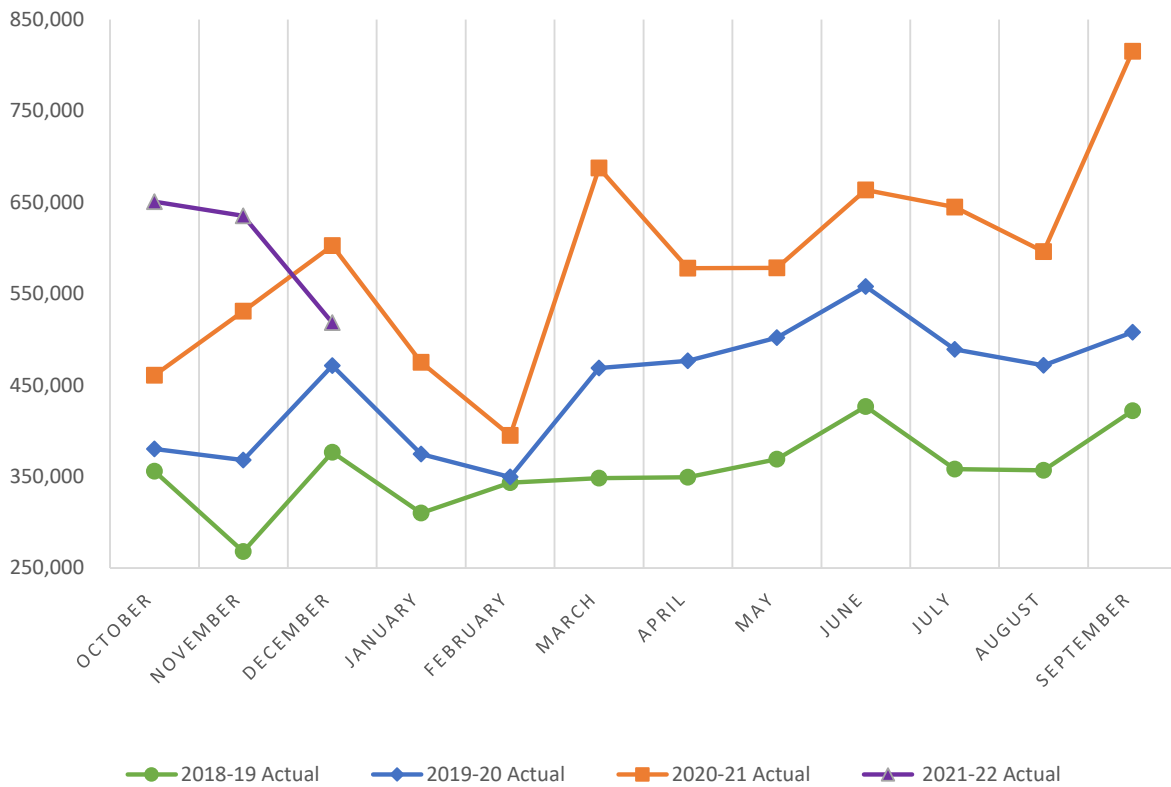


- Utility revenues were at 38.02% of budget
- Expenses were at 32.80% of budget

### CITY ONLY Monthly Sales Tax Revenue

| Received       | FY Accrual | 2018-19 | 2019-20 | 2020-21 | 2021-22   |           |
|----------------|------------|---------|---------|---------|-----------|-----------|
|                |            | Actual  | Actual  | Actual  | Estimate  | Actual    |
| December       | October    | 355,906 | 380,217 | 460,839 | 440,696   | 650,779   |
| January        | November   | 268,005 | 368,031 | 531,091 | 426,572   | 635,102   |
| February       | December   | 376,485 | 471,312 | 602,713 | 546,281   | 518,338   |
| March          | January    | 310,216 | 374,496 | 475,083 | 434,064   | -         |
| April          | February   | 343,422 | 349,480 | 395,000 | 405,070   | -         |
| May            | March      | 348,258 | 468,816 | 687,438 | 543,387   | -         |
| June           | April      | 349,284 | 476,524 | 578,119 | 552,322   | -         |
| July           | May        | 369,062 | 501,930 | 578,444 | 581,769   | -         |
| August         | June       | 426,662 | 558,000 | 663,684 | 646,758   | -         |
| September      | July       | 358,298 | 489,116 | 644,647 | 566,917   | -         |
| October        | August     | 356,908 | 471,586 | 596,256 | 546,598   | -         |
| November       | September  | 422,002 | 507,797 | 815,296 | 588,569   | -         |
| % Y-T-D Change |            | 17.3%   | 26.4%   | 29.7%   | 6,279,002 | 1,804,220 |

### SALES TAX COMPARISON



CITY OF HUTTO  
GENERAL FUND  
STATEMENT OF REVENUES  
FOR THE MONTH ENDED JANUARY 31, 2022

| REVENUES                          | BUDGET        | CURRENT<br>MONTH | FISCAL<br>YTD | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | PERCENT<br>OF<br>BUDGET |
|-----------------------------------|---------------|------------------|---------------|----------------------------------------|-------------------------|
| AD VALOREM TAXES                  | \$ 10,873,091 | \$ 1,625,701     | \$ 9,735,568  | \$ (1,137,523)                         | 89.54%                  |
| SALES TAX                         | 6,229,002     | 646,009          | 2,277,123     | (3,951,879)                            | 36.56%                  |
| FRANCHISE FEES                    | 952,355       | (4,394)          | 6,959         | (945,396)                              | 0.73%                   |
| PERMITS AND LICENSES              | 3,285,200     | 340,945          | 1,885,979     | (1,399,221)                            | 57.41%                  |
| CHARGES FOR SERVICES              | 67,250        | 11,194           | 122,308       | 55,058                                 | 181.87%                 |
| FINES                             | 238,000       | 37,326           | 121,360       | (116,640)                              | 50.99%                  |
| DRAINAGE FEES                     | 450,000       | 44,938           | 178,337       | (271,663)                              | 39.63%                  |
| GRANT REVENUE                     | -             | -                | 17,378        | 17,378                                 | 0.00%                   |
| OTHER REVENUES                    | 100,000       | 6,001            | 3,511         | (96,489)                               | 3.51%                   |
| INTEREST                          | 20,000        | 660              | 1,569         | (18,431)                               | 7.85%                   |
| SUB - TOTAL                       | \$ 22,214,898 | \$ 2,708,381     | \$ 14,350,092 | \$ (7,864,806)                         | 64.60%                  |
| TRANSFER FROM OTHER FUNDS         | 275,000       | -                | 23,846        | (251,154)                              | 8.67%                   |
| FUND BALANCE                      | -             | -                | -             | -                                      | 0.00%                   |
| TOTAL REVENUES                    | \$ 22,489,898 | \$ 2,708,381     | \$ 14,373,938 | \$ (8,115,960)                         | 63.91%                  |
| <b>GENERAL FUND SUMMARY</b>       |               |                  |               |                                        |                         |
| TOTAL REVENUE INCLUDING TRANSFERS | \$ 22,489,898 | \$ 2,708,381     | \$ 14,373,938 | \$ (19,781,517)                        | 12.04%                  |
| GENERAL FUND EXPENDITURES         | 22,171,082    | 1,057,511        | 4,886,173     | 21,113,571                             | 4.77%                   |
| BUDGETED FUND BALANCE             | -             | -                | -             | -                                      |                         |
| BALANCE                           | \$ 318,816    | \$ 1,650,870     | \$ 9,487,765  | \$ 1,332,054                           |                         |

**NOTES:**

The General Fund accounts for the resources used to finance the fundamental operations of the City.  
It is the basic fund of the City and covers all activities for which a separate fund has not been established.

