



City of Hutto

Agenda

City Council Meeting

Thursday, April 21, 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

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATION

5.1. Honoring Chief Jim Stuart of the Hutto Police Department

5.2. Recognition as a 2021 Tree City USA by Arbor Day Foundation - Jonathan Motsinger, Texas A & M Forest Service

5.3. Emergency Services District ISO Rating by Chief Kerwood

6. CITY MANAGER COMMENTS

6.1. Swearing In of Police Chief Jeffrey Yarbrough

6.2. Swearing In of City Secretary Angela Walton

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 PRIOR to 4:00 pm on 4/21/22. 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 possible action on approving the March 17, 2022 City Council meeting minutes. (Angela Walton)
- 9.2. Consideration and possible action on Ordinance No. O-2022-011 for the proposed Hutto Landing Planned Unit Development (PUD), 31.9 acres, more or less, of land, located off of Exchange Boulevard (Second Reading) (Ashley Lumpkin)
- 9.3. Consideration and possible action on Resolution No. R-2022-040 authorizing the City Manager to enter into an agreement for mowing services for all City of Hutto easements and right of ways. (Angie Rios)
- 9.4. Consideration and possible action on Resolution No. R-2022-019 authorizing the City Manager to enter into an agreement for mowing services for all City of Hutto parks. (Angie Rios)
- 9.5. Consideration and possible action on Ordinance No. O-2022-013 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. (Second Reading) (Angie Rios)

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2022-014 amending the boundaries of its extraterritorial jurisdiction by releasing approximately 119.195 acres of extraterritorial jurisdiction to and accepting 118.656 acres of extraterritorial jurisdiction from the City of Pflugerville (First Reading) (Ashley Lumpkin)
- 10.2. Consideration and possible action on Ordinance No. 2022-015 amending Article 14.03, Noise, of the Code of Ordinances to establish regulations for permits for concrete installation during non-construction hours. (First Reading) (Stacy Schmitt)
- 10.3. Consideration and possible action for the proposed Specific Use Permit request for the property known as 208 West Austin Avenue and 201 West Front Street, to allow a warehouse use (UDC 10.304.7). (First Reading) (Ashley Lumpkin)
- 10.4. Consideration and possible action on Ordinance No. 2022-016 amending Chapter 2, Article 2.03, Division 1 of the Code of Ordinances to adopt the city's classification and compensation plan, as amended. (First Reading) (Interim City Manager Isaac Turner)

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2022-039 approving the 2022 Amended and Restated Interlocal Agreement between Texas State Technical College (TSTC), the City of Hutto, and the Hutto Independent School District (Stacy Schmitt)

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. Presentation and Acceptance of Compensation Study (Russell Campbell, MAG Consultant, Irene Talioaga, Matt Wojnowski)
- 12.3. Presentation on speed limits and traffic light coordination and safety (Chief Jim Stuart)
- 12.4. Discussion and possible action on Outside Agency Funding (OAF) Process (Council Member Debbie Holland)
- 12.5. Discussion and possible action on waiving the park rental fee for Hutto Community in Action. (Mayor Mike Snyder, Council Member Villarreal Salvo)
- 12.6. Discussion and possible action on a YMCA proposal for building a swimming pool, senior community center and expansion of gym. (Mayor Mike Snyder, Council Member Robin Sutton)

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 Sec. 551.071 and deliberate pursuant to Texas Government Code Section 551.074, Personnel Matters regarding the evaluation of the following positions: Assistant City Manager, Director of Human Resources, Management Assistant, and Director of Development Services.
- 13.3. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development.

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.

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 April 18, 2022 at 5:30 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 Angela.Walton@huttotx.gov or call (512) 759-4839 for assistance.

AGENDA ITEM REPORT

5.2.



To: City Council
Subject: Recognition as a 2021 Tree City USA by Arbor Day Foundation - Jonathan Motsinger, Texas A & M Forest Service
Meeting: Thursday, April 21, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

The City of Hutto has been recognized as a 2021 Tree City by Arbor Day Foundation.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

5.3.



To: City Council
Subject: Emergency Services District ISO Rating by Chief Kerwood
Meeting: Thursday, April 21, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

Chief Kerwood will present the Emergency Services District ISO Rating.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action on approving the March 17, 2022 City Council meeting minutes. (Angela Walton)
Meeting: Thursday, April 21, 2022
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

Staff requests that City Council approves the March 17, 2022 City Council meeting minutes.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 3.17.22 Minutes DRAFT



City of Hutto

MINUTES

City Council Meeting

Thursday, March 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 www.huttotx.gov

1. **CALL SESSION TO ORDER: 7:00 PM**

2. **ROLL CALL**

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Mandi Villarreal Salvo, Mayor Pro Tem Dan Thornton, Councilmember Krystal Kinsey, Councilmember Debbie Holland and Councilmember Peter Gordon.

Absent: None

Members of staff present: Issac Turner, Interim City Manager; Matt Wojnowski, Assistant City Manager; Stacy Schmitt, Assistant to City Manager; Angela Walton, Interim City Secretary; Padma Patla, Director of Engineering, Wade Benton, Consultant, Ashley Lumpkin, Executive Director of Business and Development; Cristian Rosas-Grillet, Legal Counsel and Gracie Perez, Assistant City Secretary

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **CITY MANAGER COMMENTS**

Isaac Turner, Interim City Manager:

Mayor, Members of the Council, members of the Public. I would like to acknowledge the successful event of Pet-A-Truck. Thanks to Matt Wojnowski, whose idea it was. To the Marketing, Communications and Marketing Team for getting the word out, to the Police Department and the Fire ESD and Public Works for bringing the equipment. It was a wonderful event, a lot of the kids and us older folks out there too, it was really great. Also, just a reminder to the Public and to the Council there's a Meet-and-Greet for the Police Chief Semi-Finalists on Monday the 21st in the Lobby here at City Hall from 4:30 to 6:30 and there is a Downtown Business Roundtable, March 24th from 8:30 to 9:30 in the morning at the Texan Café. Thank you, Sir.

6. **PROCLAMATION – Women's History Month – Diversity and Inclusion Commission**
Chairman Brian Thompson and Commissioner Marlise Prieto were both present accompanied by Councilmember Krystal Kinsey.

7. CITY COUNCIL COMMENTS

7.1. General Comments from City Council

Mandi Villarreal – Salvo:

So, the D&I Commission Chair asked me also to say some words real quick about Women's History Month. So, I did prepare something very quick, but this month serves as an international reminder of the importance of promoting women's equality and dignity and embracing our femininity that sets us apart. It's a privilege to be an educated woman with a voice to make changes with choices, a freedom to vote and the incredible privilege to serve my community as an elected official. Women's History Month reminds me both of the sacrifices made in order for me and my colleagues on the dais to have these privileges, and of the terrible injustices still prevalent in much of the world. I ask Citizens in Hutto to join me in celebrating the strong women in your lives, our mothers, our daughters, our sisters of Hippo Nation. So, thank you again to the D&I Commission for this proclamation today and for Council member Kinsey, for, you know, being our liaison. So, thank you. Also, just since we're on to council member comments, I want to say a hearty congratulations to Hutto Police Department, Lieutenant Bohmer, who retired this past week and after 30 years of service to the community. He is definitely an inspiration and not a lot of our officers are able to make it that long and so I'm really proud of our officers and Lieutenant Bohmer's, leadership and perseverance in the face of a lot of change that we've had in our City. He's been a constant for a lot of our new officers and I'm wishing him the best in his future endeavors in retirement. We also had a great time at the Pet-A-Truck Event so, thank you again to the City for hosting that. I know it was a quick put together and a lot of families are excited about doing that in the future again. It was wonderful to see literally hundreds of children descend upon City Hall and get really excited about water trucks and our vac trucks and of course our fire truck and police cars. And then all of our staff that was out there as well as Al Clawson Disposal that came with their trucks. Kids love trucks and so do parents. And it was just a beautiful day otherwise and a beautiful community showing with a lot of--a lot of great people there. So, thank you all for everybody participating and the staff for putting that together so quickly for spring break. That's it.

Robin Sutton:

I would like to thank Assistant City Manager, Wojnowski for his Friday letters. I think it provides Council with real vital information that we need to have that maybe we don't really realize that we're missing. And then, in this week, in particular, he actually added a couple things that I would like to see if we can put them on the website or make them more available to the public--and that was the permit information, and then also the fourth-quarter reports from the ISD on growth and projected growth and growth and school districts over the years. I think that would be good information for the public to have access to because I

found it very informative on a permit side and what we did on you know in 2021 and I'm also seeing that the school district is having to manage after the approval of all the rooftops that are coming in.

I would also like to thank staff for coordinating my interview with Community Impact today. It was an honor to be selected to represent Downtown Hutto and it's history and this article that's being put together by Carson and it's going to include Pflugerville and Round Rock's Downtown Districts. I really look forward to-- I really enjoyed discussing the history and sharing the opportunities we have to grow it and bring more attention to the downtown area. And I really look forward to highlighting our downtown area and getting people interested in wanting to come out and support our businesses and look forward to that article in April. So, thank you again, Allison, Carson and also Stacy.

Krystal Kinsey:

I just want to put two events out there. We've already talked about the Hutto Alliance, that's happening on April 30th. That's 5K that you can join online. And there's also on March 21st, the Chris Kelly Fundraiser at Rio Grande at evening. So, I believe it's 20% of the proceeds are going to the Chris Kelly Foundation. This was a Hutto Police Officer that was killed in line of action--the line of duty, that's the correct way to say it. And also March 26th is Casino Night. So, The Hutto Athletic Booster Club is putting this on. It was originally supposed to be in February but with all the heightened COVID numbers, it got moved March 26, so that would be a great way to come out and support the Hutto Athletics as well. Thank you.

Peter Gordon:

At the March 3, 2022 City Council meeting, Mayor Snyder made an announcement that public information regarding allegations of misconduct by former Hutto City Manager Odis Jones, previously requested in 2020 by a then-employed reporter with KXAN was finally able to be released, as directed by the Texas Attorney General. The information was in the form of a notice and demand letter alleging the misconduct written by the alleged victim's attorney and sent to then-City Attorney Mike Shaunessy dated November 13, 2019.

In order to ensure full transparency, I feel compelled to provide some clarification to the public after the Mayor's comments made at the last meeting, regarding the circumstances before me, the Mayor, and the rest of City Council in November and December 2019.

A special City Council meeting was called for November 16, 2019 in response of the City being notified of the allegations, to enable the City Council to deliberate and seek the advice of the then City Attorney. The City Attorney did not share the details or severity of the allegations made against the City Manager at this meeting, apparently intentionally withholding crucial information from the City Council.

It was abundantly clear that an internal investigation was initiated immediately upon notification of the allegations to determine whether the allegations were supported by any evidence. It appeared that the City's HR Director and the City Attorney were jointly responsible for the investigation.

During the next regular City Council meeting held five days later, on November 21, 2019, the City Council was provided with the findings of this internal investigation, including a detailed report and accompanying backup material and supporting evidence that the report was based upon. It was only then that the Council was made aware of the severity of the allegations against Odis Jones, which were detailed in the November 13, 2019 letter. Then-Councilmember Snyder was out of the country and did not attend this meeting. The Council elected to respond in the way that it did to the allegations based on review of the results of the investigation, and the City Council relied on the advice of the then City Attorney in making its decisions on what response was necessary and appropriate.

Based on the advice of the then City Attorney (advice which we are now seeking compensation for in court) upon exiting executive session, the City Council voted to end Odis Jones's contract without declaring its termination was "for cause", entered into a separation agreement, and ended his employment effective December 31, 2019.

Two weeks later the City Council, having enough discomfort as to the investigation being conducted internally, authorized a second investigation into the allegations, this time to be done by an "independent" investigator; however, looking back today, the "independent" investigator was selected by the then City Attorney. The independent investigator presented the findings of her investigation to Council on December 19, 2019, in Executive Session. Also in attendance was the City Attorney and an attorney assigned by the Texas Municipal League Intergovernmental Risk Pool, who had been assigned to represent the city in the event of litigation.

After this information was reviewed and discussed in Executive Session, the City Council considered item 11M on that agenda which read: "Consideration and possible action regarding the City Manager's Contract."

During that item, any council member had the authority to propose any action on the status of the City Manager's employment, including a motion to rescind the separation agreement, or modify the separation to be "for cause," or to accept the decision made at the prior meeting, based upon information known to us at the time. There was no action to alter the prior action. Instead, then-Councilmember Snyder motioned to place the City Manager on administrative leave, with pay, through December 31, 2019. This was seconded by former Councilmember Tanner Rose and the item passed unanimously.

At the end of last week's [3/3/22] Council Meeting, I requested an item to be placed on tonight's [3/17/22] Council Meeting agenda for "Discussion and possible action to release to the public the contents of the two investigations conducted into the City Manager's office in November and December 2019." These two investigation reports contain valuable context and detail into what the Council heard on November 21st and December 19th of 2019 regarding the investigations into the allegations, and which prompted the Council to not rescind the separation agreement and fire the City Manager for cause, but to instead put him on administrative leave.

We relied on the then City Attorney and his recommended independent investigator to provide us with candid evidence regarding the matter. That information is what the City Council had before us to make our decisions. There was a lot back then that we were not told, about what we could or couldn't do. With our new attorneys, we have discovered that the City Council has a great deal more authority than what we understood at the time, and we now intend to use it to keep the city prosperous and growing.

If we were told by the then City Attorney that the internal investigation revealed proof of misconduct, I would have voted against the 'no cause' separation agreement. If the independent investigator's report showed evidence supporting the allegations, I would have voted to fire the City Manager for cause and would have made the motion if no one else did. My actions and decisions in this regard were made relying on the legal advice and disclosure of the information gathered in the investigations and provided by the then City Attorney, the independent investigator, the Texas Municipal League Intergovernmental Risk Pool attorney, and the City HR Director.

Could the City Council have been given bad or limited advice regarding the possible options available to us with regard to actions we could have taken? In hindsight, the answer is probably yes, based on all the other issues we have discovered about that time, and how the City Manager and City Attorney misled us in other things. But, did I believe we were being manipulated at the time? No. I made the best decisions I could, with the information provided to me. I trusted our appointed attorneys, and I believe this is yet another example of where they let us down.

7.2 City Council Liaison Reports

Mandi Villarreal Salvo:

So, this last week, the Parks and Recreation Advisory Board --this last weekend, they actually went on a tour of all of our parks with our park Supervisor, Mr Jeff White. And as this is just another part of them, making sure that the priorities are bringing to Council for maintenance, repair and new additions is in line with what they're actually seeing out there, and so they all got to drive around together and go park to park. So, that was really great. And they had great ideas and they met

this last week on Wednesday and continued with --forward with conversations on what they're going to be recommending to Council for --to finish out this budget season and then our next budget season since it's coming up forward. And there's a lot of things happening there and some surprise, fun cool things coming to the community that I'm really excited about. So, good parks meeting.

Robin Sutton:

I just wanted to provide an update from the Historical Preservation Commission. I've said before that they're in the process of writing the history of Hutto and we were hoping to have more updates to this point. I did get an update today and we actually had two resignations on the writing committee and because of COVID and other things going on, it was kind of hard to coordinate. There are chapters that are being worked on now therefore, they are still working to get this together and if anybody out there that's listening that loves the City of Hutto and loves to write, you can reach out to myself and let me know if you're interested in participating in that.

Krystal Kinsey:

I'll update on the Diversity and Inclusion Commission, which we've heard a lot about that tonight. So, they have been working home proclamations and things of that nature. But, they approved their banner which I think you guys are really gonna like whenever you see it, they put so much thought and effort into that. If you go back and listen to or watch any of the D&I meetings, I would strongly suggest that that be the one. It was just a genuine, great meeting, a lot of work and it just was very—it was just really exciting to be there at the meeting and see the progress that they're making and leaps and bounds. And, so, they're gonna be coming to us with recommendations as well for speakers and training--and there is an agenda item that I would like to potentially move up as those Commission members are here to 11.5 whenever we after we approve consent, if we can end up 11.5, I would appreciate that.

Mayor Mike Snyder:

Alright, I've got one for EDC. We met. We talked about some economic deals coming. I know there's some wanting updates. I can't share more than we talked about some deals coming our way. So hopefully we get to know that soon. We did have our first on another board. We did have our first Emergency Preparedness meeting. We have four members; Matt Selby, Tom Quoma, Marcus Coleman and Donna Jones. Interestingly enough, they bring all different experience levels from different areas to the board. We started on an objective and we agreed to an objective, so I'll share that with the city and the Council. The objective of this committee is to make an action plan to aid the citizens of Hutto in the event of a natural disaster or MCI, Mass Casualty Incident in the City of Hutto. This committee is to formulate a plan and oversee its implementation. The plan must follow all state and local laws and be within FEMA guidelines to help the city residents to better cope with the emergency. This emergency action plan is to be all inclusive to all residents of Hutto and administered equally. We started on

the first thing that we're working on is communication, so that if there is an incident that happens like we had a year ago. The goal that we're trying to do is get it to where our Police and Fire are working on the Police and Fire should be working on. And, so, what do we do as the rest of the population, who helps each other, we can't all 30,000 have been on the city to handle that. And so we're working on communication, some ideas that came out of that or and I didn't know hand radios were still around but. Hand radios. They basically look like cell phones. And they operate completely off any emergency channel, so they don't interfere with that. They came up with a 30-60 -90 day action plan on the communication. We're also looking for more members to add into this, some other ideas for a city map, and incase entire communication systems went down and you couldn't get online. How do we know to go to different places. Like in terms of, if we had to shut off our water, due to some contamination. That happened. What would we-- what would we do then? So if you've any interest in this whatsoever and getting to be part of this, please reply. Right now, we're meeting on Tuesdays. Our next meeting is--oh, they're gonna be mad at me--it's coming up- and I apologize--oh, next meeting is March 29th, 6:30 PM. Emergency Preparedness.

8. PUBLIC COMMENT

Carolyn Cadenhead, submitted online. All Members of the Council are in receipt of a copy.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the February 10, 2022, February 17, 2022, and February 24, 2022 City Council meeting minutes.
- 9.2. Consideration and possible action on Resolution R-2022-017 authorizing the City to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Hutto and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits. (Second reading)
- 9.3. Consideration and possible action on Resolution R-2022-024 authorizing the Interim City Manager to execute the authorized signer document for Enterprise Fleet Management; authorizing the listed individuals to sign lease agreements with Enterprise. (Angie Rios)
- 9.4. Consideration of a public hearing and possible action on Ordinance No. O-2022-008 approving a Specific Use Permit for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6). (Ashley Lumpkin)
- 9.5. Consideration of a public hearing and possible action on Ordinance No. O-2022-006

approving a Specific Use Permit for the property known as 106 Taylor Street, to allow a medical office (dental) and associated parking. (Ashley Lumpkin)

- 9.6 Consideration and possible action on Resolution No. R-2022-023 accepting the infrastructure improvements for the subdivision known as Brooklands Subdivision, Section 5 (Padma Patla)

Councilmember Kinsey requested pulling Item 9.6 and Mayor Snyder pulled Item 9.2 from the Consent Agenda.