CITY OF HUTTO  
GENERAL FUND  
STATEMENT OF EXPENDITURES  
FOR THE MONTH ENDED JANUARY 31, 2022

|                                         | CURRENT<br>BUDGET   | CURRENT<br>MONTH | FISCAL<br>YTD     | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | PERCENT<br>OF<br>BUDGET |
|-----------------------------------------|---------------------|------------------|-------------------|----------------------------------------|-------------------------|
| <b>ADMINISTRATION</b>                   |                     |                  |                   |                                        |                         |
| PERSONNEL                               | \$ 799,406          | \$ 32,472        | \$ 331,019        | \$ 468,387                             | 41.41%                  |
| SUPPLIES                                | 2,650               | 59               | 650               | 2,000                                  | 24.52%                  |
| PROFESSIONAL SERVICES                   | 25,050              | 22,710           | 26,849            | (1,799)                                | 107.18%                 |
| GENERAL                                 | 17,750              | -                | 6,090             | 11,660                                 | 34.31%                  |
| CAPITAL OUTLAY                          | -                   | -                | -                 | -                                      | 0.00%                   |
| <b>TOTAL ADMINISTRATION</b>             | <b>\$ 844,856</b>   | <b>\$ 55,241</b> | <b>\$ 364,608</b> | <b>\$ 480,248</b>                      | <b>43.16%</b>           |
| <b>CITY COUNCIL</b>                     |                     |                  |                   |                                        |                         |
| PERSONNEL                               | \$ 74,942           | \$ 5,974         | \$ 21,896         | \$ 53,047                              | 29.22%                  |
| SUPPLIES                                | 2,500               | -                | 308               | 2,192                                  | 12.33%                  |
| PROFESSIONAL SERVICES                   | 4,000               | -                | -                 | 4,000                                  | 0.00%                   |
| GENERAL                                 | 225,600             | 16,419           | 56,053            | 169,547                                | 24.85%                  |
| CAPITAL OUTLAY                          | -                   | -                | -                 | -                                      | 0.00%                   |
| <b>TOTAL CITY COUNCIL</b>               | <b>\$ 307,042</b>   | <b>\$ 22,393</b> | <b>\$ 78,257</b>  | <b>\$ 228,785</b>                      | <b>25.49%</b>           |
| <b>HUMAN RESOURCES</b>                  |                     |                  |                   |                                        |                         |
| PERSONNEL                               | \$ 331,390          | \$ 29,243        | \$ 71,056         | \$ 260,334                             | 21.44%                  |
| SUPPLIES                                | 2,250               | 161              | 425               | 1,825                                  | 18.90%                  |
| PROFESSIONAL SERVICES                   | 176,700             | 527              | 40,555            | 136,145                                | 22.95%                  |
| GENERAL                                 | 12,100              | -                | -                 | 12,100                                 | 0.00%                   |
| CAPITAL OUTLAY                          | -                   | -                | -                 | -                                      | 0.00%                   |
| <b>TOTAL HUMAN RESOURCES</b>            | <b>\$ 522,440</b>   | <b>\$ 29,931</b> | <b>\$ 112,036</b> | <b>\$ 410,404</b>                      | <b>21.44%</b>           |
| <b>ECONOMIC DEVELOPMENT</b>             |                     |                  |                   |                                        |                         |
| PERSONNEL                               | \$ 209,364          | \$ 15,106        | \$ 60,034         | \$ 149,330                             | 28.67%                  |
| SUPPLIES                                | 13,350              | -                | 17,730            | (4,380)                                | 132.81%                 |
| PROFESSIONAL SERVICES                   | 40,000              | -                | -                 | 40,000                                 | 0.00%                   |
| GENERAL                                 | 10,100              | -                | 2,074             | 8,026                                  | 20.54%                  |
| CAPITAL OUTLAY                          | -                   | -                | -                 | -                                      | 0.00%                   |
| <b>TOTAL ECONOMIC DEVELOPMENT</b>       | <b>\$ 272,814</b>   | <b>\$ 15,106</b> | <b>\$ 79,839</b>  | <b>\$ 192,975</b>                      | <b>29.26%</b>           |
| <b>FINANCE</b>                          |                     |                  |                   |                                        |                         |
| PERSONNEL                               | \$ 973,770          | \$ 47,396        | \$ 231,949        | \$ 741,821                             | 23.82%                  |
| SUPPLIES                                | 7,500               | -                | 4,827             | 2,673                                  | 64.36%                  |
| PROFESSIONAL SERVICES                   | 299,250             | 570              | 38,684            | 260,566                                | 12.93%                  |
| GENERAL                                 | 387,600             | 61,747           | 160,649           | 226,951                                | 41.45%                  |
| CAPITAL OUTLAY                          | -                   | -                | -                 | -                                      | 0.00%                   |
| <b>TOTAL FINANCE</b>                    | <b>1,668,120</b>    | <b>109,713</b>   | <b>436,109</b>    | <b>1,232,011</b>                       | <b>26.14%</b>           |
| <b>MUNICIPAL COURT</b>                  |                     |                  |                   |                                        |                         |
| PERSONNEL                               | \$ 222,428          | \$ 20,101        | \$ 73,311         | \$ 149,116                             | 32.96%                  |
| SUPPLIES                                | 1,550               | -                | 1,216             | 334                                    | 78.47%                  |
| PROFESSIONAL SERVICES                   | 24,250              | 100              | 504               | 23,746                                 | 2.08%                   |
| GENERAL                                 | 20,200              | 1,391            | 4,077             | 16,123                                 | 20.18%                  |
| CAPITAL OUTLAY                          | -                   | -                | -                 | -                                      | 0.00%                   |
| <b>TOTAL MUNICIPAL COURT</b>            | <b>\$ 268,428</b>   | <b>\$ 21,592</b> | <b>\$ 79,109</b>  | <b>\$ 189,319</b>                      | <b>29.47%</b>           |
| <b>PLANNING &amp; DEVELOPMENT</b>       |                     |                  |                   |                                        |                         |
| PERSONNEL                               | \$ 1,184,585        | \$ 62,763        | \$ 253,551        | \$ 931,034                             | 21.40%                  |
| SUPPLIES                                | 27,150              | 11               | 1,980             | 25,170                                 | 7.29%                   |
| PROFESSIONAL SERVICES                   | 890,550             | 34,470           | 117,380           | 773,170                                | 13.18%                  |
| GENERAL                                 | 32,150              | 1,282            | 3,923             | 28,227                                 | 12.20%                  |
| CAPITAL OUTLAY                          | 40,000              | -                | -                 | 40,000                                 | 0.00%                   |
| <b>TOTAL PLANNING &amp; DEVELOPMENT</b> | <b>\$ 2,174,435</b> | <b>\$ 98,525</b> | <b>\$ 376,835</b> | <b>\$ 1,797,600</b>                    | <b>17.33%</b>           |

CITY OF HUTTO  
GENERAL FUND  
STATEMENT OF EXPENDITURES  
FOR THE MONTH ENDED JANUARY 31, 2022

|                                      | CURRENT<br>BUDGET   | CURRENT<br>MONTH  | FISCAL<br>YTD       | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | PERCENT<br>OF<br>BUDGET |
|--------------------------------------|---------------------|-------------------|---------------------|----------------------------------------|-------------------------|
| <b>CONSTRUCTION INSPECTION</b>       |                     |                   |                     |                                        |                         |
| PERSONNEL                            | \$ 162,945          | \$ 12,545         | \$ 50,109           | \$ 112,836                             | 30.75%                  |
| SUPPLIES                             | 13,500              | 199               | 1,552               | 11,948                                 | 11.50%                  |
| MAINTENANCE                          | 750                 | -                 | -                   | 750                                    | 0.00%                   |
| PROFESSIONAL SERVICES                | 10,247              | -                 | 2,509               | 7,738                                  | 24.49%                  |
| GENERAL                              | 6,000               | -                 | -                   | 6,000                                  | 0.00%                   |
| CAPITAL OUTLAY                       | -                   | -                 | -                   | -                                      | 0.00%                   |
| <b>TOTAL CONSTRUCTION INSPECTION</b> | <b>\$ 193,442</b>   | <b>\$ 12,744</b>  | <b>\$ 54,170</b>    | <b>\$ 139,272</b>                      | <b>28.00%</b>           |
| <b>STREETS &amp; DRAINAGE</b>        |                     |                   |                     |                                        |                         |
| PERSONNEL                            | \$ 771,115          | \$ 31,585         | \$ 127,634          | \$ 643,481                             | 16.55%                  |
| SUPPLIES                             | 68,000              | 3,254             | 10,625              | 57,375                                 | 15.62%                  |
| MAINTENANCE                          | 130,000             | 5,274             | 14,465              | 115,535                                | 11.13%                  |
| PROFESSIONAL SERVICES                | 434,000             | 21,583            | 57,964              | 376,036                                | 13.36%                  |
| GENERAL                              | 225,000             | 18,253            | 54,237              | 170,763                                | 0.00%                   |
| CAPITAL OUTLAY                       | 1,844,075           | -                 | -                   | 1,844,075                              | 0.00%                   |
| <b>TOTAL STREETS &amp; DRAINAGE</b>  | <b>\$ 3,472,190</b> | <b>\$ 79,948</b>  | <b>\$ 264,924</b>   | <b>\$ 3,207,265</b>                    | <b>7.63%</b>            |
| <b>POLICE</b>                        |                     |                   |                     |                                        |                         |
| PERSONNEL                            | \$ 5,212,894        | \$ 337,201        | \$ 1,440,640        | \$ 3,772,254                           | 27.64%                  |
| SUPPLIES                             | 486,900             | 10,342            | 109,601             | 377,299                                | 22.51%                  |
| MAINTENANCE                          | 18,200              | 759               | 7,699               | 10,501                                 | 42.30%                  |
| PROFESSIONAL SERVICES/FEES           | 273,500             | 43,934            | 118,103             | 155,397                                | 43.18%                  |
| GENERAL                              | 114,600             | 1,920             | 12,311              | 102,289                                | 0.00%                   |
| CAPITAL OUTLAY                       | 690,000             | 28,848            | 28,848              | 661,152                                | 0.00%                   |
| <b>TOTAL POLICE</b>                  | <b>\$ 6,796,094</b> | <b>\$ 423,003</b> | <b>\$ 1,717,202</b> | <b>\$ 5,078,891</b>                    | <b>25.27%</b>           |
| <b>CITY SECRETARY</b>                |                     |                   |                     |                                        |                         |
| PERSONNEL                            | \$ 218,189          | \$ 5,967          | \$ 53,434           | \$ 164,755                             | 24.49%                  |
| SUPPLIES                             | 950                 | -                 | -                   | 950                                    | 0.00%                   |
| PROFESSIONAL SERVICES                | 120,000             | 1,102             | 47,336              | 72,664                                 | 39.45%                  |
| GENERAL                              | 6,700               | -                 | 1,226               | 5,474                                  | 18.30%                  |
| CAPITAL OUTLAY                       | -                   | -                 | -                   | -                                      | 0.00%                   |
| <b>TOTAL CITY SECRETARY</b>          | <b>\$ 345,839</b>   | <b>\$ 7,070</b>   | <b>\$ 101,997</b>   | <b>\$ 243,842</b>                      | <b>29.49%</b>           |
| <b>COMMUNICATIONS</b>                |                     |                   |                     |                                        |                         |
| PERSONNEL                            | \$ 287,711          | \$ 15,364         | \$ 62,534           | \$ 225,176                             | 21.74%                  |
| SUPPLIES                             | 3,200               | (279)             | 443                 | 2,757                                  | 13.86%                  |
| PROFESSIONAL SERVICES                | 119,826             | 6,672             | 16,836              | 102,990                                | 14.05%                  |
| GENERAL                              | 4,000               | -                 | 129                 | 3,871                                  | 3.22%                   |
| CAPITAL OUTLAY                       | -                   | -                 | -                   | -                                      | 0.00%                   |
| <b>TOTAL COMMUNICATIONS</b>          | <b>\$ 414,737</b>   | <b>\$ 21,758</b>  | <b>\$ 79,943</b>    | <b>\$ 334,794</b>                      | <b>19.28%</b>           |
| <b>LIBRARY</b>                       |                     |                   |                     |                                        |                         |
| PERSONNEL                            | \$ 182,182          | \$ 13,490         | \$ 46,002           | \$ 136,180                             | 25.25%                  |
| SUPPLIES                             | 50,000              | 1,536             | 10,074              | 39,926                                 | 20.15%                  |
| PROFESSIONAL SERVICES                | 4,100               | -                 | 2,000               | 2,100                                  | 48.78%                  |
| GENERAL                              | 3,500               | 51                | 476                 | 3,024                                  | 13.60%                  |
| CAPITAL OUTLAY                       | -                   | -                 | -                   | -                                      | 0.00%                   |
| <b>TOTAL LIBRARY</b>                 | <b>\$ 239,782</b>   | <b>\$ 15,076</b>  | <b>\$ 58,552</b>    | <b>\$ 181,230</b>                      | <b>24.42%</b>           |
| <b>COMMUNITY RELATIONS</b>           |                     |                   |                     |                                        |                         |
| PERSONNEL                            | \$ 173,008          | \$ 12,937         | \$ 51,550           | \$ 121,459                             | 29.80%                  |
| SUPPLIES                             | 240,900             | 883               | 27,882              | 213,018                                | 11.57%                  |
| PROFESSIONAL SERVICES                | 430,500             | 594               | 88,848              | 341,652                                | 20.64%                  |
| GENERAL                              | 5,000               | 13                | 1,355               | 3,645                                  | 27.10%                  |
| CAPITAL OUTLAY                       | -                   | -                 | -                   | -                                      | 0.00%                   |
| <b>TOTAL COMMUNITY RELATIONS</b>     | <b>\$ 849,408</b>   | <b>\$ 14,428</b>  | <b>\$ 169,636</b>   | <b>\$ 679,773</b>                      | <b>19.97%</b>           |