Councilmember Kinsey made the motion to approve the balance of the Consent Agenda, and Councilmember Holland seconded. Motion passed 7,0.

At this time, Councilmember Kinsey requested moving Item 11.5 up in the agenda.

- 11.5 Presentation and possible action regarding diversity and inclusion training. (Council Member Kinsey)

Chairman Brian Thompson and Commissioner Marlise Prieto were both present. They provided recommendations to the Council regarding a free Diversity and Inclusion training offered by Jim Tokaji with the ESSEC Business School.

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2022-001 for the proposed Planned Unit Development (PUD) zoning request for the property known as NorthStar Hutto Planned Unit Development (PUD), 11.74 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is active adult 55+ multi-family use. (Second Reading) (Ashley Lumpkin).

Councilmember Villarreal Salvo made the motion to approve Ordinance No. O-2022-001, and Councilmember Kinsey seconded.

Councilmember Gordon made a motion to amend, requesting that conditional language is added to the ordinance and that the ordinance is provided with each lease. Mayor Pro Tem Thornton seconded. Motion passed 7,0.

11. OTHER BUSINESS

- 11.1. 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.

Councilmember Gordon advised that all members of the Communications Task Force will have to be reappointed. Two members informed Councilmember Gordon that they are not interested in being reappointed as they are no longer able to commit. Five of the seven members would be reappointed, leaving two vacancies. The members reappointed would be Andrew Ingrassia, Dana Wilcott, Jane Wrinkle, Sydnee Johnson, and Justin Shepherd. For the Library Advisory Board, Susanne Caufield and Bruce Anderson were nominated. For the Emergency Preparedness Task Force, Pete Palumbo was nominated. For the Comprehensive Plan Committee, Perry Savard was nominated. A motion was made by Councilmember Gordon to nominate the above members, Mayor Pro Tem Thornton seconded. Motion passed 7,0.

- 11.2. Consideration and possible action on Resolution No. R-2022-025 authorizing the City Manager to enter into an agreement for police overtime assignment services by Off Duty Management (Police Chief Jim Stuart)

Councilmember Villarreal Salvo made the motion to approve, and Councilmember Sutton seconded. Motion passed 7,0.

- 11.3. Update on Downtown projects (Bob Farley, Kristi Robich)

No action was taken. Staff was requested to bring back a priority list as a future agenda item after meeting with local business owners.

- 11.4 Discussion and possible action to create a Business Board (Mayor Snyder)

City Councilmembers briefly discussed the formation of a business board. Staff was instructed to come back with recommendations.

12. EXECUTIVE SESSION:

- 12.1. Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberate pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development.
- 12.2. Receive legal advice pursuant to Texas Government Code Section 551.071 in connection with Longhorn Title Co. v. Preston Hollow Corporation, LLC et al, pending in Williamson County District Court; Preston Hollow Capital LLC v. Nuveen Asset Management LLC, pending in the U.S. District Court for the Southern District of New York in connection with non-party discovery matters.
- 12.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

- 12.4 Receive legal advice pursuant to Texas Government Code Section 551.071 relating to the Amended and Restated Utility Service Area Agreement between the City of Hutto, Texas and Jonah Water Special Utility District.
- 12.5 Receive legal advice pursuant to Texas Government Code Section 551.071 relating to authorizing city staff to negotiate and execute Non-Disclosure Agreements on behalf of the City in relation to economic development projects with other entities.
- 12.6 Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Sheila Gladstone and the City of Hutto into purported City Manager misconduct in 2019.
- 12.7 Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Judy Osborn and McGinnis Lochridge into purported City Manager misconduct in 2017.
- 12.8 Receive legal advice pursuant to Texas Government Code Section 551.071 relating to construction defects in the Brooklands Subdivision.

Reconvened at 12:07 a.m. No action was taken in Executive Session.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 and deliberations pursuant to Texas Government Code Sections 551.087 and 551.072 regarding economic development negotiations in and around the Megasite and consideration and conveyance of assignment and assumption agreements conveying Option to Purchase Real Property Agreements to promote economic development. – *No action*
- 13.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 in connection with Longhorn Title Co. v. Preston Hollow Corporation, LLC et al, pending in Williamson County District Court; Preston Hollow Capital LLC v. Nuveen Asset Management LLC, pending in the U.S. District Court for the Southern District of New York in connection with non-party discovery matters. – *No action*
- 13.3. 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. – *No action*
- 13.4 Consideration and possible action related to legal advice received pursuant to Texas

Government Code Section 551.071 relating to the Amended and Restated Utility Service Area Agreement between the City of Hutto, Texas and Jonah Water Special Utility District.

Councilmember Gordon moved to ratify the June 18 agreement, and a resolution will be drafted. Councilmember Villarreal Salvo seconded. Motion passed 7,0.

- 13.5 Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 relating to authorizing city staff to negotiate and execute Non-Disclosure Agreements on behalf of the City in relation to economic development projects with other entities.

Councilmember Kinsey made the motion to approve as presented, and Councilmember Holland seconded. Motion passed 7,0.

- 13.6 Consideration and possible action related to legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Sheila Gladstone and the City of Hutto into purported City Manager misconduct in 2019.

Councilmember Gordon make the motion to approve releasing the report with proper redactions, and Councilmember Kinsey seconded. Motion passed 7,0.

- 13.7 Consideration and possible action related to legal advice received pursuant to Texas Local Government Code Section 551.071 relating to waiving the attorney-client privilege and releasing to the public with certain redactions the results of the two investigations conducted by Judy Osborn and McGinnis Lochridge into purported City Manager misconduct in 2017.

Councilmember Gordon make the motion to approve releasing the report with proper redactions, and Councilmember Kinsey seconded. Motion passed 7,0.

- 13.8 Consideration and possible action related to legal advice received pursuant to Texas Government Code Section 551.071 relating to construction defects in the Brooklands Subdivision. – *No action*

14. ADJOURNMENT: 12:23 a.m.

ATTEST:

Mike Snyder, Mayor

Angela Walton, Interim City Secretary

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-011 for the proposed Hutto Landing Planned Unit Development (PUD), 31.9 acres, more or less, of land, located off of Exchange Boulevard (Second Reading) (Ashley Lumpkin)
Meeting: Thursday, April 21, 2022
Department: Development Services /
Staff Contact:

BACKGROUND INFORMATION:

The proposal consists of a 31.94 acre parcel that is part of the Landing Subdivision, more particularly Lots 1 and 2, Block A that was preliminary platted in December 2020. The property is currently zoned Multi-family (MF). The applicants met with staff and it was determined they would not be able to meet the landscape criteria of the MF zoning district. Staff recommended they pursue the Planned Unit Development (PUD) option to present the deviations and additions to the UDC requirements and request approval.

WEST: Schmidt's Creek PUD, Proposed Residential

NORTH: SF-1, Hutto Square

EAST: SF-1, Hutto Square and MF – AHS Residential Multi-family

SOUTH: Hutto NorthStar PUD, Multi-family

SUMMARY OF REQUEST:

The Hutto Landing is a proposed multi-family apartment complex consisting of up to 686 units. They are seeking a rezoning from Multi-Family (MF) Zoning to a Multi-Family PUD zoning designation.

The Multi-Family district is a setting for development of multi-unit residential structures and developments, such as apartment and condominium complexes, garden and courtyard multifamily residential buildings, and residential loft buildings. Density must range from 14 to 20 dwelling units per acre net density, depending on the context of the development.

However, a developer participation agreement with the City in January of 2021 for the entire Landing project permits density based on gross acreage (20 per acre). The entire Landing site has 920 units available. The recently approved NorthStar Hutto PUD has the capacity for 234 units; 686 units remain for this site.

The applicants followed our new PUD submittal application (attached) designed to better determine what they meet, will not meet and exceed. The UDC deviations in the Hutto Landing PUD include the following:

AGENDA ITEM REPORT

9.2.



- UDC Section 10.407.5.1.2. Tree and shrub requirements for commercial, multifamily, office and professional, and institutional and civic uses:
 1. Proposing 1 large tree per 500 sq. ft. landscape area instead of 2 large trees. (net loss of approximately 527 trees) 1,054 are required per UDC.
 2. Proposing 2 shrubs per 500 sq. ft. landscape area instead of 4 shrubs. (net loss of approximately 1054 trees) 2,108 are required per UDC.
 3. With the second revision they are also amending the required Bufferyard standards.
- UDC Section 10.407.5.2 Parking lot and vehicular use screening is replaced in its entirety with the following:

The perimeter of all vehicular use areas including parking areas, drive aisles, and loading areas shall be screened as follows:

- Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10ft. deep.
- Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
- Landscape screening shall contain one (1) large tree per ~~thirty (30)~~ sixty (60) linear feet, or portion thereof, and a hedge not less than 3 ft. in height **for 75% of the right-of-way landscape screening area (linear footage), and 67% of the private property landscape screening area (linear footage).**
- In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.
- ~~Landscape islands shall be required on both ends of all parking aisles, if such spaces are not adjacent to another landscaped area or entry throat.~~
- ~~Not more than ten (10) consecutive parking spaces shall be provided without a landscaped island.~~
- ~~Landscape islands shall be a minimum of 9 ft. wide and 18 ft. deep, and shall contain at least one (1) large tree and four (4) shrubs.~~
- ~~Driveways and entry throats shall contain at least one (1) large tree and five (5) shrubs on each side.~~
- ~~Required parking lot landscaping may be counted toward the minimum landscaped area required in Section 10.407.5.1.~~

NEW - 3.3 Bufferyard

3.3.1 UDC Section 10.403.6.3.b *Required bufferyards* is replaced in its entirety with the following:

A medium level bufferyard (“b”) shall consist of the following:

- A 25 ft. wide planting area;

AGENDA ITEM REPORT

9.2.



- Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard.

Bufferyard plantings may be counted towards the landscaping requirements in Section 3.2 of the Hutto Landing PUD.

NEW - 3.4 Building Placement

3.4.1 No building within 50' of the northern property line will be taller than 2 stories.

New - 3.5 Fill

3.5.1 Fill for a building foundation on the property may not exceed 10' from existing grade, unless otherwise approved by the Director of the Development Services Department.

New - 3.6 Construction Entrances

3.6.1 Construction entrances will be taken from Exchange Blvd and will be maintained per the UDC.

The proposed site plan is conceptual in nature and minor modifications that meet the UDC requirements may be made in the future.

The development will be responsible for dedicating R.O.W. and constructing their portion of the extension of Live Oak (collector) as shown on the City's mobility Plan per UDC requirements.

With this second revision the applicant has also narrowed down the amenities. The development will provide a pool, sports field and/or court, dog park and internal trail system.

STAFF REVIEW:

Property owners within 600' were notified of the request and to date staff has received ten in opposition and one in favor (favor and opposition from same neighbor)

The PUD request meets the PUD criteria as outlined below:

- The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.

AGENDA ITEM REPORT

9.2.



- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Staff recommends approval of the Hutto Landing PUD.

The Planning and Zoning Commission held a public hearing on March 1, 2022, and made a motion (passed 6/0) to recommend approval of the proposed Hutto Landing PUD as presented in the revised form.

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Application
2. Revised PUD Exhibit
3. Revised and Redlined Development Standards
4. Buffer Map
5. Object(Ingrassia)
6. Object (Xu)
7. Object (Baker)
8. Favor(Ingrassia)
9. Object(Smith)
10. Object(Browning)
11. Object(Charouni)
12. Object (Allman)
13. Object (Underwood)
14. Object (Wilson)

AGENDA ITEM REPORT

9.2.



15. Object (Solis)



PUD ZONING CHANGE
APPLICATION

Must be accompanied by a
Master Application

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Hutto Landing Multifamily

PROPERTY ADDRESS: _____

Current Zoning District (s): MF Proposed Zoning District(s): PUD

Current Use: Undeveloped Proposed Use: Multifamily Apartments

Total Acreage: 31.9 Total # of Lots: 1 Future Land Use Map Designation MF & Commercial

Current zoning: North of property: SF-1 South of property: PUD, B-2

East of property: B-1, MF, SF-1 West of property: PUD

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR PUD (PLANNED UNIT DEVELOPMENT) ZONING SUBMITTAL

All items listed must be included with application, unless otherwise noted.

- ☒ Complete Master application and PUD Zoning Change application.
- ☒ Pre-application meeting with Development Services staff and WCESD#3 (Fire District) staff. **(Mandatory)**
- ☒ PUD Statement of Intent
- ☒ PUD Development Standards
- ☒ PUD Development Plan - Digital and one 24x36 Color copy of complete plan.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ List of all property owners within 600-ft of subject property boundary and mailing labels. Data to be obtained from the WCAD website. List and labels shall be of the property owner's 'mailing' address not the 'property' address.
- ☒ All submittal documents provided in digital format. On a CD (disk), electronic storage device, or emailed link to files.
- ☒ On-site public hearing notification sign(s) required. See Ordinance No. O-19-12-19-9A.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published/mailed).
- ☐ All final documents related to commission(s) action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Payment type	Fees paid	HPC Mtg. date	PZ Mtg. date	CC Mtg. date

October 2021

The Planned Unit Development (PUD) process and zoning designation allows creativity, innovation and flexibility in land use, density, site planning and design for a parcel, that would result in a project more appropriate and desirable than what would result from strict application of this code. Applying Form Based Code to a parcel is preferred to the Planned Unit Development process.

A PUD plan and PUD development standards are required for a parcel that will be developed as a PUD. PUD plans and development standards are evaluated using all the following criteria.

Include a PUD statement of intent as to how the proposed PUD meets the PUD criteria.

- The PUD is consistent with the spirit of the community, neighborhood and other applicable land use and development plans, compatible with the character of adjacent development or recommended land uses, it would not adversely affect property near the site, and it achieves the benefits of improved design.
- The PUD will not adversely affect land with significant historical, cultural, recreational or aesthetic value.
- The PUD will give benefits through providing open space, parks, conservation of environmental features, aesthetic features and harmonious design, and/or energy efficient site design.
- The benefits of preserving land for open space, parks or other public amenities outweigh the potential impact from more intense or dense development on the site.
- The PUD controls external effects on nearby land uses such as movement and congestion of traffic; lighting; trash accumulation and litter; noise, air and water pollution; and other factors affecting public health, welfare, safety and convenience.
- The PUD will be served by adequate facilities including streets, fire protection, water and sanitation.
- The PUD does not have a significantly greater burden on the city's existing infrastructure, public improvements and services than development at a density permitted under the current zoning or suggested under community, neighborhood and other applicable land use and development plans, or that arrangements are made to mitigate impacts.
- PUD architectural design, landscaping, hardscaping and signage parameters must give evidence of compatibility with adjacent development, internal consistency of design, and conformance to city design standards.

Include a PUD plan and PUD development standards that address the following site criteria (The form and content of the development plan shall be in sufficient detail to enable the city to evaluate the proposal and ascertain that it meets all criteria.)

IO.203.I2 Plan Amendment – Does the proposed PUD comply with the Future Land Use Map Yes
If no, provide detailed summary stating why the proposed PUD is more appropriate than the FLUM as adopted per the criteria found in IO.203.I2.3.

IO.403 Bulk, Setbacks and Buffers – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.403.3 Lot Dimensions and Area -Meets
- ☐ IO.403.4 Building Envelope -Meets
- ☐ IO.403.4.3 Riparian Setbacks -Meets
- ☐ IO.403.4.5 Setback Encroachments and Exceptions -Meets
- ☐ IO.403.6 Bufferyard -Meets
- ☐ IO.403.7 Residential Adjacency -Meets

IO.404 Site Design – MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.403.7 Siting and Orientation -Meets
- ☐ IO.403.7.3 Common Open Space -Exceeds
- ☐ IO.403.8 Siting and Orientation: non-residential sites and structures -Meets
- ☐ IO.403.9 Sidewalks -Meets
- ☐ IO.403.10 Internal Pedestrian Circulations -Meets
- ☐ IO.403.11 Signature Elements -Meets
- ☐ IO.403.12 Public Transit Facilities -Meets
- ☐ IO.403.13 Service Areas -Meets
- ☐ IO.403.14 Water Bodies and Retention -Meets

- ☐ IO.403.I5 Land Disturbance -Meets
- ☐ IO.403.I6 Defensible Space -Meets
- ☐ IO.405 Parking and Access - MEETS / DOES NOT MEET / EXCEEDS / NA -Meets

IO.406 Architectural Design - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.406.3 Single household detached and two to four household residence design -N/A
- ☐ IO.406.4 Single household attached and multiple household residence design -Meets
- ☐ IO.406.6 Commercial, office, public, institutional and mixed-use building design -N/A
- ☐ IO.406.7 Industrial building design -N/A

IO.407 Landscaping - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.407.3 General Standards -Meets
- ☐ IO.407.4 Required Landscaping: single, two, three and four household dwellings -N/A
- ☐ IO.407.5 Required Landscaping: non-residential and 5+ household residential development -Does Not Meet
- ☐ IO.407.6 Materials, Maintenance and Replacement -Meets
- ☐ IO.407.7 Irrigation -Meets
- ☐ IO.407.8 Tree Preservation and Removal -Meets
- ☐ IO.407.9 Tree Protection During Construction -Meets
- ☐ IO.407.10 Required Site Furniture -Meets
- ☐ IO.408 Fences and Walls - MEETS / DOES NOT MEET / EXCEEDS / NA -Meets
- ☐ IO.409 Outdoor Lighting - MEETS / DOES NOT MEET / EXCEEDS / NA -Meets
- ☐ IO.410 Signs - MEETS / DOES NOT MEET / EXCEEDS / NA -Meets

Chapter 6 Subdivision Standards - MEETS / DOES NOT MEET / EXCEEDS / NA

- ☐ IO.602 Applicability and exceptions -Meets
- ☐ IO.603 – IO.608 Lot Division and Adjustment Processes -Meets
- ☐ IO.609 Parkland and open space dedication -Meets
- ☐ IO.610 Pedestrian and Bicycle Facilities -Meets
- ☐ IO.611 Street Classification -Meets
- ☐ IO.612- IO.613 Street Design -Meets
- ☐ IO.614 Driveway and Easements -Meets
- ☐ IO.615 Road Adequacy Standards -Meets
- ☐ Chapter 7 Historic Preservation - MEETS / DOES NOT MEET / EXCEEDS / NA -Meets



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: Hutto Landing Multifamily APPLICATION TYPE: PUD Application

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: Amanda Brown

Company Name: Kimley-Horn and Associates

Address: 10814 Jollyville Rd Bldg 4 Suite 200 Ausitn, Texas 78759

Phone: 512-418-1771 Email: amanda.brown@kimley-horn.com

PROPERTY INFORMATION

Address: Highway 79, Hutto, TX 78634

Legal Description: Edwards, N. Sur., ACRES 16.535 & 15.424

Deed Reference: Volume _____ Page(s) _____ or Document No. 2021128148 & 2021128119

City Limits or ETJ: City Limits Current Zoning District: MF

PROPERTY OWNER INFORMATION

Name: _____

Company Name: Hutto I & II Acquisition LP

Address: 215 S Main St, Fort Worth, TX 76104

Phone: _____ Email: _____

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

[Signature]
Property Owner Signature

BRIAN D. CROWELL
Property Owner Printed Name

12-29-21
Date

THE STATE OF TEXAS

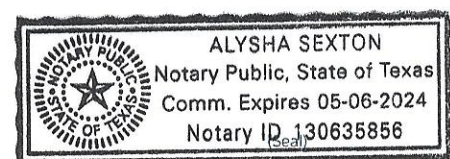
COUNTY OF Tarrant

Before me, the undersigned authority, on this day personally appeared Brian D Crowell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 29 day of December, 2021 A.D.

Alysha Sexton
Notary Public Signature

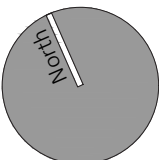
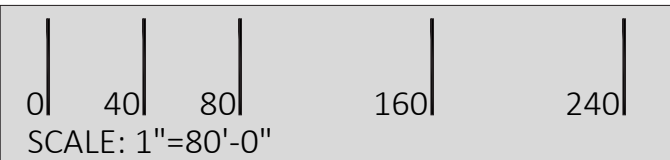
Alysha Sexton
Notary Public Printed Name



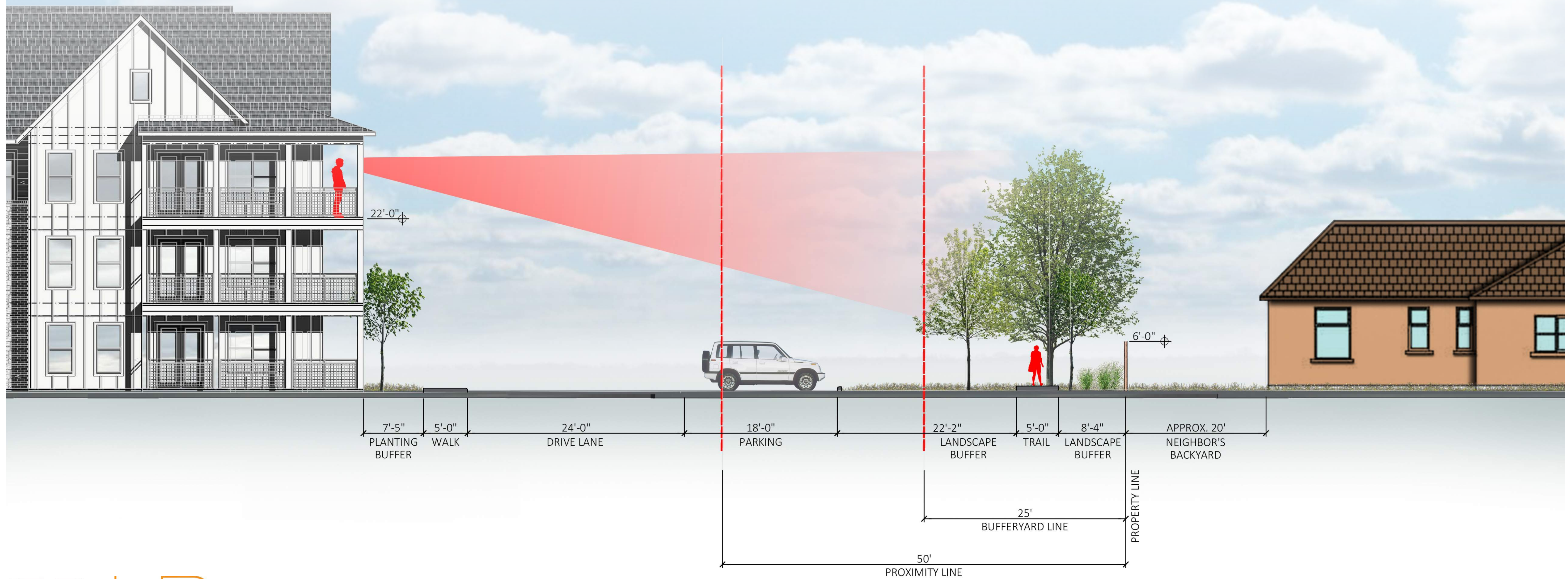
If there are multiple property owners attach separate page(s) with notarized signature(s)

CONCEPTUAL
LANDSCAPE
PLAN

NUMBER OF PROPOSED SHADE TREES:	453
NUMBER OF PROPOSED ORNAMENTAL TREES:	148
NUMBER OF PROPOSED SHRUB PLANTINGS:	1,054



HORIZONTAL SIGHT LINE EXHIBIT



NOT TO SCALE

Hutto Landing PUD

City of Hutto, Texas Planned Unit Development (PUD) Exhibit A Development Plan

October 19, 2021

Developer:

Maverick Development

**215 S. Main St.
Ft. Worth, TX 76104**

Prepared by:

Kimley-Horn & Associates

**10814 Jollyville Road
Building IV, Suite 200
Austin, TX 78759**

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1. GENERAL PROVISIONS

1.1 Title

This ordinance is known as the “Hutto Landing ” Planned Unit Development Ordinance and may be cited as “Hutto Landing PUD”.

1.2 Applicability of City Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this PUD Plan. All aspects not specifically covered by this Plan shall be regulated by the UDC “Unified Development Code of the City of Hutto, Texas” (“UDC”) in effect on the date of adoption of this ordinance. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.3 Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

1.4 Amendments to Ordinance

Technical, site planning or engineering considerations that meet the intent of this PUD may call for minor modifications from the approved PUD. The Development Services Director may approve minor modifications if they promote flexibility in design and are consistent with the intent of the original PUD approval.

Modifications to the PUD shall be administered as follows:

Modifications of the Concept Plan pertaining to (a) Private drives and trails; (b) changes in the density of specific sections or phases shown on the Concept Plan that do not increase the overall density of development on the Land, and (c) changes of less than five percent (5%) in the size of any section or phase shown on the Concept Plan, shall be considered “Minor Modifications” over which the City’s Development Services Director has final review and decision-making authority. In addition, the City may request modifications to the Concept Plan relating to Private drive and trail alignments if necessary due to topography, terrain, floodplains and floodways, alignment with connections to adjoining portions of roadways, trails, or utilities on adjacent properties, and similar situations, all of which shall be considered Minor Modifications over which the City’s Development Services Director has final review and decision-making authority. All other changes to the Concept Plan that are not Minor Modifications shall be considered “Major Modifications.” Major Modifications to the Concept Plan must be approved as an amendment to this PUD Ordinance by the City Council. After approval by the City in accordance with these requirements, all Minor Modifications

and Major Modifications to the Concept Plan shall be recorded by the City at the Property owner's expense in the Official Records of Williamson County, and thereafter, all references in this Development Plan to the Concept Plan shall mean and refer to the then most current approved and recorded Concept Plan.

Minor Modifications to the Concept Plan allowed by this Development Plan shall not be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code. All Major Modifications to the Concept Plan shall be deemed to be changes to the Project under Chapter 245 of the Texas Local Government Code, and the provisions of the UDC and all other applicable laws and regulations in effect at the time of such Major Modifications shall apply unless the City agrees otherwise.

Approval of this Development Plan does not constitute plat or site plan approval, and all development related approvals required by the UDC are still required. The request for an amendment to the PUD Ordinance shall not subject the entire application to public hearing, but only that portion necessary to rule on the specific issue requiring the relief.

1.5 Definitions

Definitions set forth in the UDC, including general abbreviations, terms definitions and conditions for use indicated throughout this ordinance shall apply to this PUD.

2. DEVELOPMENT PLAN and LAND USES

2.1 Permitted Uses in the Hutto Landing PUD

For the purpose of addressing any development regulation or conditions not modified within this PUD, the following City of Hutto UDC base zoning districts shall be utilized for development requirements, as shown on Exhibit B: Multi-Family (MF). Exhibit B is conceptual in nature and is intended to convey the general vision for the various product types and how they will be configured. During the site development plan process, adjustments may be necessary to accommodate engineering and/or City considerations and comments, which have not been fully evaluated at this initial zoning stage. The Planning Director may administratively approve modifications to this plan, as long as the general design intent and principles remain consistent with the language of this PUD

2.2 Use Descriptions and Standards

Unless otherwise modified within this PUD, refer to the UDC for definitions of uses and standards for residential uses, commercial and retail uses, industrial uses, institutional and civic uses, temporary uses, and accessory uses.

3. DEVELOPMENT STANDARDS

3.1 Amenities

~~Private~~The following private amenities will be provided on site ~~and will include a pool and at least 3 of the following amenities:~~

- ~~Exercise stations~~
- ~~Sport courts~~
- Pool
- Sports ~~fields~~field and/or court
- Dog park
- Internal trail system

3.2 Landscaping

3.2.1. UDC Section 10.407.5.1.2: *Tree and shrub requirement for commercial, multifamily, office and professional, and institutional and civic uses* is replaced in its entirety with the following:

“For every 500 square feet of landscaping required, or portion thereof, at least one (1) large tree and two (2) shrubs are required. Two (2) small ornamental trees may be substituted for one (1) required large tree, not to exceed 50% of the required large trees”.

3.2.2. UDC Section 10.407.5.2 *Parking lot and vehicular use screening* is replaced in its entirety with the following:

“The perimeter of all vehicular use areas included parking areas, drive aisles, and loading areas shall be screened as follows:

- Vehicular use areas shall be screened from all abutting rights-of-way by a continuous landscaped area not less than 10ft. deep.
- Vehicular use areas shall be screened from all abutting private property by a continuous landscaped area not less than 8 ft. deep.
- Landscape screening shall contain one (1) large tree per sixty (60) linear feet, or portion thereof, and a hedge not less than 3 ft. in height for 75% of the right-of-way landscape screening area (linear footage), and 67% of the private property landscape screening area (linear footage).
- In addition to the required vehicular use screening, all outdoor parking shall have landscaping islands within the parking area equal to not less than 7% of the gross parking lot area.

3.3 Bufferyard

3.3.1 UDC Section 10.403.6.3.b *Required bufferyards* is replaced in its entirety with the following:

A medium level bufferyard (“b”) shall consist of the following:

- A 25 ft. wide planting area;
- Two (2) native tall trees and one (1) native short tree per every fifty (50) linear feet of bufferyard.

Bufferyard plantings may be counted towards the landscaping requirements in Section 3.2 of the Hutto Landing PUD.

3.4 Building Placement

3.4.1 No building within 50’ of the northern property line will be taller than 2 stories.

3.5 Fill

3.5.1 Fill for a building foundation on the Property may not exceed 10’ from existing grade, unless otherwise approved by the Director of the Development Services Department.

3.6 Construction Entrances

3.6.1 Construction entrances will be taken from Exchange Blvd and will be maintained per the UDC.

This map was produced for the sole purpose of aiding the City of Hutto in planning purposes and is not warranted for any other use. No warranty is made by creator or city regarding its accuracy or completeness.



PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE

PLANNING & ZONING COMMISSION ON: MARCH 1, 2022
CITY COUNCIL ON: APRIL 7, 2022
MEETING LOCATION: 500 W. Live Oak St. – City Hall
MEETING TIME: 7:00 PM

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** and **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the proposed zoning change request for the property known as **Hutto Landing Planned Unit Development (PUD)**, 31.9 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is multi-family use. The property is currently zoned multi-family and the applicants are requesting a PUD for multi-family with decreased landscaping requirements.

As one of the owners of property located within 600 feet of the subject properties, you are invited to attend this meeting to voice your support or opposition. Detailed information will be available on the City of Hutto website under Planning and Zoning Commission agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/planning_and_zoning_commission_agendas_and_minutes.php or City Council agenda/packet information at least 72-hours before the meeting date here: http://www.huttotx.gov/residents/services/city_council_agendas_minutes_and_packets.php. You may also do one of the following before the meeting date:

1. Mail this form to: Development Services, 500 W. Live Oak Street, Hutto, TX 78634.
2. Email your response to: **planning@huttotx.gov** Include case name, public hearing date, your name and address, and if you are in favor or against the rezoning including comments.

For additional information you may contact the Development Services-Planning staff at (512) 759-3479 or planning@huttotx.gov.

=====

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **Hutto Landing Planned Unit Development (PUD)**, 31.9 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is multi-family use.

Name:

Andrew & Lyndsay Ingrassia

Address:

245 Hly Hn St.

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



From: [Yu Xu](#)
To: [Planning](#)
Subject: SURROUNDING PROPERTY OWNER'S RESPONSE
Date: Thursday, February 17, 2022 9:11:44 PM

Dear Hutto Planning and Zoning Commission and Hutto City Council,

My response is about the case **Hutto Landing Planned Unit Development** for the public hearing dates **March 1, 2022** and **April 7, 2022**. My name is Yu Xu, owner of **322 Liberty St, Hutto TX**.

I **OBJECT** the plan to build multi-family community at the place for four reasons:

1. The location is near both the high school and the middle school. If the multifamily community is built, there will be a lot of renters. **This will make our school overcrowded and unsafe to kids.**
2. Multi-family community is going to cause **significant traffic and loud noises** to our nice and quiet neighborhood.
3. Lowering landscaping requirements will **deteriorate the outlook of our community.**
4. Multi-family community is going to **drag down the real estate value of the entire community.**

Thanks for your consideration,
Yu Xu
Owner of 322 Liberty St, Hutto TX.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as Hutto Landing Planned Unit Development (PUD), 31.9 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is multi-family use.

Name:

David Baker

Address:

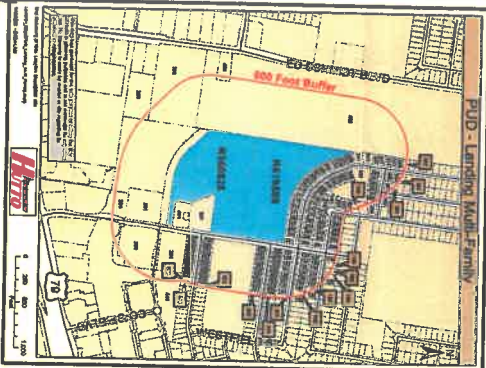
401 Exchange Blvd, Bldg 2A

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



- No apartments.
- Only single family homes.
- Any Multi-family units must be located on Ed Schmidt Blvd - a wide, improved road for ingress and egress.
- Single family homes require less Police fire and water. The owners become citizens of the community of Hutto - not tenants.

Hutto Landing PUD P&Z 2-1-22, City Council 3-3-22



**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON: **FEBRUARY 1, 2022**
CITY COUNCIL ON: **MARCH 3, 2022**
MEETING LOCATION: **500 W. Live Oak St. – City Hall**
MEETING TIME: **7:00 PM**

Notice is hereby given to all interested persons that the **HUTTO PLANNING AND ZONING COMMISSION** and **HUTTO CITY COUNCIL** will hold two separate public hearings regarding the proposed zoning change request for the property known as **Hutto Landing Planned Unit Development (PUD)**, 31.9 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is multi-family use.

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SURROUNDING PROPERTY OWNER'S RESPONSE

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Name:

Andrew & Lyndsay Ingrassia

Address:

245 Hyltin St.

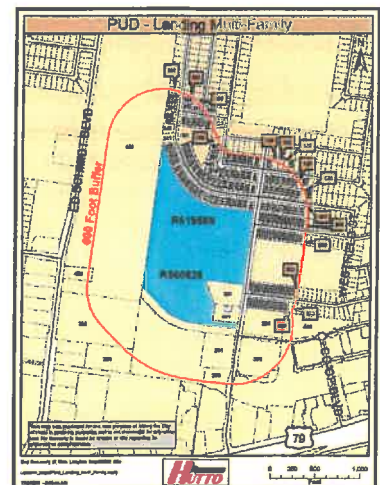
☒ I AM IN FAVOR

☐ I OBJECT

Write comments below, attach additional pages if needed.

- * Please fix exchange blvd.
- * If any businesses go there.
Please No Fast Food.
Make living spaces modern and
up to date.

SITE LOCATION MAP





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

PLANNING & ZONING COMMISSION ON: **FEBRUARY 1, 2022**
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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **Hutto Landing Planned Unit Development (PUD)**, 31.9 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is multi-family use.

Name: Smith Family Trust, Jennifer Smith
Address: 225 Hyatin, St Hutto TX 78634

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **Hutto Landing Planned Unit Development (PUD)**, 31.9 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is multi-family use.

Name:

Jill Browning

Address:

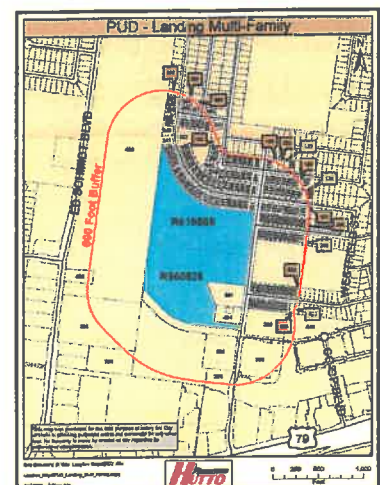
331 Liberty St. Hutto, TX 78634

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP





**PROPERTY OWNER NOTICE OF TWO PUBLIC HEARINGS
TO BE HELD AT THE**

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SURROUNDING PROPERTY OWNER'S RESPONSE

Project Name: Zoning change request for the property known as **Hutto Landing Planned Unit Development (PUD)**, 31.9 acres, more or less, of land, located off of Exchange Boulevard. The land use proposal is multi-family use.