CITY OF HUTTO  
GENERAL FUND  
STATEMENT OF EXPENDITURES  
FOR THE MONTH ENDED JANUARY 31, 2022

|                                     | CURRENT<br>BUDGET    | CURRENT<br>MONTH    | FISCAL<br>YTD       | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | PERCENT<br>OF<br>BUDGET |
|-------------------------------------|----------------------|---------------------|---------------------|----------------------------------------|-------------------------|
| <b>INFORMATION TECHNOLOGY</b>       |                      |                     |                     |                                        |                         |
| PERSONNEL                           | \$ 243,611           | \$ 12,496           | \$ 50,460           | \$ 193,151                             | 20.71%                  |
| SUPPLIES                            | 64,600               | -                   | 18,654              | 45,946                                 | 28.88%                  |
| PROFESSIONAL SERVICES               | 648,200              | 28,927              | 258,217             | 389,983                                | 39.84%                  |
| GENERAL                             | 10,600               | -                   | 175                 | 10,425                                 | 1.65%                   |
| CAPITAL OUTLAY                      | 40,000               | -                   | -                   | 40,000                                 | 0.00%                   |
| <b>TOTAL INFORMATION TECHNOLOGY</b> | <b>\$ 1,007,011</b>  | <b>\$ 41,423</b>    | <b>\$ 327,506</b>   | <b>\$ 679,505</b>                      | <b>32.52%</b>           |
| <b>PARKS MAINTENANCE</b>            |                      |                     |                     |                                        |                         |
| PERSONNEL                           | \$ 409,996           | \$ 20,410           | \$ 78,091           | \$ 331,905                             | 19.05%                  |
| SUPPLIES                            | 9,750                | 417                 | 2,912               | 6,838                                  | 29.87%                  |
| MAINTENANCE                         | 81,500               | 117                 | 9,618               | 71,882                                 | 11.80%                  |
| PROFESSIONAL SERVICES               | 260,000              | 10,143              | 34,391              | 225,609                                | 13.23%                  |
| GENERAL                             | 25,000               | -                   | -                   | 25,000                                 | 0.00%                   |
| CAPITAL OUTLAY                      | -                    | -                   | -                   | -                                      | 0.00%                   |
| <b>TOTAL PARKS MAINTENANCE</b>      | <b>\$ 786,246</b>    | <b>\$ 31,087</b>    | <b>\$ 125,012</b>   | <b>\$ 661,234</b>                      | <b>15.90%</b>           |
| <b>PARKS &amp; RECREATION</b>       |                      |                     |                     |                                        |                         |
| PERSONNEL                           | \$ 91,628            | \$ 2,527            | \$ 10,155           | \$ 81,473                              | 11.08%                  |
| SUPPLIES                            | 3,800                | -                   | 295                 | 3,505                                  | 7.76%                   |
| PROFESSIONAL SERVICES               | 11,500               | 1,115               | 4,943               | 6,557                                  | 42.99%                  |
| GENERAL                             | 20,750               | 1,273               | 6,965               | 13,785                                 | 33.57%                  |
| CAPITAL OUTLAY                      | -                    | -                   | -                   | -                                      | 0.00%                   |
| <b>TOTAL PARKS &amp; RECREATION</b> | <b>\$ 127,678</b>    | <b>\$ 4,915</b>     | <b>\$ 22,359</b>    | <b>\$ 105,320</b>                      | <b>17.51%</b>           |
| <b>FLEET MAINTENANCE</b>            |                      |                     |                     |                                        |                         |
| PERSONNEL                           | \$ 77,871            | \$ 5,995            | \$ 24,116           | \$ 53,755                              | 30.97%                  |
| SUPPLIES                            | 32,450               | 63                  | 716                 | 31,734                                 | 2.21%                   |
| MAINTENANCE                         | 130,000              | 3,902               | 21,945              | 108,055                                | 16.88%                  |
| PROFESSIONAL SERVICES               | 5,000                | -                   | 1,175               | 3,825                                  | 23.51%                  |
| GENERAL                             | 250                  | -                   | 447                 | (197)                                  | 178.80%                 |
| CAPITAL OUTLAY                      | 45,000               | -                   | -                   | 45,000                                 | 0.00%                   |
| <b>TOTAL FLEET MAINTENANCE</b>      | <b>\$ 290,571</b>    | <b>\$ 9,960</b>     | <b>\$ 48,399</b>    | <b>\$ 242,172</b>                      | <b>16.66%</b>           |
| <b>FACILITY MAINTENANCE</b>         |                      |                     |                     |                                        |                         |
| PERSONNEL                           | \$ 183,129           | \$ 9,096            | \$ 36,160           | \$ 146,969                             | 19.75%                  |
| SUPPLIES                            | 28,950               | 3,536               | 4,357               | 24,593                                 | 15.05%                  |
| MAINTENANCE                         | 600,000              | 9,191               | 22,867              | 577,133                                | 3.81%                   |
| PROFESSIONAL SERVICES               | 88,500               | 6,400               | 33,175              | 55,325                                 | 37.49%                  |
| GENERAL                             | 2,000                | -                   | -                   | 2,000                                  | 0.00%                   |
| CAPITAL OUTLAY                      | -                    | -                   | -                   | -                                      | 0.00%                   |
| <b>TOTAL FACILITY MAINTENANCE</b>   | <b>\$ 902,579</b>    | <b>\$ 28,224</b>    | <b>\$ 96,560</b>    | <b>\$ 806,019</b>                      | <b>10.70%</b>           |
| <b>NON-DEPARTMENTAL</b>             |                      |                     |                     |                                        |                         |
| SUPPLIES                            | \$ 12,000            | \$ 948              | \$ 2,552            | \$ 9,448                               | 21.26%                  |
| MAINTENANCE                         | 70,371               | -                   | 70,371              | -                                      | 0.00%                   |
| PROFESSIONAL SERVICES               | 350,000              | 2,964               | 92,333              | 257,667                                | 26.38%                  |
| GENERAL                             | 255,000              | 11,464              | 127,865             | 127,135                                | 50.14%                  |
| CAPITAL OUTLAY                      | -                    | -                   | -                   | -                                      | 0.00%                   |
| <b>TOTAL NON-DEPARTMENTAL</b>       | <b>\$ 687,371</b>    | <b>\$ 15,375</b>    | <b>\$ 293,120</b>   | <b>\$ 394,251</b>                      | <b>42.64%</b>           |
| <b>TOTAL EXPENDITURES</b>           | <b>\$ 22,171,082</b> | <b>\$ 1,057,511</b> | <b>\$ 4,886,173</b> | <b>\$ 17,284,909</b>                   | <b>4.77%</b>            |

CITY OF HUTTO  
SPECIAL REVENUE FUNDS  
STATEMENT OF REVENUES AND EXPENDITURES  
FOR THE MONTH ENDED JANUARY 31, 2022

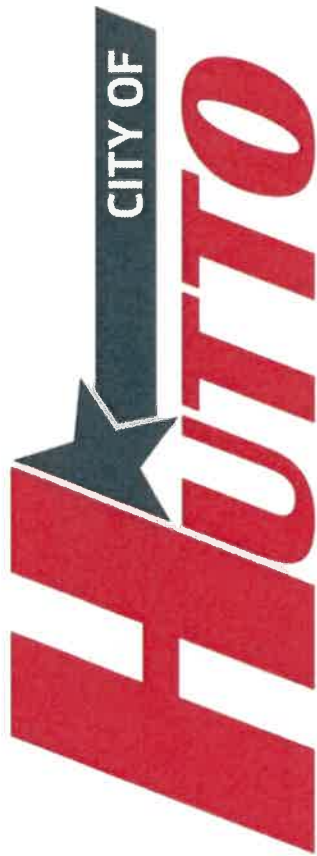
|                                          | CURRENT<br>BUDGET   | CURRENT<br>MONTH    | FISCAL<br>YTD       | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | PERCENT<br>OF<br>BUDGET |
|------------------------------------------|---------------------|---------------------|---------------------|----------------------------------------|-------------------------|
| <b>HOTEL TAX FUND</b>                    |                     |                     |                     |                                        |                         |
| REVENUES                                 | \$ 175,000          | \$ 39,712           | \$ 81,746           | \$ (93,254)                            | 46.71%                  |
| EXPENDITURES                             | 175,000             | -                   | -                   | 175,000                                | 0.00%                   |
| BUDGETED FUND BALANCE                    | -                   | -                   | -                   | -                                      |                         |
| NET CHANGE                               | <u>\$ -</u>         | <u>\$ 39,712</u>    | <u>\$ 81,746</u>    | <u>\$ 81,746.42</u>                    |                         |
| <b>PEG CAPITAL FUND</b>                  |                     |                     |                     |                                        |                         |
| REVENUES                                 | \$ 70,000           | \$ -                | \$ 492              | \$ (69,508)                            | 0.70%                   |
| EXPENDITURES                             | 45,000              | -                   | -                   | 45,000                                 | 0.00%                   |
| BUDGETED FUND BALANCE                    | -                   | -                   | -                   | -                                      |                         |
| NET CHANGE                               | <u>\$ 25,000</u>    | <u>\$ -</u>         | <u>\$ 492</u>       | <u>\$ (24,508)</u>                     |                         |
| <b>PARK IMPROVEMENT FUND</b>             |                     |                     |                     |                                        |                         |
| REVENUES                                 | \$ 251,500          | \$ 23               | \$ 272,900          | \$ 21,400                              | 108.51%                 |
| EXPENDITURES                             | 1,000,000           | -                   | -                   | 1,000,000                              | 0.00%                   |
| BUDGETED FUND BALANCE                    | -                   | -                   | -                   | -                                      |                         |
| NET CHANGE                               | <u>\$ 1,251,500</u> | <u>\$ 23</u>        | <u>\$ 272,900</u>   | <u>\$ 1,021,400</u>                    |                         |
| <b>COMMUNITY PID FEES</b>                |                     |                     |                     |                                        |                         |
| REVENUES                                 | \$ -                | \$ 236              | \$ 2,375,211        | \$ 2,375,211                           | 0.00%                   |
| EXPENDITURES                             | -                   | -                   | -                   | -                                      | 0.00%                   |
| BUDGETED FUND BALANCE                    | -                   | -                   | -                   | -                                      |                         |
| NET CHANGE                               | <u>\$ -</u>         | <u>\$ 236</u>       | <u>\$ 2,375,211</u> | <u>\$ 2,375,211</u>                    |                         |
| <b>COMMUNITY DEVELOPMENT CORPORATION</b> |                     |                     |                     |                                        |                         |
| REVENUES                                 | \$ 2,307,651        | \$ 214,198          | \$ 1,249,427        | \$ (1,058,224)                         | 54.14%                  |
| EXPENDITURES                             | 2,644,086           | 331,018             | 998,958             | 1,645,128                              | 37.78%                  |
| BUDGETED FUND BALANCE                    | -                   | -                   | -                   | -                                      |                         |
| NET CHANGE                               | <u>\$ (336,435)</u> | <u>\$ (116,820)</u> | <u>\$ 250,469</u>   | <u>\$ (2,703,353)</u>                  |                         |