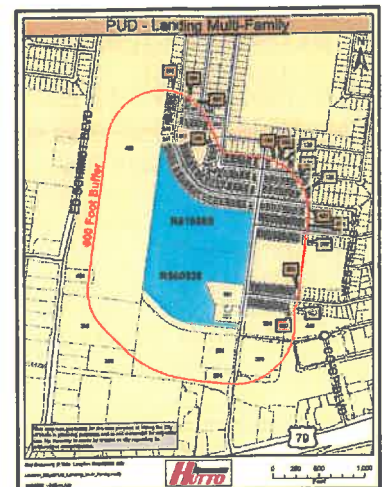
Name: Sam Chertouni
Address: 129 Holmstrom St, Hutto, TX 78634

☐ I AM IN FAVOR

☒ I OBJECT

Write comments below, attach additional pages if needed.

SITE LOCATION MAP



Autumn Speer

From: Lauren Allman <laurenallman17@gmail.com>
Sent: Thursday, January 27, 2022 10:38 AM
To: Planning
Subject: Owner's Response
Attachments: Hutto Public Hearing Notice - Surrounding Property Owner Response.pdf

Good Morning,

I have attached my response regarding the property located off Exchange Blvd. The property known as Hutto Landing Planned Unit Development (PUD) is against my fence line, and I have submitted my response several times before.

My family **OBJECTS** this proposal for several reasons.

I have included the same response in my attachment: *Single-family homes should be built in the neighborhood. Multi-family homes need to be built in an area where there are **NOT** existing homes (especially against a property owner's fence line). We purchased our home in 2016 and never did we think (or were told) that this could have been an option. Had we known this info prior to buying, we would **NOT** have purchased in this neighborhood.*

I'm sure many along this proposed property line would also object for many reasons, including the current development on the east side of Exchange at the moment which is being built, has been a huge disruption out our existing community. Semi-trucks are parked in the street making it difficult for drivers to merge safely onto Exchange Blvd. **including the fire department/EMS vehicles**, not to mention that our community has several children who walk to school. This area is no longer safe due to the current construction at this time. Should the west side of Exchange Blvd. become a construction zone, this will continue to become an issue considering Exchange Blvd. will be the only road with access to this construction zone. The proposed "Landing" which was provided by our neighborhood shows that this project will have an apartment leasing office directly behind someone's home causing excessive traffic along with the possibility of excessive noise.

The details posted below are from my neighborhood social media pages:

Here are some details I received from the developer for the site on the west side of Exchange Blvd. They are still calling it "The Landing" but this is a different developer than the one who was originally going to build there. Please note that this is a preliminary concept plan, which could change.

- The large buildings on the site are 3-story apartments with a height of 32' (grade to eave).
- The closest 3-story apartment to the Hyltin fence-line is planned to be at least 95' away (the average distance to a single-family home behind someone within our neighborhood is 30', so this is 3x the distance).
- The small L-shaped building near the northwest corner is a one-story leasing office.
- The two small buildings between the leasing office and the 3-story buildings are 2-story townhome-style apartments.
- They are planning much more green space near the homes on Hyltin than the previous developer, who was planning on putting parking right up against the fences. This is a great improvement (you can search this page for the previous concept plan to see the differences).
- They will have their own amenities and not be part of our HOA.

- This developer will participate in finishing the Live Oak extension that will connect Exchange to Ed Schmidt, which should help funnel more traffic to the west, away from Exchange.

The developer will be at P&Z meeting on February 1st at 7pm at City Hall. Anyone is welcome to attend and sign-up to speak or ask questions during the public hearing. I encourage you to attend and participate in the process.



Thank you for consideration on the rezoning of this location.
Lauren Allman

From: [Gary Underwood](#)
To: [Planning](#)
Subject: Hutto Landing Planned Unit Development (PUD)
Date: Monday, January 24, 2022 10:55:14 AM

I am emailing per the instructions from the letter that I received from the City of Hutto. Public hearing dates 2/1/22 and 3/3/22. My name is Gary Underwood and my address is 123 Hyltin St. Hutto, Tx 78634. I wanted to let you know that I object to the rezoning of the property, 31.9 acres located off of Exchange Boulevard. My family, and many others that we have talked to do not want any multi family units in our neighborhood. We objected to the apartment complex that is currently under construction, but our HOA was sabotaged by the Hutto City Council and allowed the builders to proceed without our approval. We do not want any more.

Thank you,
Gary Underwood
123 Hyltin St.
Hutto, Texas 78634
361-648-7089

From: [doris.wilson](#)
To: [Planning](#)
Subject: Hutto landing planned unit Development (PUD).31.9 acres, more or less in of land location off Exchange Boulevard. The land use proposal is multi-family use.
Date: Wednesday, January 19, 2022 11:38:05 AM

I Object

February 1,2022 [P&ZC].
MARCH 3 2022, City Council

233 HYLTIIN STREET

Perlee and Doris Wilson

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Autumn Speer

From: Franz, Dan <dFranz@Halff.com>
Sent: Thursday, February 24, 2022 3:17 PM
To: Ken Martin
Cc: Autumn Speer
Subject: RE: Project 1897-PLAT - Revisions/Documents Required Notification

Thank you Ken, this addresses all engineering comments.

Dan Franz, PE, CFM
Vice President
Director of Public Works
Halff Associates, Inc.

O: (512) 777-4606



[Halff.com](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: Ken Martin <kmartin@murfee.com>
Sent: Wednesday, February 23, 2022 8:46 AM
To: Franz, Dan <dFranz@Halff.com>
Subject: FW: Project 1897-PLAT - Revisions/Documents Required Notification

Dan,

Please see below and attached. I'm trying to resolve this in short order. I didn't want to forward this schematic earlier because it is a schematic and looking at the stormsewer laterals at those weird angles drives me crazy.

Ken Martin P.E.

Senior Project Manager
Murfee Engineering Company, Inc.
1101 S. Capital of TX Hwy, Bldg. D
Austin, TX 78746
O 512- 327-9204
kmartin@murfee.com

From: Autumn Speer <Autumn.Speer@HuttoTX.gov>
Sent: Wednesday, February 23, 2022 8:31 AM
To: Ken Martin <kmartin@murfee.com>
Subject: RE: Project 1897-PLAT - Revisions/Documents Required Notification

Ken,

Ning is no longer with us and all I have are consulting engineers to deal with. Can you reach out to them directly. I have you tentatively scheduled for the March meeting.

Thank you,

AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-040 authorizing the City Manager to enter into an agreement for mowing services for all City of Hutto easements and right of ways. (Angie Rios)
Meeting: Thursday, April 21, 2022
Department: Finance /
Staff Contact: Padma Patla

BACKGROUND INFORMATION:

Outsourcing of mowing was put in the budget for FY 21-22 to relieve the mowing burden on the Street Department.

- Total Contract Price –
 1. Legends of Hutto - \$52,798.80
 2. City of Hutto Mowing - \$240, 931.80
 3. **Total - \$293,760.60**
- Contract term – 12 Months with option to renew up to three additional 12-month periods.
- Total Acreage – 182.81 acres
 1. Legends of Hutto – 37.86 acres
 2. City of Hutto Mowing – 144.95 acres
 - ROW
 - Detention Ponds
 - Water sites
 - Public Works Yard
 - Drainage Ditches
 - Central Wastewater Treatment Plant
- The City of Hutto received 3 bids for city mowing. Based on scoring, Unity Contract Service, Inc. was awarded the contract. Unity was not the lowest bidder but won the contract based on equipment available and relationships with municipalities.
- The contractor will be responsible for doing City of Hutto mowing, allowing the Streets and Drainage Department to focus on infrastructure.

SUMMARY OF REQUEST:

Award mowing contract to Unity Contract Service, Inc.

STAFF REVIEW:

AGENDA ITEM REPORT

9.3.



Padma Patla (Public Works), Angie Rios (Finance), Cristian Rosas (Legal)

FINANCIAL IMPACT:

Street Department has \$250,000 in the Contract Labor budget. The total fee for Unity Contract Services is \$293,760.60. Unity Contracting Services is a HUB (Historically Underutilized Business). The FY 22-23 budget will be increased by \$43,760.60 to cover the difference in the contract.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220418-Hutto-RES-City Mowing Svcs
2. 20220418-Hutto-Agmt-City Mowing Svcs-v.2
3. CITYMOWINMG2022
4. Mowing Locations-ATTACHMENT A
5. Legends of Hutto ditches- ATTACHMENT B

RESOLUTION NO. R-2022-040

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR MOWING SERVICES BETWEEN UNITY CONTRACTING SERVICES, INC., AND THE CITY OF HUTTO IN THE AMOUNT NOT TO EXCEED TWO HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND SIXTY CENTS FOR CITY RIGHT-OF-WAY, EASEMENTS AND LEGENDS OF HUTTO MOWING SERVICES; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into an agreement for the mowing of City parks between Unity Contracting Services Inc. and the City of Hutto; and

WHEREAS, the City Council desires to authorize the Interim City Manager to execute the agreement (“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.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 21st day of April 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

**AGREEMENT BY AND BETWEEN
THE CITY OF HUTTO, TEXAS AND
UNITY CONTRACTING SERVICES,
INC**

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2022 ("Effective Date"), is by and between the **City of Hutto, Texas**, hereinafter called ("City"), a home rule Texas municipal corporation, and **UNITY CONTRACTING SERVICES, INC.** with its principal place of business at 6448 E. Hwy 290 Suite F113 Austin, Texas 78723, hereinafter called ("Contractor") to provide mowing services.

WHEREAS, the City sought services related to city mowing services (the "Services"); and

WHEREAS, the Contractor, submitted a response to the City's request, attached hereto as **Exhibit A** and incorporated herein for all purposes; and

WHEREAS, the City has investigated and determined that it desires to hire the Contractor for the Services.

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. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of this Agreement shall be for one year, beginning on the date of the Execution of this Agreement, and will be extended for three (3) additional one (1) year periods, unless either party provides the other party with notice of its intent not to renew this Agreement sixty (60) calendar days prior to the end of the current term.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not

approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. This Agreement may be terminated by the City at any time upon providing Contractor thirty calendar (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) calendar days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default. The defaulting party shall have ten (10) calendar days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Warranties; Disclaimer.

Contractor represents and warrants that (a) it will perform the Services in a professional and workmanlike manner and (b) the Services do not, to Contractor's knowledge, infringe any third-party intellectual property right. Contractor further represents and warrants that the Services will conform in all material respects to the specifications attached hereto as **Exhibit A.**

5. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed **Two Hundred Ninety-Three Thousand Seven Hundred and Thirty Dollars and Sixty Cents (\$293,730.60)**, according to the terms and conditions of this Agreement for the purchase and installation of the Products. Payment for all Services shall be in accordance with the bid proposal costs as identified in **Exhibits A and B.**

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. The Contractor's Proposal, attached hereto as **Exhibit A**;
- c. The City of Hutto Request for Proposals RFB# 22-04, attached hereto as **Exhibit B**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit A** conflicts with provisions of this Agreement, the provisions of this Agreement, then the provisions of **Exhibit A** shall prevail. To the extent that **Exhibit B** conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail.

7. **Entire Agreement.**

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. **Counterparts.**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. **INDEMNIFICATION.**

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING

SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Williamson County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
13. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

15. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

16. Attorneys' Fees. If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: .

If to City, to: City of Hutto
Attn: City Manager
500 W. Live Oak St
Hutto, Texas 78634

18. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
20. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such “force majeure” event not later than seven (7) calendar days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a “force majeure” event causing such delay and the other party shall not otherwise be aware of such “force majeure” event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
21. Independent Contractor. The relationship between the City and the Contractor is that of independent contractor, and the City and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
22. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor’s execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
23. 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 Contractor a completed 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 Contractor 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, 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 Contractor with respect to the proper completion of the TEC Form 1295.

24. Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Contractor represents that neither Contractor 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.

25. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
26. 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 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 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 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. 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 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 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 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.

28. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any part shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2022.

CITY OF HUTTO, TEXAS

By: _____
Isaac Turner, Interim City Manager

Date: _____

ATTEST:

City Secretary

FORM 1295: 2022-873740

[Seal]

CONTRACTOR:

Signature _____
Name _____
Title _____
Date _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; heacknowledged to he is the duly authorized representative for _____ and he executed said instrument for the purposes and consideration therein expressed on behalf ofthe corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public in and for the State of Texas

[Sea1]

EXHIBIT A – CONTRACTOR’S PROPOSAL

EXHIBIT B – CITY OF HUTTO’S RFB# 22-04

Request for Bids

The City of Hutto, Texas, has authorized sealed bids to be received for:

City Mowing Services **RFB 22-04**



RELEASE DATE: March 6, 2022
RESPONSES DUE: March 25, 2022, 2:00 P.M. CDT
DEADLINE for QUESTIONS: March 18, 2023, 5:00 P.M. CDT

Return Responses to:

City of Hutto Procurement
500 W. Live Oak Street
Hutto, Texas 78634

Procurement@HuttoTX.gov



**REQUEST FOR BIDS
CITY MOWING SERVICES
CITY OF HUTTO, TEXAS
BID NUMBER-RFB 22-04**

1. PURPOSE

The City of Hutto, hereinafter referred to as “City”, seeks bids to establish a multiple-year contract with a qualified person, firm, or contractor /contractors, hereinafter referred to as “Contractor”, to provide all necessary labor, tools, equipment, material, and supervision for grounds maintenance, on various City-owned Properties, hereinafter referred to as “Services”. City-owned Properties will be clearly identified within this Solicitation and herein referred to as “City of Hutto”. City of Hutto are described in Attachment A AND B.

2. QUALIFICATIONS

All Respondents shall:

- A. Have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient grounds maintenance services to City.
- B. Identify any subcontractors to be used for City Properties. Experience, qualifications, and references of the subcontractors shall be submitted with solicitation documents. City reserves the right to approve or disapprove all subcontractors during the contract term.
- C. Possess ground maintenance services experience, including but not limited to tree maintenance and experience with manicured grass, shrubs, and planting beds.
- D. Submit with bid sufficient documentation to prove compliance with the requirements of this section. The bid shall be considered responsive only if these qualifications are complied with fully.
- E. Have been responsible for at least three grounds maintenance programs of similar scope and size within the last three years. The respondent must provide the property name, address, owner’s/manager’s name, phone number, and the number of years that the grounds maintenance services were provided. Properties similar in scope include but are not limited to, residential properties in the Hutto area. If the owner/manager is no longer at the reference provided, provide the name of someone who is familiar with the work that was performed. The City reserves the right to contact the referenced owner/manager.

- F. Provide with the bid the name and qualifications of the person who will be responsible for the general supervision of all work performed under this contract. This person shall serve as the major communication link with City Representative.

3. CONTRACT TERM

It is the City of Hutto intent to structure the contract as follows:

- A. The initial term of the resulting contract shall be 12 months from the effective award date with the successful contractor. The contract may be renewed for up to three additional 12-month periods, provided both parties agree in writing.
- B. The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4. GENERAL REQUIREMENTS

Ground maintenance services shall be inclusive of necessary equipment and labor to maintain grounds at the City of Hutto. Services shall include, but not be limited to mowing and edging all accessible areas; raking, sweeping and/or blowing off walks, drives, porches trails, paths, and curbs; removal of all fallen limbs and/or tree(s); and disposing of all debris, as needed within a specified time period(s) as described below.

5. SERVICE REQUIREMENTS

The Contractor shall:

- A. Provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications, and transportation to and from the work area, as well as any related items necessary to complete the work as required.
- B. Furnish all tools, hoses, hard hats, safety vests, rubber boots, gloves, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
- C. Have an on-site Supervisor at the site at all times work is performed.
- D. Maintain a log of all site visits describing all ground maintenance activities (scheduled and supplementary) performed. A copy of the monthly maintenance record shall be available upon request and submitted with each request for payment.
- E. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any Properties or incidentals damaged shall be repaired or replaced by the Contractor to the satisfaction of the City. Any and all damage, including but not limited to irrigation systems and water/wastewater cleanouts caused by the Contractor shall be reported to the

City Representative immediately. Repairs shall be initiated as soon as possible. Expenses incurred for the repair shall be the Contractor's responsibility.

- F. Any damage discovered, but not the result of the Contractor's performance, shall be immediately brought to the attention of the City Representative.
- G. Not store any materials or equipment on City Parks without the express written permission of the City Representative.
- H. Work shall be performed on a schedule defined by a City Representative to the specifications defined herein.
- I. All work shall be performed in a professional workmanlike manner.
- J. Photos of the area mowed, before and after with a date stamp, shall be turned in when submitting payment. All supporting documentation specified herein shall be submitted with the invoice prior to City rendering payment.

6. CITY RESPONSIBILITY

City will:

- A. Appoint a City Representative.
- B. Provide written City work authorization.
- C. Provide written notice of any added and/or deleted Properties.
- D. Monitor and inspect the grounds maintenance at designated sites.
- E. Coordinate all work and scheduling with the Contractor.

7. EQUIPMENT

The City reserves the right to inspect the Contractor's equipment to determine the capacity of the equipment to satisfactorily perform the City grounds maintenance services. The City also reserves the right to randomly inspect all equipment at any time during the term of the contract or any extension period.

- A. Insufficient and/or inadequate equipment, as determined by the City, shall be cause for rejection of bid or cancellation of the contract.
- B. Recommended minimum equipment for a typical City grounds maintenance/Properties includes:
 - i. Two (2) out-front rotary mowers;
 - ii. Two (2) gas-powered blowers;
 - iii. Four (4) gas-powered string trimmers;
 - iv. Two (2) gas-powered Edger's; and,
 - v. One (1) trailer to transport mowers and equipment
- C. All areas adjacent to roads shall be mowed with an out-front type mower. Tractors, brush hogs, 580-D or similar type equipment will require pre-approval before using on City Parks.

- D. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects. Contractor shall be held liable for any damage caused to motorist or pedestrian.
- E. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.
- F. Hinged, batwing, and brush hog drag mowers shall only be used with written approval from the City Representative.
- G. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be used on City Parks.
- H. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.

8. SCHEDULING

Upon issuance of a written City work authorization, Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all Parks assigned in the time allotted for each. Work started within a Park shall be completed in consecutive days per the schedule in the work authorization.

- A. This will be a year-round mowing schedule.
- B. Details for each location will be found in Attachment A & B.
- C. Cancellation of work authorization may be based upon need: Ozone Action Days, inclement weather conditions, or other mitigating circumstances to be determined by City Representative. This determination will be made by a City Representative and communicated to the Contractor in writing via e-mail or fax.

9. GROUNDS/TURFGRASS MAINTENANCE

Upon receipt of work authorization, the scheduled Parks shall be maintained as follows:

- A. Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under structures, poles, trees, signs, and fences. All structures, trees, poles, signs, fences, and shrub beds shall be trimmed flush with the object.
- B. Special care shall be given to trimming around trees, especially small trees, as not to inflict damage to the bark of the trees.
- C. Trimming shall be to a height of at least 1.5 inches, but no higher than 2.5 inches.
- D. All trimming shall be accomplished concurrently with mowing operations.
- E. Trimming shall include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways, and any other pavement surface within the Parks.
- F. Trimming shall leave no vegetation overhanging onto concrete; and shall result in a six (6) inch bank around obstacles.

- G. Edging shall mean the vertical removal of any and all plant material that encroaches over or onto trails, paths, or sidewalks (both sides), curbs, steps, driveways, and pavements.
- H. Edging cut shall remove vegetation from pavement services and result in a visible separation of turf from the pavement.
- I. Sidewalks, curbs, and steps shall be mechanically edged to a one-inch depth and ¼ inch width where they exist exposing the pavement surface.
- J. The initial edging shall be completed by the end of the first cycle of ground maintenance.
- K. All edges shall be maintained through the duration of the contract.
- L. Edging and maintenance of edges shall use a vertical cut approach.

10. TREE TRIMMING

Trees shall be trimmed only up to a height of six feet in order to enhance subsequent machine mowing, and shrubs shall be trimmed only around the base, up to a height of eighteen inches, in such a manner as to not endanger the life of such plants.

11.MOWING

- A. Upon receipt of work authorization, all grass shall be cut at a height of no higher than 3 inches and no shorter than 1.5 inches.
- B. Property areas shall be completely mowed to the boundaries identified on Attachment A and B and be field verified by the City Representative at the initial commencement of Services within 24 hours of the start of mowing of City Parks.
- C. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below 1.5 inches height down to and including the soil.
- D. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- E. Contractor shall use extreme care when mowing against fences, property lines, and other obstacles. Damage sustained to adjacent property as a result of Services shall be the responsibility of the Contractor. Where there is a fence line, the Contractor shall mow and trim to the fence line. All ditches shall be maintained. Slopes and bottoms of ditches shall be trimmed or mowed to a height no higher than 3 inches and no shorter than 1.5 inches. If an area is maintained by an adjacent property owner, the Contractor shall not mow that area.
- F. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

12. REMOVAL OF GRASS CLIPPINGS

Removal of cut grass from the Parks where growth occurred shall not be required unless

the grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the worksite.

13. TRASH, LITTER AND DEBRIS REMOVAL

Contractor shall perform trash, litter, and debris removal in all areas where work is performed. Responsibilities include any rubbish within the Parks such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags, and rocks, which is not intended to be present as part of the landscape. For this function, Parks shall include streets, sidewalks, curbs, catch basins, gutters, hillsides, and ditches. Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.

- A. Trash and Litter: Contractor shall remove all trash and litter from the Parks prior to initiating any mowing of the turf areas.
 - i. All trash and litter removed shall be disposed of by Contractor legally at an offsite location.
 - ii. No litter or debris shall be visible in the finished Parks area after services are performed.
 - iii. For items larger than 4", Contractor shall contact the City Representative to make City aware and coordinate removal.
- B. Clearing Large Debris: All undesirable large debris and litter shall be removed from the Parks by Contractor. The entire lot or parcel, including the adjacent public right of way, shall be free of rubbish, brush, trash, stagnant water, filth, carrion, such items as old stoves, refrigerators, furniture, and any and all unwholesome, objectionable, unsightly or unsanitary matter of whatsoever nature or kind, as to be in compliance with the requirements of the provision of **Article 2 of Chapter 10-5 of the City Code, as amended**, and with the provisions of **Chapter 342; Subchapter A, of the Texas Health and Safety Code**, and as directed by the City Representative. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for submission to City Representative for reimbursement. Applicable charges shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.
- C. Disposal: Contractor shall dispose of all debris resulting from general landscape and grounds maintenance operations in a manner acceptable to the City Representative and in accordance with all Federal, State, and local laws, rules, regulations, and guidelines. Contractor shall not dispose of any debris or trash resulting from landscape maintenance on any property or in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations, or where disposal is not allowed.

14. WATERING

Watering shall be conducted as requested by City Representative on an as-needed basis in accordance with the City of Hutto Watering Restrictions.

15. SPECIAL CASES

- A. Certain other work may be designated by the City Representative upon release to the Contractor as a “Special Case”. This may include non-ordinary situations where special equipment such as pumps or hoisting equipment is needed, or where items are removed from Parks not for disposal but, at the direction of a court of law or other such entity, removed for salvage or for holding preliminary to storage or auction by City; or where the required worksite operations are sorting, stacking, carrying or rearing personal property items kept in the yard areas of occupied lots (lots with inhabitants); or as may be otherwise described by City. Applicable charges for any special equipment shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.
- B. When work has been designated by the City as a “Special Case”, the Contractor may be required to complete it within as little as twenty-four (24) hours upon release of the work to the Contractor by the City Representative. The Contractor will be compensated by costs for added equipment needed to meet the City “Special Case” work requirements as approved by the City Representative in addition to the application of the usual and appropriate square footage, cubic yardage, or per tire rates. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs.

16. OTHER CASES

- A. In a situation where work has NOT been designated by the City Representative as a “Special Case”, the City Representative will consider the compensation of the Contractor for special and unusual equipment costs upon review of related documentation for such as submitted to the City Representative by the Contractor. The Contractor must contact the City Representative or designee prior to renting a special piece of equipment for approval in advance for compensation of costs.

18. SUSTAINABILITY REQUIREMENTS

- A. Performance of work shall be in accordance with industry standards: Reference, Texas Nursery and Landscape Association’s (TNLA) Texas Certified Landscape Professional Manual.
- B. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings MUST remain on the lawn.
- C. Mowers with mulching decks are required to mulch grass clippings (to be left on grass) and to help avoid discharging projectiles during operation.
- D. The Contractor will establish and demonstrate landscaping and maintenance practices that limit the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other practices that negatively affect the wildlife or environment of the areas referenced in this

solicitation.

- E. Using the attached form (see Exhibit E to this Solicitation, Equipment List), the Contractor shall provide a complete list of all the equipment to be used onsite at City Properties during the performance of the contract. This list should clearly demonstrate the Contractor's capacity and capability to perform the scope of work indicated in the Solicitation.

19. PEST CONTROL AND HERBICIDE USE

Unless notified in writing by the Representative there will be no Pest Control or Herbicide Required. If Pest Control or Herbicide is requested, the Contractor must comply with the City's Integrated Pest Management (IPM) Program. The Contractor shall abide by the City's Integrated Pest Management (IPM) Program when using any chemicals, including fertilizer, herbicide, or other chemicals and shall obtain written approval from the Representative prior to any application. Application of chemicals shall be made only by employees licensed by the Texas Structural Pest Control Service or the Texas Department of Agriculture. The Contractor shall provide a copy of the Chemical Application License within five (5) calendar days if Pest Management is requested. Unless otherwise notified by the City Representative in writing the IPM Program will not be considered as part of the work scope of this solicitation. Any and all chemical or pesticide applications shall be made under the direct supervision and control of a Certified Applicator License holder issued by the Texas Department of Agriculture or Texas Structural Pest Control Service.

20. CITY REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to all inspections, re-inspections, and work authorizations as follows:

Richard Rodriguez Field Services Manager

500 West Live Oak, Hutto TX 78634

512-759-4930

Richard.rodriguez@huttotx.gov

21. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all deliverables described in the solicitation and in the contractor's offer in strict accordance with the terms, covenants, and conditions of the contract and all applicable federal, state, and local laws, rules and regulations.

22. EFFECTIVE DATE/TERM. Unless otherwise specified in the solicitation, this contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the contract.

23. RIGHT OF INSPECTION AND REJECTION. The City expressly reserves all rights

under the law, including, but not limited to the Uniform Commercial Code. If the City has the right to inspect the contractor's, or the contractor's subcontractor's, facilities, or the deliverables at the contractor's, or the contractor's subcontractor's, premises, the contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

24. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender must fully comply with all provisions of the contract as to the time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach.

25. PLACE AND CONDITION OF WORK. City shall provide the contractor access to the sites where the contractor is to perform the services as required in order for the contractor to perform the services in a timely and efficient manner. The contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the worksites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect the performance of the contractor's obligation under the contract. The contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or services conditions differ from expected conditions.

26. WORKFORCE.

- A. The contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the contract.
- B. The contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or City representative notifies the contractor that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the contractor shall immediately remove such worker from contract services, and may not employ such worker again on contract services without the City prior written consent.

27. REQUESTS FOR PAYMENT.

- A. Proper requests for payment must include a non-duplicated invoice number, the purchase order or purchase release number and the supply Contract number if applicable, the City name, and the name of the City Representative. Requests for payment shall be itemized
- B. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- C. Federal excise taxes, State taxes, or City sales taxes must not be included in

the invoiced amount. The City will furnish a tax exemption certificate upon request.

28. PAYMENT.

- A.** All requests for payment received by the City will be paid within 30 calendar days of the City receipt of the Deliverables or of the request for payment, whichever is later.
- B.** If payment is not timely made (per paragraph A), interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved.
- C.** If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the request for payment matches the shipment or delivery.
- D.** City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:
 - i. Delivery of non-conforming Deliverables by the Contractor;
 - ii. Third-party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
 - iv. Damage to the property of City or the City agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper requests for payment with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E.** City payment obligations are payable only and solely from funds appropriated and available for the purpose of this purchase. The absence of Appropriated or other lawfully available funds shall render the contract null

and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

29. FINAL CLOSE-OUT.

- A. The making and acceptance of final payment will constitute:
 - a. A waiver of all claims by City against the Contractor, except claims
 - i. Which have been previously asserted in writing and not yet settled,
 - ii. Arising from defective work appearing after final inspection,
 - iii. Arising from the failure of the Contractor to comply with the Contract or the terms of any warranty specified herein,
 - iv. Arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or
 - v. Arising under the City's right to audit; and
 - b. A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

30. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

31. RIGHT TO AUDIT.

- A. The Contractor agrees that authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund the City any overpayments disclosed by any such audit.
- B. The Contractor shall include Section A. above in all subcontractor Contracts entered into in connection with this Contract.

32. SUBCONTRACTORS.

- A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract and shall contain provisions that:
- i. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract;
 - ii. Prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance, and amount acceptable to the City;
 - iii. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- B. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any money due to any such Subcontractor except as may otherwise be required by law.
- C. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

33. WARRANTY-PRICE

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

- C. In addition to any other remedy available, The City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

33. WARRANTY - SERVICES. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State, and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, The City may reduce the number of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such an event, the Contractor shall pay to the City upon demand.

34. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES. If instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, The City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

35. RIGHT TO ASSURANCE. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no

assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

36. STOP WORK NOTICE. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

37. DEFAULT. The Contractor shall be in default under the Contract if the Contractor:

- A. Fails to fully, timely, and faithfully perform any of its material obligations under the Contract,
- B. Fails to provide adequate assurance of performance under paragraph 25,
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, or
- D. Makes a material misrepresentation in the contractor's offer, or in any report or deliverable required to be submitted by the contractor to the City.

38. TERMINATION FOR CAUSE. In the event of a default by the contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses, and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

39. TERMINATION WITHOUT CAUSE. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the contractor shall promptly cease all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

40. FRAUD. Fraudulent statements by the contractor on any offer or in any report or deliverable required to be submitted by the contractor to the City shall be grounds for the termination of the contract for cause by the City and may result in legal action.

41. DELAYS. The City may delay scheduled delivery or other due dates by written notice to the contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the contract, the City and the contractor shall negotiate an equitable adjustment for costs incurred by the contractor in the contract price and execute an amendment to the contract. The contractor must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the dispute resolution process specified in paragraph 54. However, nothing in this provision shall excuse the contractor from delaying the delivery as notified.

42. HOLD HARMLESS AND INDEMNITY.

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF the City), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE**

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD-PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

43. INSURANCE. The following insurance requirement applies (Applicable to Contracts for services that are performed at City facilities or at sites designated by the City and for supplies that are delivered to City facilities by the Contractor personnel)

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- ii. The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.
- iii. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractor's insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+ or better. The City will accept workers compensation coverage written by the Texas Workers Compensation Insurance Fund.
- vi. All endorsements naming the City and the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn: Procurement

City of Hutto

500 W. Live Oak Street
Hutto, Texas 78634

- vii. The “other” insurance clause shall not apply to the City or where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City, and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by THE CITY based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xiii. The Contractor shall provide the City thirty (30) dayswritten notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiv. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- xv. Actual losses not covered by insurance as required by this

section shall be paid by Contractor.

B. Specific Requirements. (Applicable to Contracts for Services that are performed at City facilities or at sites designated by the City and for deliverables that are delivered to City facilities by Contractor personnel).

- i. Worker's Compensation and Employers' Liability Insurance Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The minimum policy limits for Employer's Liability are: \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(a) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City:

- i. Waiver of Subrogation, Form WC 420304, or equivalent coverage
- ii. Thirty (30) days' Notice of Cancellation, Form WC 420601, or equivalent coverage ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
- iii. The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractors Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling, provisions must be included that provide Explosion, Collapse, and Underground Coverage (X, C, U).

iv. The policy shall also include these endorsements in favor of the City:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City listed as an additional insured, Endorsement CG

2010, or equivalent coverage iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. (l) The policy shall include these endorsements in favor of the City:

44. CLAIMS. If any claim, demand, suit, or other action is asserted against the contractor which arises under or concerns the contract, or which could have a material adverse effect on the contractor's ability to perform thereunder, the contractor shall give written notice thereof to the City within ten days after receipt of notice by the contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimants(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City.

45. DISCLOSURES. If at any time Contractor shall become aware of the existence or occurrence of any financial or economic conditions or natural disasters which might have a material adverse effect, Contractor shall promptly notify the City of the existence or occurrence thereof, unless the City has actual notice thereof, and of Contractor's opinion as to what effect such may have on the property or Contractor. Contractor shall also give prompt notice to the City, unless the City has actual notice thereof, of

- A. the serious illness or death of any principal or key employee of Contractor,
- B. any litigation or dispute, threatened or pending against or affecting Contractor or the property which could have a material adverse effect,
- C. any event of default,
- D. any default by Contractor or any acceleration of any indebtedness owed by Contractor under any contract to which Contractor is a party, and
- E. any change in the character of Contractor's business as it existed on the date hereof which could have a material adverse effect.

46. NOTICES Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractors' Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be sent to 500 West Live Oak Street, Hutto Texas 78634 and marked to the attention of the Procurement department.

47. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL. All material submitted by the Contractor to THE CITY shall become property of THE CITY upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

48. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS. The Contractor represents and warrants to THE CITY that:

- A. the Contractor shall provide THE CITY good and indefeasible title to the Deliverables and
- B. the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold THE CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from:
 - i. any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or
 - ii. the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, THE CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that THE CITY's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and THE CITY makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

49. CONFIDENTIALITY. In order to provide the deliverables to the City, Contractor may require access to certain of the City and/or its licensors confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) collectively, "Confidential information". Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential

Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least

50. PUBLICATIONS. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

51. ADVERTISING. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

52. NO CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

53. GRATUITIES. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Hutto with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, The City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in 53.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision- making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

54. INDEPENDENT CONTRACTOR. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

55. DEBARRED CONTRACTORS. In procuring any goods or services related to the Contract, Contractor shall not enter into a contract or remit payment to any contractor that is listed on the Federal Excluded Parties List. Contractor shall screen all contractors and subcontractors by checking the above list which is found at the following web address: <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

56. ASSIGNMENT-DELEGATION. The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

57. NO WAIVER; REMEDIES CUMULATIVE. No exercise, partial exercise, failure, forbearance or delay on the part of the owner in exercising any power or right hereunder, or under the Contract Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein, or in the Contract Documents, is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, may be sought by the enforcing party.

58. MODIFICATIONS. The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any the Contractor request for payment, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

59. INTERPRETATION. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their Contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

60. FORCE MAJEURE. The parties hereto will be excused from performance of any of their respective obligations hereunder during the existence of any event beyond their

respective control (not due to their own fault or actions inconsistent with good faith operations hereunder) which shall include, without limitation, actions of governmental authorities, other than the City; acts of God; strikes or other labor troubles beyond the reasonable anticipation and control of the parties; temporary interruption caused by explosion, fire, vandalism, malicious mischief and other unavoidable interruptions; weather; natural catastrophes and other unavoidable circumstances.

61. ALTERNATIVE DISPUTE RESOLUTION. The City and Contractor shall submit in good faith to mediation before filing a suit for damages under this Contract.

62. GOVERNING LAW. The Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas. Although drafted by the owner, the Contract documents shall be fairly construed, neither more strongly for nor against any party.

63. PERFORMANCE; VENUE. This Contract shall be performed in Williamson County, Texas. Venue shall be in Williamson County, Texas.

64. SEVERABILITY. In the event that any provisions of this Contract or any other contract documents executed at closing or the application thereof to any person or circumstances shall be declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of such provisions and Contracts shall nevertheless remain in full force and effect and to this end the provisions of all covenants, conditions and Contracts described herein are deemed severable for this purpose. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

65. HOLIDAYS. The following holidays are observed by the City:

Holiday Date Observed

New Year's Day January 1

Martin Luther King, Jr.'s Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth June 19

Independence Day July 4

Labor Day First Monday in September

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Friday after Thanksgiving Friday after Thanksgiving

Christmas Eve December 24

Christmas Day December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

66. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract

67. PROPOSAL PRICE SHEET: Please refer to Attachment B. The duly signed proposal price must BE submitted with the other documents for a proposal to be deemed responsive.

68. CITY'S PREROGATIVE:

- A. The City reserves the right to award this bid in its entirety or by group. The award will be made at a regularly scheduled meeting of the City of Hutto Council if bid amount is \$50,000 or more.
- B. Specifications, bid proposal forms and instructions to bidders are attached hereto. The City is not responsible for any vendor's costs associated in the preparation of the bid. Also, should vendor bid an alternate; any test costs to prove equality of product will be at the expense of the vendor, not the City of Hutto
- C. Any proposal received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.
- D. The City of Hutto reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City of Hutto.