CITY OF HUTTO  
UTILITY FUND  
STATEMENT OF REVENUES & EXPENSES  
FOR THE MONTH ENDED JANUARY 31, 2022

|                            | BUDGET               | CURRENT<br>MONTH    | FISCAL<br>YTD       | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | PERCENT<br>OF<br>BUDGET |
|----------------------------|----------------------|---------------------|---------------------|----------------------------------------|-------------------------|
| <b>REVENUES</b>            |                      |                     |                     |                                        |                         |
| CHARGES FOR SERVICES       | \$ 13,480,000        | \$ 1,118,219        | \$ 5,041,118        | \$ (8,438,882)                         | 8.30%                   |
| FEES                       | 131,000              | 36,247              | 135,160             | 4,160                                  | 27.67%                  |
| OTHER REVENUES             | 15,000               | -                   | 3,425               | (11,575)                               | 0.00%                   |
| INTEREST                   | 100                  | 164                 | 275                 | 175                                    | 163.93%                 |
| SUB - TOTAL                | <u>\$ 13,626,100</u> | <u>\$ 1,154,629</u> | <u>\$ 5,179,978</u> | <u>\$ (8,446,122)</u>                  | 8.47%                   |
| TRANSFER FROM OTHER FUNDS  | -                    | -                   | -                   | -                                      | 0.00%                   |
| FUND BALANCE               | -                    | -                   | -                   | -                                      | 0.00%                   |
| TOTAL REVENUES             | <u>\$ 13,626,100</u> | <u>\$ 1,154,629</u> | <u>\$ 5,179,978</u> | <u>\$ (8,446,122)</u>                  | 8.47%                   |
| <b>EXPENSES</b>            |                      |                     |                     |                                        |                         |
| <b>UTILITY BILLING</b>     |                      |                     |                     |                                        |                         |
| PERSONNEL                  | \$ 413,422           | \$ 20,623           | \$ 80,315           | \$ 333,107                             | 19.43%                  |
| SUPPLIES                   | 132,350              | 370                 | 28,433              | 103,917                                | 21.48%                  |
| MAINTENANCE                | 2,000                | -                   | -                   | 2,000                                  | 0.00%                   |
| PROFESSIONAL SERVICES      | 63,000               | -                   | 26,515              | 36,485                                 | 42.09%                  |
| GENERAL                    | 322,000              | 21,087              | 90,944              | 231,056                                | 28.24%                  |
| CAPITAL OUTLAY             | 60,000               | -                   | -                   | 60,000                                 | 0.00%                   |
| TOTAL UTILITY BILLING      | <u>\$ 992,772</u>    | <u>\$ 42,080</u>    | <u>\$ 226,207</u>   | <u>\$ 766,565</u>                      | 22.79%                  |
| <b>PUBLIC WORKS ADMIN</b>  |                      |                     |                     |                                        |                         |
| PERSONNEL                  | \$ 526,481           | \$ 19,369           | \$ 59,811           | \$ 466,670                             | 11.36%                  |
| SUPPLIES                   | 10,500               | 417                 | 2,930               | 7,570                                  | 27.90%                  |
| PROFESSIONAL SERVICES      | -                    | -                   | -                   | -                                      | 0.00%                   |
| GENERAL                    | 1,600                | -                   | 104                 | 1,496                                  | 6.51%                   |
| CAPITAL OUTLAY             | -                    | -                   | -                   | -                                      | 0.00%                   |
| TOTAL PUBLIC WORKS ADMIN   | <u>\$ 538,581</u>    | <u>\$ 19,786</u>    | <u>\$ 62,845</u>    | <u>\$ 475,736</u>                      | 11.67%                  |
| <b>UTILITY OPERATIONS</b>  |                      |                     |                     |                                        |                         |
| PERSONNEL                  | \$ 833,710           | \$ 66,335           | \$ 268,471          | \$ 565,239                             | 32.20%                  |
| SUPPLIES                   | 212,250              | 18,821              | 58,908              | 153,342                                | 27.75%                  |
| MAINTENANCE                | 468,000              | 15,302              | 58,503              | 409,497                                | 12.50%                  |
| PROFESSIONAL SERVICES      | 3,397,500            | 311,680             | 1,082,459           | 2,315,041                              | 31.86%                  |
| GENERAL                    | 394,500              | 52,013              | 134,827             | 259,673                                | 34.18%                  |
| CAPITAL OUTLAY             | 275,000              | -                   | 429,864             | (154,864)                              | 156.31%                 |
| TOTAL UTILITY OPERATIONS   | <u>\$ 5,580,960</u>  | <u>\$ 464,151</u>   | <u>\$ 2,033,032</u> | <u>\$ 3,547,927</u>                    | 36.43%                  |
| <b>NON-DEPARTMENTAL</b>    |                      |                     |                     |                                        |                         |
| PROFESSIONAL SERVICES      | \$ 75,000            | \$ -                | \$ 3,661            | \$ 71,339                              | 4.88%                   |
| GENERAL                    | 110,000              | 8,523               | 34,090              | 75,910                                 | 30.99%                  |
| TRANSFERS TO OTHER FUNDS   | 6,209,675            | 517,473             | 2,069,892           | 4,139,783                              | 0.00%                   |
| TOTAL NON-DEPARTMENTAL     | <u>\$ 6,394,675</u>  | <u>\$ 525,995</u>   | <u>\$ 2,107,643</u> | <u>\$ 4,287,032</u>                    | 32.96%                  |
| TOTAL EXPENSES             | <u>\$ 13,506,987</u> | <u>\$ 1,052,012</u> | <u>\$ 4,429,727</u> | <u>\$ 9,077,260</u>                    | 7.79%                   |
| NET CHANGE IN FUND BALANCE | <u>\$ 119,113</u>    | <u>\$ 102,617</u>   | <u>\$ 750,251</u>   | <u>\$ (631,138)</u>                    |                         |