69. EVALUATION FACTORS AND AWARD

- A. **Evaluation:** Proposers may furnish pricing for all or any portion of the RFP (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.
- B. **Award:** The City of Hutto shall award the bid to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. When determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1.	Bid Price	50%
2.	Reputation of the bidder/References	25%
3.	Equipment	15%
4.	Bidder's past relationship with the municipality	10%

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

70. SUBMITTAL OF PROPOSAL:

EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET, WITH EACH PAGE INITIALED, TO ESTABLISH ACKNOWLEDGEMENT OF THE SPECIFICATIONS. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON- RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the proposal number, bid due date and proposal name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSAL WILL NOT BE ACCEPTED!**

Submit Proposals to reach the address below on or before 2:00 p.m. (CST) on March 25, 2022:

Procurement
City of Hutto
500 W. Live Oak Street,
Hutto, Texas 78634

68. PRE-PROPOSAL MEETING ANNOUNCEMENT:

Pre-proposal submittal meeting will be held on Thursday, **March 03, 2022 at 10:00 a.m. (CST)** in the City Hall council chambers located at 500 W. Live Oak Street, Hutto, TX 78634. Prospective responders are encouraged to attend this meeting.

**City of Hutto, Texas
RFB 22-04
City Mowing**

**Exhibit A
Respondent Certification**

Proposals will be accepted in the City of Hutto, at 500 W. Live Oak Street Hutto, TX 78634, until 2:00 pm on March 25, 2022. Proposals may not be withdrawn for a period of 90 days after opened, unless otherwise stipulated by the respondent in the space provided under "Prices Held Firm."

Rejection of Proposals- The City reserves the right to reject any or all proposals or parts of proposals.

Tax Exemption- The City is a tax-exempt governmental entity.

Respondent's Certification- I, the undersigned, certify that this RFB is made without previous understanding, agreement, or connection with any person, firm, or corporation making an offer for the same materials, and is in all respects fair and without collusion or fraud. I further certify that I am legally empowered to bind the corporation, partnership, or individual owner.

Prices Held Firm- The RFB offer, as indicated on the RFB form, will be good for at least ninety (90) days after opened, unless an extension is requested by the City and approved by the Respondent. The contract pricing will be firm for the duration of the contract.

Signature	_____
Typed Name	_____
Title	_____
Date	_____
Company Name	_____
Mailing Address	_____
City, State, Zip	_____
Telephone	_____
Fax Number	_____
Email Address	_____

**City of Hutto, Texas
RFB 22-04
City Mowing**

**Exhibit B
Client Information**

The Proposer shall furnish, with the Proposal, the following information for at least **3** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation. **Failure to provide requested references may be grounds for disqualification of your Proposal for consideration.**

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

**RFB 22-04
City Mowing**

**Exhibit C
Exceptions**

Please list any exceptions to the specifications. Attach additional pages if necessary.

City of Hutto, Texas

**RFB 22-04
City Mowing
Exhibit D
Insurance Certification**

*Please provide a certificate of insurance for property, bodily injury, and workers' compensation to demonstrate compliance with insurance requirements specified in **Section 43**.*

City of Hutto, Texas

RFB 22-04
Grounds Maintenance and Right of Way Mowing

Exhibit E
List of Machinery and Equipment

It is required that a Contractor be able to perform landscape maintenance services as specified in this document. It is represented as part of this proposal that all of the equipment listed below is available to use on the work covered by the General Conditions.

As part of the proposal evaluation, a team from Parks & Recreation and Public Works will review the availability and capability of the equipment of the Contractor submitting the winning proposal.

UNITS	TYPE OF EQUIPMENT

(Signature)

(Date)

City of Hutto, Texas

**City of Hutto, Texas
RFB 22-04
City Mowing**

**Attachment B
Bid Form**

Bids must include all labor, materials, and related expenses and costs. **Please provide a final bid for an entire year for each item listed below.**

COMPANY INFORMATION

Company Name: _____

Mailing Address: _____

Point of Contact: _____

Email and Phone: _____

FINAL ANNUAL BIDS

Bid #1: _____

Bid #2: _____

City of Hutto

Areas to be maintained

Line Item	Property Description	Frequency	Acreage	Cost
1	Hwy 79 R.O.W. Front Street R.O.W. (From P.W. Shop to the bridge	Bi-Weekly	11.57	
2	West of Lone Star, from Marvins Cv. To Carl Stern & the island at Front St. & Carl stern	Bi-Weekly	7	
3	401 W. Front Street	Weekly	1.49	
4	R.O.W. between R.R. tracks & fence line (from 685 to ditch line East commercial buildings on North side of Front St./ A1 Coring)	Monthly	3.6	
5	Front St. Detetnion Pond	Bi-Weekly	2.47	
6	Public Works Yard	Bi-Weekly	5.67	
7	Back side of Public Works Yard	Bi-Weekly	1.21	
8	Waste Water treatment center	Bi-Weekly	14.46	
9	Carl Stern Water Tower	Bi-Weekly	0.49	
10	Carl Stern R.O.W. from Front St. to N. Pauley on North side & on South side from S. Pauley East to ditch line	Bi-Weekly	0.55	
11	Duck Pond & ditchline at Country Estates off Carl Stern Drive	Bi-Weekly	8.51	
13	Country Estates ditch line and Brooke St. detention pond	Bi-Weekly	1.17	
15	Enclaves detention pond	Monthly	6.36	
16	Evans St.	Bi-Weekly	0.34	
17	1660 S. R.O.W. (From fence behind 101 Orchard Way to 2nd power pole South of Meadowside Dr. on Eastside of of road)	Bi-Weekly	0.81	
18	Retention Pond behind 204 Lady Bug (Past dead end on East end of Carl Stern after last house on the right)	Monthly	3.08	
20	Brushy Creek Meadows detention pond (Coyote Trail & CR 135)	Monthly	3.24	
21	1660 S. sidewalk (From phone junction boxes southside of Glennwood Subdivision to where sidewalk crossees 1660 S on Eastside of road)	Bi-Weekly	1.08	
22	CR. 137 R.O.W. & sidewalk	Bi-Weekly	3.17	
24	Hwy 79 center islands (From FM 685 East to Exchange Blvd)	Monthly	2104 ft	
25	Northeast corner of Hwy 79 & Ed Schmidt	Bi-Weekly	0.02	
27	Exchange Blvd. drainage channel (50 feet on each side of roadway behind guardrail)	Monthly	0.25	

City of Hutto

Areas to be maintained

28	CR 165/Alliance Blvd (From hwy 79 North on Eastside to South corner of parking lot of YMCA & on Westside from Hwy 79 North under under the power lines to the storage facility)	Monthly	1.22		
29	Emory Farms detention pond (From fence line South to YMCA curb line)	Monthly	8.58		
30	CR 108/ Innovation Blvd (From toll service road to Limmer Loop except in front of the college)	Bi-Weekly	8.62		
31	Northwest water tower	Bi-Weekly	1.27		
32	Ed Schmidt R.O.W.	Bi-Weekly	2.26		
33	Limmer Loop (St. Patricks Catholic Church to end of Clarks Crossing)	Bi-Weekly	4.54		
34	Carol Drive R.O.W. from Limmer Loop south behind the fence on the West side of the street.	Weekly	0.25		
35	301 Carol Dr. drainage easement (Edge of street West to power poles)	Bi-Weekly	2.8		
36	Carol Drive detention pond (Edge of the street East to ditch line)	Bi-Weekly	1.4		
37	Mager Ln R.O.W around Cottonwood Sub entrance and Clarks Crossing ditch lines (x3)	Bi-Weekly	6.47		
38	Creekside Dr. -- Two drainage easements Cottonwood Subdivision)	Monthly	0.09		
39	Hutto Park subdivision easement West of Saul St.)	Bi-Weekly	2.52		
40	CR 132 R.O.W.	Monthly	3.72		
41	Pecan St water tower (W. Pecan St.)	Bi-Weekly	0.31		
42	Alley across from the Texan to 1660 N.	Monthly	0.11		
43	Alley across from the Library to Main St.	Monthly	0.09		
44	Capital St. (North end of Main St.)	Bi-Weekly	0.2		
45	Frame Switch water tower	Bi-Weekly	5		
48	Farley St. & East St. around hippo	Bi-Weekly	0.75		
49	Carl Stern Dr. (Southside of roadway from school entrance East to S. Pauley & from fence to curb)	Bi-Weekly	0.5		
52	Enclaves easement between houses & Brushy Creek	Bi-Weekly	7.69		
55	Sidewalk FM 685, Riverwalk to Great Western	Bi-Weekly	5		
56	FM 1660 N from Mager Ln North to city limit sign on North side of Hutto Park (North & South R.O.W)	Monthly	4.02		
59	East St. parking lot	Bi-Weekly	0.5		
60	Fistral Dr. drainage ditch	Bi-Weekly	0.5		
	Total		144.95	\$	-

City of Hutto

Areas to be maintained

Line Item	Property Description	Frequency	Acreage	Cost
Legends Of Hutto				
Retention Ponds & Ditches between streets				
1	Blackman trail & Holman Path	Monthly	0.75	
2	Holman Path & Legends of Hutto	Monthly	0.75	
3	Legends of Hutto Easement	Monthly	0.75	
4	Legends of Hutto Retention Pond	Monthly	4.9	
5	Perimeter of Legends of Hutto Retention Pond	Monthly	4.15	
6	Legends of Hutto & Herrera Trail	Monthly	0.43	
7	Herrera Ct. & Kerley Trail	Monthly	0.63	
8	Carl Stern Retention Pond	Monthly	13.35	
9	Kerley Ct. & Lonestar Ct.	Monthly	0.34	
10	Lonestar Ct. & Hanstrom Ct.	Monthly	0.27	
11	Hanstrom Ct. & Gainer Ct.	Monthly	0.19	
12	Blackman Ct. & Herrera Ct.	Monthly	0.33	
13	Herrera Ct. & Kerley Dr.	Monthly	0.72	
14	Behind Blackman & Herrera	Monthly	0.66	
15	Kerley Dr. & Lonestar	Monthly	0.42	
16	Lonestar & Hanstrom	Monthly	0.6	
17	Hanstrom & Gainer	Monthly	0.59	
18	Aguilar Dr. & Castle Dr.	Monthly	0.56	
19	Castle Dr. & Inman Dr.	Monthly	0.63	
20	Inman & Campos (To city park line)	Monthly	0.53	
21	Campos & Kerley Dr.	Monthly	0.63	
22	Kerley Dr. & Lonestar (North of Richards Dr.)	Monthly	0.7	
23	Lonestar & Hanstrom (North of May)	Monthly	0.52	
24	Hanstrom & Gainer	Monthly	0.48	
25	Grisham Dr.& Swenson Dr.	Monthly	0.83	
26	South of Richards Dr. Going into Retention Pond	Monthly	0.08	
27	South of Richards Dr. Going into Retention Pond	Monthly	0.62	
28	South of Richards Dr. Going into ditch liner	Monthly	0.08	
29	South of Richards Dr. Retention Pond	Monthly	2.37	
Total			37.86	

AGENDA ITEM REPORT

9.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-019 authorizing the City Manager to enter into an agreement for mowing services for all City of Hutto parks. (Angie Rios)
Meeting: Thursday, April 21, 2022
Department: Finance /
Staff Contact: Angie Rios

BACKGROUND INFORMATION:

Outsourcing of Parks mowing was put in the budget for FY 21-22 to relieve the mowing burden on the Parks Groundskeepers. There are 5 dedicated parks staff who mow approximately 276 acres, which equates to 1,100 residential lots. Outsourcing the mowing will ensure that our parks are well kept, which is vital to our community and public image. This contract will allow our team members to focus on other areas of parks operations and reduce our downtime related to maintenance. Every 50 hours of equipment equals an additional half-day worth of preventative and routine maintenance.

The scope of work was drafted to include two required bids (Hutto Lake Park and Carmel Creek Trail) and the remaining parks (Frtiz, Creekside, Hutto Community, Glenwood, and Orgain) were labeled as added alternates. The scope includes bi-weekly mowing and trimming from March-October and monthly maintenance from November-February. The initial term of the contract shall be 12 months from the effective award date and may be renewed for up to three additional 12-month periods, provided both parties agree in writing. The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Staff will continue to mow the athletic fields, Saul property, and amphitheater.

The final proposal was uploaded to www.bidnet.com and 15 vendors were notified. The bidding went live on March 6, 2022, and bids were due by 2pm on March 25. A notice of the bid was published for two consecutive weeks in the Taylor Press newspaper, on Sunday, March 6 and March 13. Bids were open on Friday, March 25 in Council Chambers at 2:10pm. The City received 7 bidders for the Parks mowing contract. Each bid was read out loud and prices were recorded. Procurement and parks staff scored the bids on March 31, 2022. Scoring metrics were bid price (50%), reputation of the bidder/ references (25%), equipment (15%), and Bidder's past relationship with the municipality (10%). After scoring sheets were tabulated, Unity Contract Services, Inc. was identified with the highest score.

Parks has \$215,000 in the Contract Labor fund. The total fees from Unity Contract Services to mow all 7 parks are \$217,200. Unity Contracting Services is a HUB (Historically Underutilized Business). The FY 22-23 budget will be increased by \$2,200 to cover the difference in the contract. Staff will continue to mow as needed, but the majority of mowing will fall under this contract.

AGENDA ITEM REPORT

9.4.



SUMMARY OF REQUEST:

Outsourcing of Parks mowing was put in the budget for FY 21-22 to relieve the mowing burden on the Parks Groundskeepers. The scope of work was drafted to include two required bids (Hutto Lake Park and Carmel Creek Trail) and the remaining parks (Frtiz, Creekside, Hutto Community, Glenwood, and Orgain) were labeled as add alternates. The scope includes bi-weekly mowing and trimming from March-October and monthly maintenance November-February. The initial term of the contract shall be 12 months from the effective award date and may be renewed for up to three additional 12-month periods, provided both parties agree in writing. The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Staff will continue to mow the athletic fields, Saul property, and amphitheater.

STAFF REVIEW:

FINANCIAL IMPACT:

Parks has \$215,000 in the Contract Labor account. The total fees from Unity Contract Services to mow all 7 parks are \$217,200. Unity Contracting Services is a HUB (Historically Underutilized Business). The FY 22-23 budget will be increased by \$2,200 to cover the difference in the contract.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. 20220418-Hutto-RES-Parks Mowing Svcs
2. 20220418-Hutto-Agmt-Park Mowing Svcs-v.2
3. PARKSMOWINGBID2022

RESOLUTION NO. R-2022-019

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING AN AGREEMENT FOR MOWING SERVICES BETWEEN UNITY CONTRACTING SERVICES, INC., AND THE CITY OF HUTTO IN THE AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTEEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS FOR CITY PARKS MOWING SERVICES; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into an agreement for the mowing of City parks between Unity Contracting Services Inc. and the City of Hutto; and

WHEREAS, the City Council desires to authorize the Interim City Manager to execute the agreement (“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.

Section 4. This Resolution shall take effect immediately upon its passage.

RESOLVED this 21st day of April 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

**AGREEMENT BY AND BETWEEN
THE CITY OF HUTTO, TEXAS AND
UNITY CONTRACTING SERVICES,
INC**

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2022 ("Effective Date"), is by and between the **City of Hutto, Texas**, hereinafter called ("City"), a home rule Texas municipal corporation, and **UNITY CONTRACTING SERVICES, INC.** with its principal place of business at 6448 E. Hwy 290 Suite F113 Austin, Texas 78723, hereinafter called ("Contractor") to provide mowing services.

WHEREAS, the City sought services related to park mowing services (the "Services"); and

WHEREAS, the Contractor, submitted a response to the City's request, attached hereto as **Exhibit A** and incorporated herein for all purposes; and

WHEREAS, the City has investigated and determined that it desires to hire the Contractor for the Services.

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. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

2. Term.

The term of this Agreement shall be for one year, beginning on the date of the Execution of this Agreement, and will be extended for three (3) additional one (1) year periods, unless either party provides the other party with notice of its intent not to renew this Agreement sixty (60) calendar days prior to the end of the current term.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not

approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. This Agreement may be terminated by the City at any time upon providing Contractor thirty calendar (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) calendar days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default. The defaulting party shall have ten (10) calendar days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to City, or City's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to City, and all of City's property and materials in Contractor's possession or control belonging to City. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Warranties; Disclaimer.

Contractor represents and warrants that (a) it will perform the Services in a professional and workmanlike manner and (b) the Services do not, to Contractor's knowledge, infringe any third-party intellectual property right. Contractor further represents and warrants that the Services will conform in all material respects to the specifications attached hereto as **Exhibit A.**

5. Agreement Price, Payment Terms and Bonds

In exchange for those services described in the Agreement Documents, the City agrees to pay Contractor an amount not to exceed **Two Hundred Seventeen Thousand Two Hundred dollars (\$217,200.00)**, according to the terms and conditions of this Agreement for the purchase and installation of the Products. Payment for all Services shall be in accordance with the bid proposal costs as identified in Exhibits **A and B.**

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;

- b. The Contractor's Proposal, attached hereto as **Exhibit A**;
- c. The City of Hutto Request for Proposals RFB# 22-03, attached hereto as **Exhibit B**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit A** conflicts with provisions of this Agreement, the provisions of this Agreement, then the provisions of **Exhibit A** shall prevail. To the extent that **Exhibit B** conflicts with the provisions of this Agreement, the provisions of this Agreement shall prevail.

7. **Entire Agreement.**

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. **Counterparts.**

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. **INDEMNIFICATION.**

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING

SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. Venue.
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Williamson County, Texas.
11. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
12. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.
13. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

14. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

15. Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

16. Attorneys' Fees. If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: .

If to City, to: City of Hutto
Attn: City Manager
500 W. Live Oak St
Hutto, Texas 78634

18. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Representations.
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
20. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing “force majeure” events shall deliver written notice of the commencement of any such delay resulting from such “force majeure” event not later than seven (7) calendar days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a “force majeure” event causing such delay and the other party shall not otherwise be aware of such “force majeure” event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
21. Independent Contractor. The relationship between the City and the Contractor is that of independent contractor, and the City and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
22. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor’s execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
23. 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 Contractor a completed 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 Contractor 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, 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 Contractor with respect to the proper completion of the TEC Form 1295.

24. Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Contractor represents that neither Contractor 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.

25. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
26. 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 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 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 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. 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 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 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 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.

28. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any part shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2022.

CITY OF HUTTO, TEXAS

By: _____
Isaac Turner, Interim City Manager

Date: _____

ATTEST:

City Secretary

FORM 1295: 2022-873737

[Seal]

CONTRACTOR:

Signature _____
Name _____
Title _____
Date _____

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative for _____ and he executed said instrument for the purposes and consideration therein expressed on behalf of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public in and for the State of Texas

[Seal]

EXHIBIT A – CONTRACTOR’S PROPOSAL

EXHIBIT B – CITY OF HUTTO’S RFB# 22-03

Request for Bids

The City of Hutto, Texas, has authorized sealed bids to be received for:

Parks Maintenance Services

RFB 22-03



RELEASE DATE: March 6, 2022

RESPONSES DUE: March 25, 2022, 2:00 P.M. CDT

DEADLINE for QUESTIONS: March 18, 2023, 5:00 P.M. CDT

Return Responses to:

City of Hutto Procurement
500 W. Live Oak Street
Hutto, Texas 78634

Procurement@HuttoTX.gov



REQUEST FOR BIDS
GROUND MAINTENANCE SERVICES
CITY OF HUTTO, TEXAS
BID NUMBER-RFB 22-03

1. PURPOSE

The City of Hutto, hereinafter referred to as “City”, seeks bids to establish a multiple-year contract with a qualified person, firm, or contractor /contractors, hereinafter referred to as “Contractor”, to provide all necessary labor, tools, equipment, material, and supervision for grounds maintenance, on various City-owned Properties, hereinafter referred to as “Services”. City-owned Properties will be clearly identified within this Solicitation and herein referred to as “Parks”. Parks are described in Attachment A.

2. QUALIFICATIONS

All Respondents shall:

- A. Have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient grounds maintenance services to City.
- B. Identify any subcontractors to be used for City Properties. Experience, qualifications, and references of the subcontractors shall be submitted with solicitation documents. City reserves the right to approve or disapprove all subcontractors during the contract term.
- C. Possess ground maintenance services experience, including but not limited to tree maintenance and experience with manicured grass, shrubs, and planting beds.
- D. Submit with bid sufficient documentation to prove compliance with the requirements of this section. The bid shall be considered responsive only if these qualifications are complied with fully.
- E. Have been responsible for at least three grounds maintenance programs of similar scope and size within the last three years. The respondent must provide the property name, address, owner’s/manager’s name, phone number, and the number of years that the grounds maintenance services were provided. Properties similar in scope include but are not limited to, residential properties in the Hutto area. If the owner/manager is no longer at the reference provided, provide the name of someone who is familiar with the work that was performed. The City reserves the right to contact the referenced owner/manager.

- F. Provide with the bid the name and qualifications of the person who will be responsible for the general supervision of all work performed under this contract. This person shall serve as the major communication link with City Representative.

3.CONTRACT TERM

It is the City of Hutto intent to structure the contract as follows:

- A. The initial term of the resulting contract shall be 12 months from the effective award date with the successful contractor. The contract may be renewed for up to three additional 12-month periods, provided both parties agree in writing.
- B. The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4. GENERAL REQUIREMENTS

Ground maintenance services shall be inclusive of necessary equipment and labor to maintain grounds at the City Parks. Services shall include, but not be limited to mowing and edging all accessible areas; raking, sweeping and/or blowing off walks, drives, porches trails, paths, and curbs; removal of all fallen limbs and/or tree(s); and disposing of all debris, as needed within a specified time period(s) as described below. The City's goal is to maintain and establish a respectable appearance in our Parks.

5. SERVICE REQUIREMENTS

The Contractor shall:

- A. Provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications, and transportation to and from the work area, as well as any related items necessary to complete the work as required.
- B. Furnish all tools, hoses, hard hats, safety vests, rubber boots, gloves, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.
- C. Have an on-site Supervisor at the site at all times work is performed.
- D. Maintain a log of all site visits describing all ground maintenance activities (scheduled and supplementary) performed. A copy of the monthly maintenance record shall be available upon request and submitted with each request for payment.
- E. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any Properties or incidentals damaged shall be repaired or replaced by the Contractor to the satisfaction of the City. Any and all damage, including but not limited to irrigation systems and

water/wastewater cleanouts caused by the Contractor shall be reported to the City Representative immediately. Repairs shall be initiated as soon as possible. Expenses incurred for the repair shall be the Contractor's responsibility.

- F. Any damage discovered, but not the result of the Contractor's performance, shall be immediately brought to the attention of the City Representative.
- G. Not store any materials or equipment on City Parks without the express written permission of the City Representative.
- H. Work shall be performed on a schedule defined by a City Representative to the specifications defined herein.
- I. All work shall be performed in a professional workmanlike manner.
- J. Photos of the area mowed, before and after with a date stamp, shall be turned in when submitting payment. All supporting documentation specified herein shall be submitted with the invoice prior to City rendering payment.

6. CITY RESPONSIBILITY

City will:

- A. Appoint a City Representative.
- B. Provide written City work authorization.
- C. Provide written notice of any added and/or deleted Properties.
- D. Monitor and inspect the grounds maintenance at designated sites.
- E. Coordinate all work and scheduling with the Contractor.

7. EQUIPMENT

The City reserves the right to inspect the Contractor's equipment to determine the capacity of the equipment to satisfactorily perform the City grounds maintenance services. The City also reserves the right to randomly inspect all equipment at any time during the term of the contract or any extension period.

- A. Insufficient and/or inadequate equipment, as determined by the City, shall be cause for rejection of bid or cancellation of the contract.
- B. Recommended minimum equipment for a typical City grounds maintenance/Properties includes:
 - i. Two (2) out-front rotary mowers;
 - ii. Two (2) gas-powered blowers;
 - iii. Four (4) gas-powered string trimmers;
 - iv. Two (2) gas-powered Edger's; and,
 - v. One (1) trailer to transport mowers and equipment
- C. All areas adjacent to roads shall be mowed with an out-front type mower. Tractors, brush hogs, 580-D or similar type equipment will require pre-approval before

using on City Parks.

- D. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects. Contractor shall be held liable for any damage caused to motorist or pedestrian.
- E. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.
- F. Hinged, batwing, and brush hog drag mowers shall only be used with written approval from the City Representative.
- G. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be used on City Parks.
- H. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.

8. SCHEDULING

Upon issuance of a written City work authorization, Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all Parks assigned in the time allotted for each. Work started within a Park shall be completed in consecutive days per the schedule in the work authorization.

- A. This will be a year-round mowing schedule.
- B. Details for each City Park will be found in Attachment A.
- C. Cancellation of work authorization may be based upon need: Ozone Action Days, inclement weather conditions, or other mitigating circumstances to be determined by City Representative. This determination will be made by a City Representative and communicated to the Contractor in writing via e-mail or fax.

9. GROUNDS/TURFGRASS MAINTENANCE

Upon receipt of work authorization, the scheduled Parks shall be maintained as follows:

- A. Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under structures, poles, trees, signs, and fences. All structures, trees, poles, signs, fences, and shrub beds shall be trimmed flush with the object.
- B. Special care shall be given to trimming around trees, especially small trees, as not to inflict damage to the bark of the trees.
- C. Trimming shall be to a height of at least 1.5 inches, but no higher than 2.5 inches.
- D. All trimming shall be accomplished concurrently with mowing operations.
- E. Trimming shall include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways, and any other pavement surface within the Parks.
- F. Trimming shall leave no vegetation overhanging onto concrete; and shall result

in a six (6) inch bank around obstacles.

- G. Edging shall mean the vertical removal of any and all plant material that encroaches over or onto trails, paths, or sidewalks (both sides), curbs, steps, driveways, and pavements.
- H. Edging cut shall remove vegetation from pavement services and result in a visible separation of turf from the pavement.
- I. Sidewalks, curbs, and steps shall be mechanically edged to a one-inch depth and ¼ inch width where they exist exposing the pavement surface.
- J. The initial edging shall be completed by the end of the first cycle of ground maintenance.
- K. All edges shall be maintained through the duration of the contract.
- L. Edging and maintenance of edges shall use a vertical cut approach.

10. TREE TRIMMING

Trees shall be trimmed only up to a height of six feet in order to enhance subsequent machine mowing, and shrubs shall be trimmed only around the base, up to a height of eighteen inches, in such a manner as to not endanger the life of such plants.

11.MOWING

- A. Upon receipt of work authorization, all grass shall be cut at a height of no higher than 3 inches and no shorter than 1.5 inches.
- B. Property areas shall be completely mowed to the boundaries identified on Attachment A and be field verified by the City Representative at the initial commencement of Services within 24 hours of the start of mowing of City Parks.
- C. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below 1.5 inches height down to and including the soil.
- D. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- E. Contractor shall use extreme care when mowing against fences, property lines, and other obstacles. Damage sustained to adjacent property as a result of Services shall be the responsibility of the Contractor. Where there is a fence line, the Contractor shall mow and trim to the fence line. All ditches shall be maintained. Slopes and bottoms of ditches shall be trimmed or mowed to a height no higher than 3 inches and no shorter than 1.5 inches. If an area is maintained by an adjacent property owner, the Contractor shall not mow that area.
- F. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

12. REMOVAL OF GRASS CLIPPINGS

Removal of cut grass from the Parks where growth occurred shall not be required unless the grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the worksite.

13. TRASH, LITTER AND DEBRIS REMOVAL

Contractor shall perform trash, litter, and debris removal in all areas where work is performed. Responsibilities include any rubbish within the Parks such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags, and rocks, which is not intended to be present as part of the landscape. For this function, Parks shall include streets, sidewalks, curbs, catch basins, gutters, hillsides, and ditches. Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.

- A. Trash and Litter: Contractor shall remove all trash and litter from the Parks prior to initiating any mowing of the turf areas.
 - i. All trash and litter removed shall be disposed of by Contractor legally at an offsite location.
 - ii. No litter or debris shall be visible in the finished Parks area after services are performed.
 - iii. For items larger than 4", Contractor shall contact the City Representative to make City aware and coordinate removal.
- B. Clearing Large Debris: All undesirable large debris and litter shall be removed from the Parks by Contractor. The entire lot or parcel, including the adjacent public right of way, shall be free of rubbish, brush, trash, stagnant water, filth, carrion, such items as old stoves, refrigerators, furniture, and any and all unwholesome, objectionable, unsightly or unsanitary matter of whatsoever nature or kind, as to be in compliance with the requirements of the provision of **Article 2 of Chapter 10-5 of the City Code, as amended**, and with the provisions of **Chapter 342; Subchapter A, of the Texas Health and Safety Code**, and as directed by the City Representative. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for submission to City Representative for reimbursement. Applicable charges shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.
- C. Disposal: Contractor shall dispose of all debris resulting from general landscape and grounds maintenance operations in a manner acceptable to the City Representative and in accordance with all Federal, State, and local laws, rules, regulations, and guidelines. Contractor shall not dispose of any debris or trash resulting from landscape maintenance on any property or in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations, or where disposal is not allowed.

14. WATERING

Watering shall be conducted as requested by City Representative on an as-needed basis in accordance with the City of Hutto Watering Restrictions.

15. SPECIAL CASES

- A. Certain other work may be designated by the City Representative upon release to the Contractor as a "Special Case". This may include non-ordinary situations where special equipment such as pumps or hoisting equipment is needed, or where items are removed from Parks not for disposal but, at the direction of a court of law or other such entity, removed for salvage or for holding preliminary to storage or auction by City; or where the required worksite operations are sorting, stacking, carrying or rearing personal property items kept in the yard areas of occupied lots (lots with inhabitants); or as may be otherwise described by City. Applicable charges for any special equipment shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.
- B. When work has been designated by the City as a "Special Case", the Contractor may be required to complete it within as little as twenty-four (24) hours upon release of the work to the Contractor by the City Representative. The Contractor will be compensated by costs for added equipment needed to meet the City "Special Case" work requirements as approved by the City Representative in addition to the application of the usual and appropriate square footage, cubic yardage, or per tire rates. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs.

16. OTHER CASES

- A. In a situation where work has NOT been designated by the City Representative as a "Special Case", the City Representative will consider the compensation of the Contractor for special and unusual equipment costs upon review of related documentation for such as submitted to the City Representative by the Contractor. The Contractor must contact the City Representative or designee prior to renting a special piece of equipment for approval in advance for compensation of costs.

18. SUSTAINABILITY REQUIREMENTS

- A. Performance of work shall be in accordance with industry standards: Reference, Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- B. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings MUST remain on the lawn.
- C. Mowers with mulching decks are required to mulch grass clippings (to be left on grass) and to help avoid discharging projectiles during operation.
- D. The Contractor will establish and demonstrate landscaping and maintenance practices that limit the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other practices that

negatively affect the wildlife or environment of the areas referenced in this solicitation.

- E. Using the attached form (see Exhibit E to this Solicitation, Equipment List), the Contractor shall provide a complete list of all the equipment to be used onsite at City Properties during the performance of the contract. This list should clearly demonstrate the Contractor's capacity and capability to perform the scope of work indicated in the Solicitation.

19. PEST CONTROL AND HERBICIDE USE

Unless notified in writing by the Representative there will be no Pest Control or Herbicide Required. If Pest Control or Herbicide is requested, the Contractor must comply with the City's Integrated Pest Management (IPM) Program. The Contractor shall abide by the City's Integrated Pest Management (IPM) Program when using any chemicals, including fertilizer, herbicide, or other chemicals and shall obtain written approval from the Representative prior to any application. Application of chemicals shall be made only by employees licensed by the Texas Structural Pest Control Service or the Texas Department of Agriculture. The Contractor shall provide a copy of the Chemical Application License within five (5) calendar days if Pest Management is requested. Unless otherwise notified by the City Representative in writing the IPM Program will not be considered as part of the work scope of this solicitation. Any and all chemical or pesticide applications shall be made under the direct supervision and control of a Certified Applicator License holder issued by the Texas Department of Agriculture or Texas Structural Pest Control Service.

20. CITY REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to all inspections, re-inspections, and work authorizations as follows:

Jeff White, Parks Superintendent

500 West Live Oak, Hutto TX 78634

512-759-5967

jeffrey.white@huttotx.gov

21. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all deliverables described in the solicitation and in the contractor's offer in strict accordance with the terms, covenants, and conditions of the contract and all applicable federal, state, and local laws, rules and regulations.

22. EFFECTIVE DATE/TERM. Unless otherwise specified in the solicitation, this contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the contract.

23. RIGHT OF INSPECTION AND REJECTION. The City expressly reserves all rights under the law, including, but not limited to the Uniform Commercial Code. If the City has the right to inspect the contractor's, or the contractor's subcontractor's, facilities, or the deliverables at the contractor's, or the contractor's subcontractor's, premises, the contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

24. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender must fully comply with all provisions of the contract as to the time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach.

25. PLACE AND CONDITION OF WORK. City shall provide the contractor access to the sites where the contractor is to perform the services as required in order for the contractor to perform the services in a timely and efficient manner. The contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the worksites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect the performance of the contractor's obligation under the contract. The contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or services conditions differ from expected conditions.

26. WORKFORCE.

- A. The contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the contract.
- B. The contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or City representative notifies the contractor that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the contractor shall immediately remove such worker from contract services, and may not employ such worker again on contract services without the City prior written consent.

27. REQUESTS FOR PAYMENT.

- A. Proper requests for payment must include a non-duplicated invoice number, the purchase order or purchase release number and the supply Contract number if applicable, the City name, and the name of the City Representative. Requests for payment shall be itemized
- B. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

- C. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

28. PAYMENT.

- A. All requests for payment received by the City will be paid within 30 calendar days of the City receipt of the Deliverables or of the request for payment, whichever is later.
- B. If payment is not timely made (per paragraph A), interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the request for payment matches the shipment or delivery.
- D. City may withhold or set off the entire payment or part of any payment otherwise due to the Contractor to such extent as may be necessary on account of:
 - i. Delivery of non-conforming Deliverables by the Contractor;
 - ii. Third-party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. Failure of the Contractor to pay Subcontractors, or for labor, materials, or equipment;
 - iv. Damage to the property of City or the City agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. Reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. Failure of the Contractor to submit proper requests for payment with all required attachments and supporting documentation; or
 - vii. Failure of the Contractor to comply with any material provision of the Contract Documents.
- E. City payment obligations are payable only and solely from funds appropriated and available for the purpose of this purchase. The absence of

Appropriated or other lawfully available funds shall render the contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

29. FINAL CLOSE-OUT.

- A.** The making and acceptance of final payment will constitute:
 - a.** A waiver of all claims by City against the Contractor, except claims
 - i.** Which have been previously asserted in writing and not yet settled,
 - ii.** Arising from defective work appearing after final inspection,
 - iii.** Arising from the failure of the Contractor to comply with the Contract or the terms of any warranty specified herein,
 - iv.** Arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or
 - v.** Arising under the City's right to audit; and
 - b.** A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

30. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

31. RIGHT TO AUDIT.

- A.** The Contractor agrees that authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund the City any overpayments disclosed by any such audit.
- B.** The Contractor shall include Section A. above in all subcontractor Contracts entered into in connection with this Contract.

32. SUBCONTRACTORS.

- A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract and shall contain provisions that:
 - i. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract;
 - ii. Prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance, and amount acceptable to the City;
 - iii. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- B. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any money due to any such Subcontractor except as may otherwise be required by law.
- C. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

33. WARRANTY-PRICE

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with

any other firm or with any competitor.

- C. In addition to any other remedy available, The City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

33. WARRANTY - SERVICES. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State, and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with the above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, The City may reduce the number of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such an event, the Contractor shall pay to the City upon demand.

34. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES. If instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, The City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses, and damages attributable to the City evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

35. RIGHT TO ASSURANCE. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the

other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

36. STOP WORK NOTICE. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

37. DEFAULT. The Contractor shall be in default under the Contract if the Contractor:

- A. Fails to fully, timely, and faithfully perform any of its material obligations under the Contract,
- B. Fails to provide adequate assurance of performance under paragraph 25,
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, or
- D. Makes a material misrepresentation in the contractor's offer, or in any report or deliverable required to be submitted by the contractor to the City.

38. TERMINATION FOR CAUSE. In the event of a default by the contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses, and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

39. TERMINATION WITHOUT CAUSE. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the contractor shall promptly cease all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in

accordance with the terms hereof.

40. FRAUD. Fraudulent statements by the contractor on any offer or in any report or deliverable required to be submitted by the contractor to the City shall be grounds for the termination of the contract for cause by the City and may result in legal action.

41. DELAYS. The City may delay scheduled delivery or other due dates by written notice to the contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the contract, the City and the contractor shall negotiate an equitable adjustment for costs incurred by the contractor in the contract price and execute an amendment to the contract. The contractor must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the dispute resolution process specified in paragraph 54. However, nothing in this provision shall excuse the contractor from delaying the delivery as notified.