CITY OF HUTTO  
UTILITY FUNDS  
STATEMENT OF REVENUES AND EXPENSES  
FOR THE MONTH ENDED JANUARY 31, 2022

|                                 | CURRENT<br>BUDGET   | CURRENT<br>MONTH  | FISCAL<br>YTD       | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) | PERCENT<br>OF<br>BUDGET |
|---------------------------------|---------------------|-------------------|---------------------|----------------------------------------|-------------------------|
| <b>UTILITY IMPACT FEES FUND</b> |                     |                   |                     |                                        |                         |
| REVENUES                        | \$ 3,800,000        | \$ 1,028,850      | \$ 3,093,882        | \$ (706,118)                           | 81.42%                  |
| EXPENSES                        | 1,500,000           | 125,000           | 500,000             | 1,000,000                              | 33.33%                  |
| BUDGETED FUND BALANCE           | -                   | -                 | -                   | -                                      |                         |
| NET CHANGE                      | <u>\$ 2,300,000</u> | <u>\$ 903,850</u> | <u>\$ 2,593,882</u> | <u>\$ 293,882</u>                      |                         |
| <b>UTILITY CIP FUND</b>         |                     |                   |                     |                                        |                         |
| REVENUES                        | \$ 50,000           | \$ 139            | \$ 606              | \$ (49,394)                            | 1.21%                   |
| EXPENSES                        | 5,805,192           | 255               | 255                 | 5,804,937                              | 0.00%                   |
| BUDGETED FUND BALANCE           | 5,755,192           | -                 | -                   | (5,755,192)                            |                         |
| NET CHANGE                      | <u>\$ -</u>         | <u>\$ (116)</u>   | <u>\$ 351</u>       | <u>\$ 351</u>                          |                         |
| <b>SOLID WASTE FUND</b>         |                     |                   |                     |                                        |                         |
| REVENUES                        | \$ 2,000,000        | \$ 183,073        | \$ 771,322          | \$ (1,228,678)                         | 38.57%                  |
| EXPENSES                        | 2,000,000           | 157,985           | 467,957             | 1,532,043                              | 23.40%                  |
| BUDGETED FUND BALANCE           | -                   | -                 | -                   | -                                      |                         |
| NET CHANGE                      | <u>\$ -</u>         | <u>\$ 25,088</u>  | <u>\$ 303,365</u>   | <u>\$ 303,365</u>                      |                         |



## INVESTMENT PORTFOLIO REPORT

**For the Month Ended**

**January 31, 2022**

**Prepared by  
Valley View Consulting, L.L.C.**

The investment portfolio of the City of Hutto is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

A handwritten signature in blue ink, appearing to read "Angie Rios".

Chief Financial Officer

A handwritten signature in blue ink, appearing to be a stylized name.

Senior Accountant

These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

## Summary

### Month End Results by Investment Category:

| Asset Type    | December 31, 2021    |                      | January 31, 2022     |                      |
|---------------|----------------------|----------------------|----------------------|----------------------|
|               | Book Value           | Market Value         | Book Value           | Market Value         |
| Bank Deposits | \$ 5,934,458         | \$ 5,934,458         | \$ 4,913,122         | \$ 4,913,122         |
| MMF Sweep/MMA | 1,873,296            | 1,873,296            | 1,873,342            | 1,873,342            |
| LGIPs         | 58,687,224           | 58,687,224           | 60,754,718           | 60,754,718           |
| <b>Totals</b> | <b>\$ 66,494,978</b> | <b>\$ 66,494,978</b> | <b>\$ 67,541,183</b> | <b>\$ 67,541,183</b> |

#### Average Yield - Current Month (1)

|                              |       |                              |       |
|------------------------------|-------|------------------------------|-------|
| Total Portfolio              | 0.03% |                              |       |
| Rolling Three Month Treasury | 0.08% | Rolling Three Month Treasury | 0.06% |
| Rolling Six Month Treasury   | 0.12% | Rolling Six Month Treasury   | 0.07% |
|                              |       | TexPool                      | 0.04% |

#### Fiscal Year-to-Date Average Yield (2)

|                 |       |
|-----------------|-------|
| Total Portfolio | 0.02% |
|-----------------|-------|

#### Interest Earnings

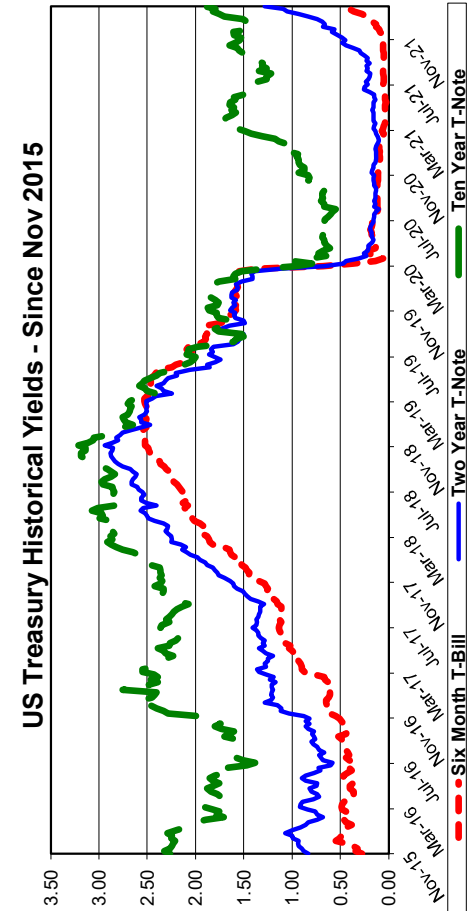
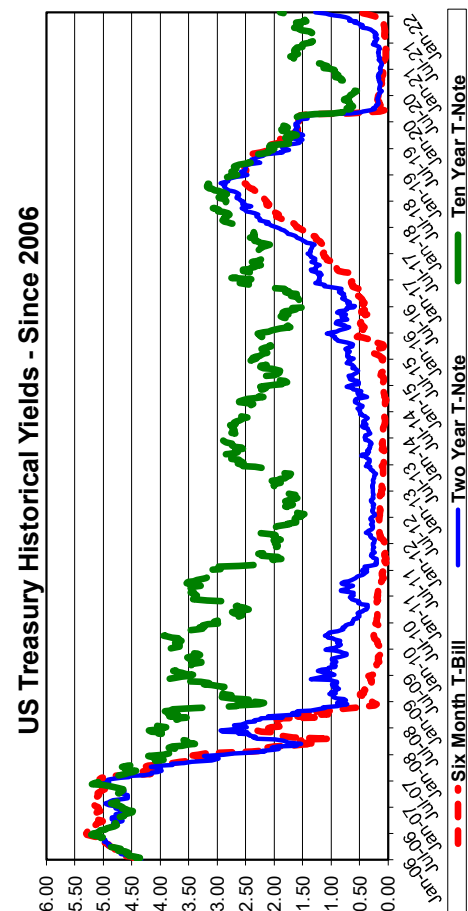
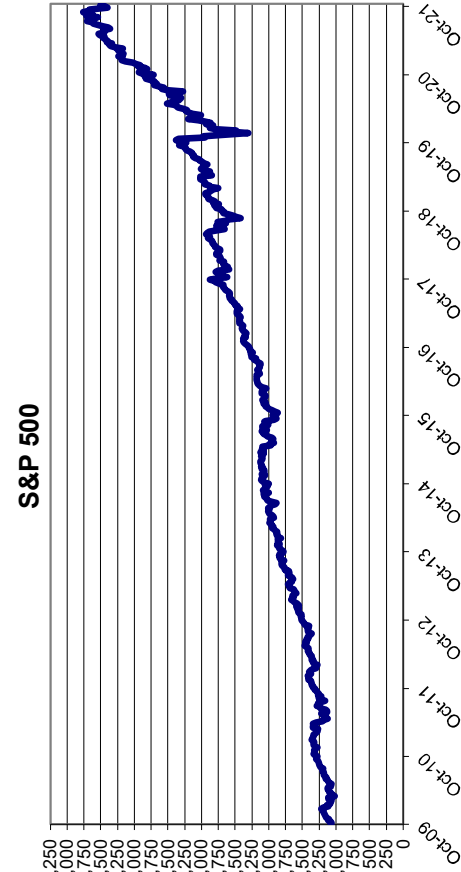
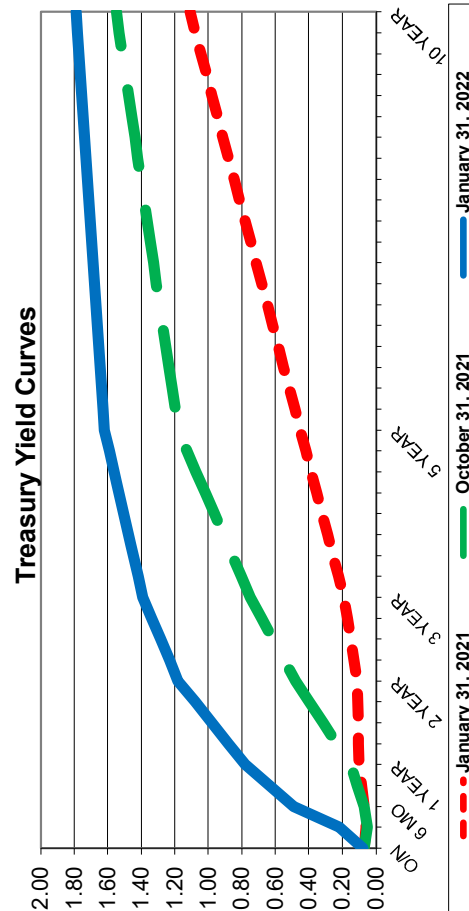
|                              |          |             |
|------------------------------|----------|-------------|
| Monthly Interest Income      | \$ 1,489 | Approximate |
| Year-to-date Interest Income | \$ 3,503 | Approximate |

(1) Average Yield calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Note: Portfolio values within this report prior to January 1, 2019 were obtained from previous monthly reports prepared on behalf of the City and were not checked for accuracy or completeness.

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%). The FOMC anticipates ending monthly security purchases March 2022. The futures market projections target range increases beginning shortly thereafter. Fourth Quarter GDP was preliminarily estimated at +6.9%, with 2021 annual growth at 5.7%. January Non-Farm Payroll surprisingly added 467k net new jobs and, more surprisingly, revised Dec and Nov up over 700K (Three Month Average NFP = 541k). Crude oil continues rising and now trades over \$90 per barrel. The Stock Markets waffled with major indices down 5+%. Most domestic economic indicators remain positive. The Chinese and European economies lowered near-term growth expectations. Inflation remained well over the FOMC 2% target (Core PCE +/-5.0%). The Yield Curve continued increasing in anticipation of future FOMC actions.



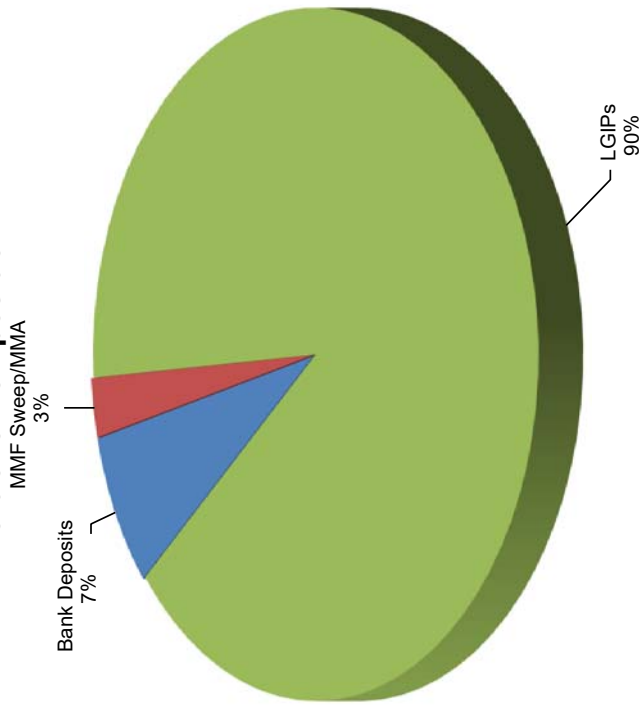
**Investment Holdings  
January 31, 2022**

| Description       | Ratings | Coupon/  |  | Maturity Date | Settlement |    | Par Value  | Book Value           | Market |    | Market Value         | Life (days) | Yield        |
|-------------------|---------|----------|--|---------------|------------|----|------------|----------------------|--------|----|----------------------|-------------|--------------|
|                   |         | Discount |  |               | Date       |    |            |                      | Price  |    |                      |             |              |
| Wells Fargo Bank  |         | 0.00%    |  | 02/01/22      | 01/31/22   | \$ | 4,706,758  | \$ 4,706,758         | 1.00   | \$ | 4,706,758            | 1           | 0.00%        |
| Bancorp South     |         | 0.10%    |  | 02/01/22      | 01/31/22   |    | 206,365    | 206,365              | 1.00   |    | 206,365              | 1           | 0.10%        |
| Bank of Texas MMF |         | 0.03%    |  | 02/01/22      | 01/31/22   |    | 1,873,342  | 1,873,342            | 1.00   |    | 1,873,342            | 1           | 0.03%        |
| TexPool           | AAAm    | 0.04%    |  | 02/01/22      | 01/31/22   |    | 18,397,686 | 18,397,686           | 1.00   |    | 18,397,686           | 1           | 0.04%        |
| Texas Class       | AAAm    | 0.10%    |  | 02/01/22      | 01/31/22   |    | 6,875,760  | 6,875,760            | 1.00   |    | 6,875,760            | 1           | 0.10%        |
| TexSTAR           | AAAm    | 0.01%    |  | 02/01/22      | 01/31/22   |    | 35,481,272 | 35,481,272           | 1.00   |    | 35,481,272           | 1           | 0.01%        |
|                   |         |          |  |               |            |    |            | <b>\$ 67,541,183</b> |        |    | <b>\$ 67,541,183</b> | <b>1</b>    | <b>0.03%</b> |
|                   |         |          |  |               |            |    |            |                      |        |    |                      | <b>(1)</b>  | <b>(2)</b>   |

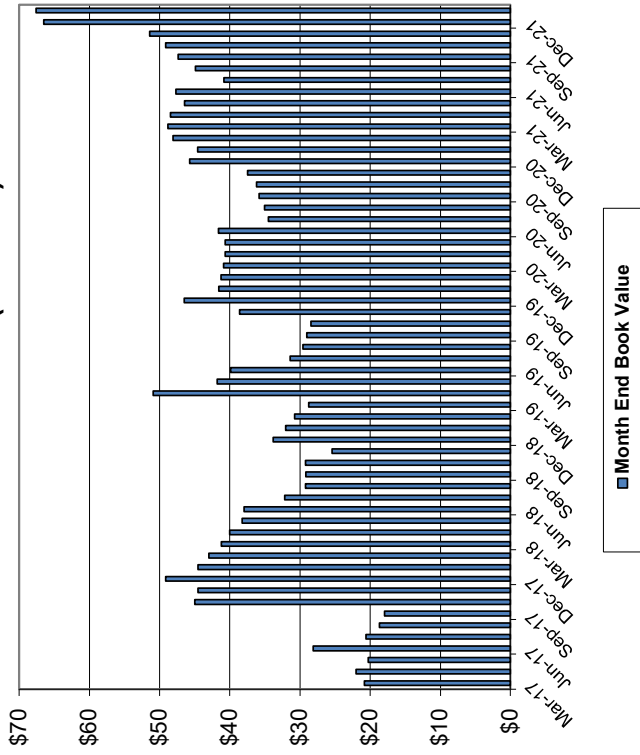
(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

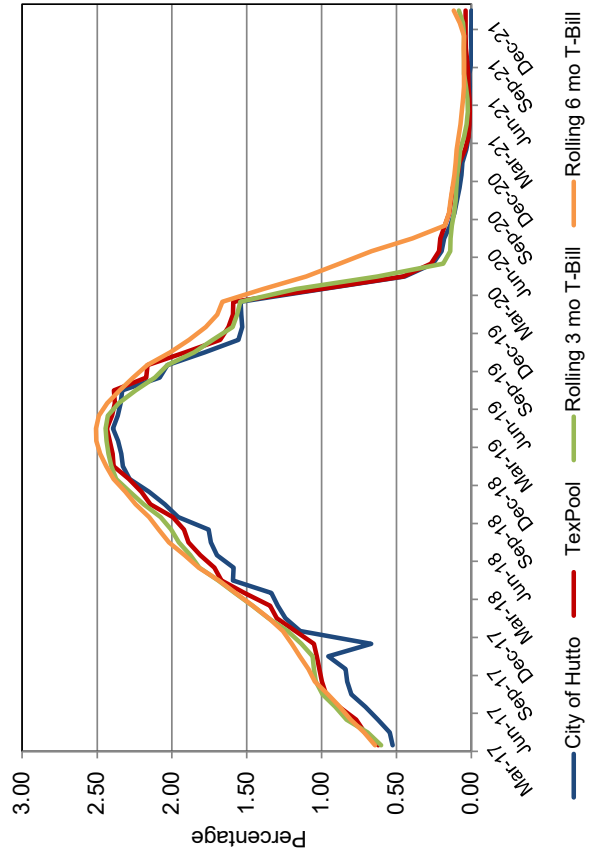
# Portfolio Composition



# Total Portfolio (Millions)



# Total Portfolio Performance



## Book & Market Value Comparison

| Issuer/Description     | Yield        | Maturity Date | Book Value 12/31/21  | Increases           | Decreases             | Book Value 01/31/22  | Market Value 12/31/21 | Change in Market Value | Market Value 01/31/22 |
|------------------------|--------------|---------------|----------------------|---------------------|-----------------------|----------------------|-----------------------|------------------------|-----------------------|
| Wells Fargo Bank       | 0.00%        | 02/01/22      | \$ 5,728,111         | \$ -                | \$ (1,021,353)        | \$ 4,706,758         | \$ 5,728,111          | \$ (1,021,353)         | \$ 4,706,758          |
| Bancorp South          | 0.10%        | 02/01/22      | 206,347              | 18                  | -                     | 206,365              | 206,347               | 18                     | 206,365               |
| Bank of Texas MMF      | 0.03%        | 02/01/22      | 1,873,296            | 47                  | -                     | 1,873,342            | 1,873,296             | 47                     | 1,873,342             |
| TexPool                | 0.04%        | 02/01/22      | 16,331,057           | 2,066,629           | -                     | 18,397,686           | 16,331,057            | 2,066,629              | 18,397,686            |
| Texas Class            | 0.10%        | 02/01/22      | 6,875,197            | 564                 | -                     | 6,875,760            | 6,875,197             | 564                    | 6,875,760             |
| TexSTAR                | 0.01%        | 02/01/22      | 35,480,971           | 301                 | -                     | 35,481,272           | 35,480,971            | 301                    | 35,481,272            |
| <b>TOTAL / AVERAGE</b> | <b>0.03%</b> |               | <b>\$ 66,494,978</b> | <b>\$ 2,067,558</b> | <b>\$ (1,021,353)</b> | <b>\$ 67,541,183</b> | <b>\$ 66,494,978</b>  | <b>\$ 1,046,205</b>    | <b>\$ 67,541,183</b>  |

**Fund Allocation - Book & Market Value**  
**January 31, 2022**

|                   | Total                | Operating<br>Funds   | Debt Service        | Capital<br>Projects  | Grant Funds         | PID Funds           | Utility Funds       | 2014 TWDB           |
|-------------------|----------------------|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| Wells Fargo Bank  | \$ 4,706,758         | \$ 4,706,758         |                     |                      |                     |                     |                     |                     |
| Bancorp South     | 206,365              | 206,365              |                     |                      |                     |                     |                     |                     |
| Bank of Texas MMF | 1,873,342            |                      |                     |                      |                     |                     |                     | 1,873,342           |
| TexPool           | 18,397,686           | 18,397,686           |                     |                      |                     |                     |                     |                     |
| Texas Class       | 6,875,760            |                      |                     |                      |                     | 2,875,211           | 4,000,550           |                     |
| TexSTAR           | 35,481,272           | 5,588,538            | 1,090,838           | 25,339,297           | 3,462,600           |                     |                     |                     |
| <b>Total</b>      | <b>\$ 67,541,183</b> | <b>\$ 28,899,346</b> | <b>\$ 1,090,838</b> | <b>\$ 25,339,297</b> | <b>\$ 3,462,600</b> | <b>\$ 2,875,211</b> | <b>\$ 4,000,550</b> | <b>\$ 1,873,342</b> |

**Fund Allocation - Book & Market Value  
December 31, 2021**

|                   | Total                | Operating<br>Funds   | Debt Service        | Capital<br>Projects  | Grant Funds         | PID Funds           | Utility Funds       | 2014 TWDB           |
|-------------------|----------------------|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|---------------------|
| Wells Fargo Bank  | \$ 5,728,111         | \$ 5,728,111         |                     |                      |                     |                     |                     |                     |
| Bancorp South     | 206,347              | 206,347              |                     |                      |                     |                     |                     |                     |
| Bank of Texas MMF | 1,873,296            |                      |                     |                      |                     |                     |                     | 1,873,296           |
| TexPool           | 16,331,057           | 16,331,057           |                     |                      |                     |                     |                     |                     |
| Texas Class       | 6,875,197            |                      |                     |                      |                     | 2,874,975           | 4,000,222           |                     |
| TexSTAR           | 35,480,971           | 5,588,490            | 1,090,829           | 25,339,081           | 3,462,570           |                     |                     |                     |
| <b>Total</b>      | <b>\$ 66,494,978</b> | <b>\$ 27,854,005</b> | <b>\$ 1,090,829</b> | <b>\$ 25,339,081</b> | <b>\$ 3,462,570</b> | <b>\$ 2,874,975</b> | <b>\$ 4,000,222</b> | <b>\$ 1,873,296</b> |

# AGENDA ITEM REPORT

## 12.4.



**To:** City Council  
**Subject:** Quarterly Engineering Update (Ashley Lumpkin and Wade Benton)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Development Services /  
**Staff Contact:** Ashley Lumpkin

### BACKGROUND INFORMATION:

The City is experiencing unprecedented development activities for FY 2022 that are a continuation of trends experienced in 2021. The sharp rise in development permit activities has required additional engineering support to keep up with demand. Starting in October 2021, third-party engineering services have been utilized to perform engineering reviews associated with subdivision and site plan applications. The engineering firms providing development reviews were selected under the On-Call Engineering RFQ in 2021.

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None

# AGENDA ITEM REPORT

## 12.5.



**To:** City Council  
**Subject:** Update on Utilities Master Plan (Wade Benton)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Engineering /  
**Staff Contact:**

### BACKGROUND INFORMATION:

The large number of new residential developments coming into the city has resulted in the need to evaluate the city's existing infrastructure and identify improvements needed to support the new development. In particular, determination of water and wastewater service availability is critical for long term planning for the city and to evaluate the impact of proposed developments.

The city's current water and wastewater master plan was last updated in 2018.

### SUMMARY OF REQUEST:

Recommend engagement of consultant engineer to prepare updates to both the water and wastewater master plans.

### STAFF REVIEW:

### FINANCIAL IMPACT:

Funding for the master plan updates to be included in future budget amendment.

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None

# AGENDA ITEM REPORT

## 12.6.



**To:** City Council  
**Subject:** Update on infrastructure projects. (Mayor Snyder)  
**Meeting:** Thursday, February 17, 2022  
**Department:** Engineering /  
**Staff Contact:**

### BACKGROUND INFORMATION:

Staff update on infrastructure projects:

- FM 1660 Intersections
- Legends of Hutto Drainage
- Live Oak Street
- Lakeside Sidewalks
- CR 137

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None

# AGENDA ITEM REPORT

## 12.7.



**To:** City Council  
**Subject:** Presentation on Stromberg Development (Mayor Snyder, Council Member Thornton)  
**Meeting:** Thursday, February 17, 2022  
**Department:** City Manager /  
**Staff Contact:**

### BACKGROUND INFORMATION:

### SUMMARY OF REQUEST:

### STAFF REVIEW:

### FINANCIAL IMPACT:

### POLICY IMPLICATIONS:

### ATTACHMENTS:

None