42. HOLD HARMLESS AND INDEMNITY.

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- ### **B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF the City), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR**

THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD-PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

43. INSURANCE. The following insurance requirement applies (Applicable to Contracts for services that are performed at City facilities or at sites designated by the City and for supplies that are delivered to City facilities by the Contractor personnel)

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.
- ii. The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.
- iii. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractor's insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+ or better. The City will accept workers compensation coverage written by the Texas Workers Compensation Insurance Fund.
- vi. All endorsements naming the City and the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn: Procurement

City of Hutto
500 W. Live Oak Street
Hutto, Texas 78634

- vii. The “other” insurance clause shall not apply to the City or where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City, and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by THE CITY based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xiii. The Contractor shall provide the City thirty (30) dayswritten notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiv. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.

xv. Actual losses not covered by insurance as required by this section shall be paid by Contractor.

B. Specific Requirements. (Applicable to Contracts for Services that are performed at City facilities or at sites designated by the City and for deliverables that are delivered to City facilities by Contractor personnel).

i. Worker's Compensation and Employers' Liability Insurance Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The minimum policy limits for Employer's Liability are: \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(a) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City:

i. Waiver of Subrogation, Form WC 420304, or equivalent coverage
ii. Thirty (30) days' Notice of Cancellation, Form WC 420601, or equivalent coverage
ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

iii. The policy shall contain the following provisions:

(a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

(b) Independent Contractors Coverage.

(c) Products/Completed Operations Liability for the duration of the warranty period.

(d) If the project involves digging or drilling, provisions must be included that provide Explosion, Collapse, and Underground Coverage (X, C, U).

iv. The policy shall also include these endorsements in favor of the City:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

(b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

(c) The City listed as an additional insured, Endorsement CG 2010, or equivalent coverage iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. (l) The policy shall include these endorsements in favor of the City:

44. CLAIMS. If any claim, demand, suit, or other action is asserted against the contractor which arises under or concerns the contract, or which could have a material adverse effect on the contractor's ability to perform thereunder, the contractor shall give written notice thereof to the City within ten days after receipt of notice by the contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimants(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City.

45. DISCLOSURES. If at any time Contractor shall become aware of the existence or occurrence of any financial or economic conditions or natural disasters which might have a material adverse effect, Contractor shall promptly notify the City of the existence or occurrence thereof, unless the City has actual notice thereof, and of Contractor's opinion as to what effect such may have on the property or Contractor. Contractor shall also give prompt notice to the City, unless the City has actual notice thereof, of

- A. the serious illness or death of any principal or key employee of Contractor,
- B. any litigation or dispute, threatened or pending against or affecting Contractor or the property which could have a material adverse effect,
- C. any event of default,
- D. any default by Contractor or any acceleration of any indebtedness owed by Contractor under any contract to which Contractor is a party, and
- E. any change in the character of Contractor's business as it existed on the date hereof which could have a material adverse effect.

46. NOTICES Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractors' Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be sent to 500 West Live Oak Street, Hutto Texas 78634 and marked to the attention of the Procurement department.

47. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL. All material submitted by the Contractor to THE CITY shall become property of THE CITY upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

48. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS. The Contractor represents and warrants to THE CITY that:

- A. the Contractor shall provide THE CITY good and indefeasible title to the Deliverables and
- B. the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold THE CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from:
 - i. any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or
 - ii. the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, THE CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that THE CITY's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and THE CITY makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

49. CONFIDENTIALITY. In order to provide the deliverables to the City, Contractor may require access to certain of the City and/or its licensors confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) collectively, "Confidential information". Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential

Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least

50. PUBLICATIONS. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

51. ADVERTISING. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

52. NO CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

53. GRATUITIES. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Hutto with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, The City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in 53.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision- making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

54. INDEPENDENT CONTRACTOR. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

55. DEBARRED CONTRACTORS. In procuring any goods or services related to the Contract, Contractor shall not enter into a contract or remit payment to any contractor that is listed on the Federal Excluded Parties List. Contractor shall screen all contractors and subcontractors by checking the above list which is found at the following web address: <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

56. ASSIGNMENT-DELEGATION. The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

57. NO WAIVER; REMEDIES CUMULATIVE. No exercise, partial exercise, failure, forbearance or delay on the part of the owner in exercising any power or right hereunder, or under the Contract Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein, or in the Contract Documents, is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, may be sought by the enforcing party.

58. MODIFICATIONS. The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any the Contractor request for payment, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

59. INTERPRETATION. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their Contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

60. FORCE MAJEURE. The parties hereto will be excused from performance of any of their respective obligations hereunder during the existence of any event beyond their

respective control (not due to their own fault or actions inconsistent with good faith operations hereunder) which shall include, without limitation, actions of governmental authorities, other than the City; acts of God; strikes or other labor troubles beyond the reasonable anticipation and control of the parties; temporary interruption caused by explosion, fire, vandalism, malicious mischief and other unavoidable interruptions; weather; natural catastrophes and other unavoidable circumstances.

61. ALTERNATIVE DISPUTE RESOLUTION. The City and Contractor shall submit in good faith to mediation before filing a suit for damages under this Contract.

62. GOVERNING LAW. The Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas. Although drafted by the owner, the Contract documents shall be fairly construed, neither more strongly for nor against any party.

63. PERFORMANCE; VENUE. This Contract shall be performed in Williamson County, Texas. Venue shall be in Williamson County, Texas.

64. SEVERABILITY. In the event that any provisions of this Contract or any other contract documents executed at closing or the application thereof to any person or circumstances shall be declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of such provisions and Contracts shall nevertheless remain in full force and effect and to this end the provisions of all covenants, conditions and Contracts described herein are deemed severable for this purpose. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

65. HOLIDAYS. The following holidays are observed by the City:

Holiday Date Observed

New Year's Day January 1

Martin Luther King, Jr.'s Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth June 19

Independence Day July 4

Labor Day First Monday in September

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Friday after Thanksgiving Friday after Thanksgiving

Christmas Eve December 24

Christmas Day December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

66. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract

67. PROPOSAL PRICE SHEET: Please refer to Attachment B. The duly signed proposal price must BE submitted with the other documents for a proposal to be deemed responsive.

68. CITY'S PREROGATIVE:

- A. The City reserves the right to award this bid in its entirety or by group. The award will be made at a regularly scheduled meeting of the City of Hutto Council if bid amount is \$50,000 or more.
- B. Specifications, bid proposal forms and instructions to bidders are attached hereto. The City is not responsible for any vendor's costs associated in the preparation of the bid. Also, should vendor bid an alternate; any test costs to prove equality of product will be at the expense of the vendor, not the City of Hutto
- C. Any proposal received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.
- D. The City of Hutto reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City of Hutto.

69. EVALUATION FACTORS AND AWARD

- A. **Evaluation:** Proposers may furnish pricing for all or any portion of the RFP (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.
- B. **Award:** The City of Hutto shall award the bid to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. When determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1.	Bid Price	50%
2.	Reputation of the bidder/References	25%
3.	Equipment	15%
4.	Bidder's past relationship with the municipality	10%

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

70. SUBMITTAL OF PROPOSAL:

EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET, WITH EACH PAGE INITIALED, TO ESTABLISH ACKNOWLEDGEMENT OF THE SPECIFICATIONS. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON- RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the proposal number, bid due date and proposal name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSAL WILL NOT BE ACCEPTED!**

Submit Proposals to reach the address below on or before 2:00 p.m. (CST) on March 25, 2022:

Procurement
City of Hutto
500 W. Live Oak Street,
Hutto, Texas 78634

68. PRE-PROPOSAL MEETING ANNOUNCEMENT:

Pre-proposal submittal meeting will be held on Thursday, **March 03, 2022 at 10:00 a.m. (CST)** in the City Hall council chambers located at 500 W. Live Oak Street, Hutto, TX 78634. Prospective responders are encouraged to attend this meeting.

**City of Hutto, Texas
RFB 22-03
Parks Mowing**

**Exhibit A
Respondent Certification**

Proposals will be accepted in the City of Hutto, at 500 W. Live Oak Street Hutto, TX 78634, until 2:00 pm on March 25, 2022. Proposals may not be withdrawn for a period of 90 days after opened, unless otherwise stipulated by the respondent in the space provided under "Prices Held Firm."

Rejection of Proposals- The City reserves the right to reject any or all proposals or parts of proposals.

Tax Exemption- The City is a tax-exempt governmental entity.

Respondent's Certification- I, the undersigned, certify that this RFB is made without previous understanding, agreement, or connection with any person, firm, or corporation making an offer for the same materials, and is in all respects fair and without collusion or fraud. I further certify that I am legally empowered to bind the corporation, partnership, or individual owner.

Prices Held Firm- The RFB offer, as indicated on the RFB form, will be good for at least ninety (90) days after opened, unless an extension is requested by the City and approved by the Respondent. The contract pricing will be firm for the duration of the contract.

Signature	_____
Typed Name	_____
Title	_____
Date	_____
Company Name	_____
Mailing Address	_____
City, State, Zip	_____
Telephone	_____
Fax Number	_____
Email Address	_____

**City of Hutto, Texas
RFB 22-03
Parks Mowing**

**Exhibit B
Client Information**

The Proposer shall furnish, with the Proposal, the following information for at least **3** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation. **Failure to provide requested references may be grounds for disqualification of your Proposal for consideration.**

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____
Email Address _____

**RFB 22-03
Parks Mowing**

**Exhibit C
Exceptions**

Please list any exceptions to the specifications. Attach additional pages if necessary.

City of Hutto, Texas
RFB 22-03
Grounds Maintenance and Right of Way Mowing
Exhibit D
Insurance Certification

*Please provide a certificate of insurance for property, bodily injury, and workers' compensation to demonstrate compliance with insurance requirements specified in **Section 43**.*

**City of Hutto, Texas
RFB 22-03
Grounds Maintenance and Right of Way Mowing**

**Exhibit E
List of Machinery and Equipment**

It is required that a Contractor be able to perform landscape maintenance services as specified in this document. It is represented as part of this proposal that all of the equipment listed below is available to use on the work covered by the General Conditions.

As part of the proposal evaluation, a team from Parks & Recreation and Public Works will review the availability and capability of the equipment of the Contractor submitting the winning proposal.

UNITS	TYPE OF EQUIPMENT

_____ (Signature)

_____ (Date)

City of Hutto, Texas
RFB 22-03
Parks

Attachment A
Project Specifications

Bid Item #1
Carmel Creek Trail

Size: Approximately 27 acres

Access #1: Dead end of Knowles Blvd, Hutto, Texas (subject to change)

Access #2: 308 Barley Fork Lane, Hutto, Texas

Restrictions: This property will require two different access points.

“Cuts” refers to mowing, edging, trimming, removal of clippings, and debris. Specifications are outlined in Section 9-13.

Bi-weekly cuts from March 1 through October 28 (18 cuts).

Monthly cuts from November 1 through February 28 (4 cuts).



Bid Item #2 Hutto Lake Park

Size: Approximately 42 acres

Access: 805 Estate Drive. Hutto, Texas

Restrictions: Slope portion along dam can be mowed monthly (use extreme caution).
Any wildflower areas will only be mowed bi-annually.

“Cuts” refers to mowing, edging, trimming, removal of clippings, and debris. Specifications are outlined in Section 9-13.

Bi-weekly cuts from March 1 through October 28 (18 cuts).

Monthly cuts from November 1 through February 28 (4 cuts).



Add Alternate #1
Adam Orgain Park

Size: Approximately 48 acres

Access: 1001 CR 137, Hutto, Texas

Restrictions: Do not include the fenced in amphitheater in the bid.

“Cuts” refers to mowing, edging, trimming, removal of clippings, and debris. Specifications are outlined in Section 9-13.

Bi-weekly cuts from March 1 through October 28 (18 cuts).
Monthly cuts from November 1 through February 28 (4 cuts).



Add Alternate #2
Glenwood Park

Size: Approximately .61 acres

Access: 101 Fishbaugh, Hutto TX 78634

Restrictions: Property is adjoining with the Glenwood HOA.

“Cuts” refers to mowing, edging, trimming, removal of clippings, and debris. Specifications are outlined in Section 9-13.

Bi-weekly cuts from March 1 through October 28 (18 cuts).
Monthly cuts from November 1 through February 28 (4 cuts).



Add Alternate #3
Hutto Community Park

Size: Approximately 1.4 acres

Access: 514 S. Pauley, Hutto, Texas

Restrictions: Curb side parking only

“Cuts” refers to mowing, edging, trimming, removal of clippings, and debris. Specifications are outlined in Section 9-13.

Bi-weekly cuts from March 1 through October 28 (18 cuts).
Monthly cuts from November 1 through February 28 (4 cuts).



Add Alternate #4
Fritz Park

Size: Approximately 23 acres

Access: 100 Park, Hutto, Texas

Restrictions: Do not include athletic fields in your bid.

“Cuts” refers to mowing, edging, trimming, removal of clippings, and debris. Specifications are outlined in Section 9-13.

Bi-weekly cuts from March 1 through October 28 (18 cuts).

Monthly cuts from November 1 through February 28 (4 cuts).



Add Alternate #5 Creekside Park

Size: Approximately 48 acres

Access #1: 305 Orchard Way, Hutto, Texas

Access #2: 124 Meadowside, Hutto, Texas

Access #3: 518 Windy Reed, Hutto, Texas (subject to change)

Restrictions: None.

“Cuts” refers to mowing, edging, trimming, removal of clippings, and debris. Specifications are outlined in Section 9-13.

Bi-weekly cuts from March 1 through October 28 (18 cuts).

Monthly cuts from November 1 through February 28 (4 cuts).



**City of Hutto, Texas
RFB 22-03
Parks**

**Attachment B
Bid Form**

Bids must include all labor, materials, and related expenses and costs. **Please provide a final bid for an entire year for each item listed below.**

COMPANY INFORMATION

Company Name: _____

Mailing Address: _____

Point of Contact: _____

Email and Phone: _____

FINAL ANNUAL BIDS

Bid #1: _____

Bid #2: _____

Add Alternate #1 _____

Add Alternate #2 _____

Add Alternate #3 _____

Add Alternate #4 _____

Add Alternate #5 _____

AGENDA ITEM REPORT

9.5.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-013 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. (Second Reading) (Angie Rios)
Meeting: Thursday, April 21, 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:

STAFF REVIEW:

FINANCIAL IMPACT:

The FY 2022 budget includes a new public works engineer and a capital projects engineer. The city has attempted to fill these new positions along with the city engineer position that has been vacant since October 1st but has been unsuccessful. The assistant city engineer position was vacated in February, leaving the city with four vacant engineering positions. In order to keep up with the rapid growth the city is experiencing, it is necessary to contract engineering services for plan reviews, service assessments and other projects. The proposed budget amendments request an increase to the budget along with transferring the budgeted engineering salaries to a professional services account to cover the outsourcing of engineering tasks.

There is a budget amendment request to transfer a portion of the salary savings from the Field Services Manager position to cover the additional salary needed to backfill the construction inspector position. This budget amendment does not change the total General Fund budget.

There is also a budget amendment request to add funds to the park & rec budget for the city to resume holding a summer camp. There is a corresponding amendment to the recreation revenue that will cover the requested expenditures.

AGENDA ITEM REPORT

9.5.



POLICY IMPLICATIONS:

ATTACHMENTS:

1. Budget Amendments 4-7-21
2. Budget amendment ordinance 4-7-22

EXHIBIT A
Budget Amendments
4/7/2021

General Services - Operating Fund (Fund 10)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Engineering (New Department)			
Professional Services	-	1,000,000	1,000,000
Planning & Development			
Salaries 10-030-021-6001	858,553	(175,000)	683,553
Fica/Medicare 10-030-021-6051	69,403	(13,500)	55,903
TMRS 10-030-021-6053	107,325	(21,000)	86,325
Health/Life Insurance 10-030-021-6061	94,162	(11,000)	83,162
Professional Services 10-030-021	860,000	(130,000)	730,000
Streets & Drainage			
Salaries 10-040-060-6001	858,553	(61,800)	796,753
Fica/Medicare 10-040-060-6051	69,403	(4,700)	64,703
TMRS 10-040-060-6053	107,325	(7,300)	100,025
Health/Life Insurance 10-040-060-6061	94,162	(4,500)	89,662
To reclass engineering salaries budget for unfilled positions to professional engineering services budget			
Construction Inspection			
Salaries 10-040-059-6001	117,168	7,000	124,168
Fica/Medicare 10-040-059-6051	9,339	600	9,939
TMRS 10-040-059-6053	14,442	850	15,292
Health/Life Insurance 10-040-059-6061	15,741	1,500	17,241
Parks & Recreation			
Salaries 10-090-040-6001	64,460	(7,000)	57,460
Fica/Medicare 10-090-040-6051	5,136	(600)	4,536
TMRS 10-090-040-6053	7,626	(850)	6,776
Health/Life Insurance 10-090-040-6061	9,500	(1,500)	8,000
To reclass a portion of the Field Services Mgr salary to cover increase in construction inspector salary			
Parks & Recreation			
Parks Recreation Program Fees 10-5402	5,000	105,000	110,000
Seasonal Labor 10-090-040-6003	-	71,640	71,640
FICA/Medicare 10-090-040-6051	5,136	5,480	10,616
Recreation Programs 10-090-040-6241	-	25,000	25,000
To increase the budget for summer camp program costs and revenue			

EXHIBIT A
Budget Amendments
4/7/2021

Utility Fund (50)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Administration			
Salaries 50-040-001-6001	389,614	(185,424)	204,190
Fica/Medicare 50-040-001-6051	31,365	(14,200)	17,165
TMRS 50-040-001-6053	48,503	(22,000)	26,503
Health/Life Insurance 50-040-001-6061	34,410	(13,500)	20,910
Public Works & Engineering			
Engineering Services 50-040-058-6404	195,000	500,000	695,000
Professional Services 50-040-058-6405	145,000	100,000	245,000
To reclass engineering salaries budget for unfilled positions to professional engineering services budget			

Utility Impact Fee Fund (52)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Professional Services - Water	250,000	21,000	271,000
Professional Services - Wastewater	400,000	21,000	421,000
To increase the budget for review of the water and wastewater impact fee plan			

Utility Capital Improvement Fund (55)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
Lakeside Liftstation Abandonment 55-040-195-6621	-	91,000	91,000
Hwy 79 Distribution Line 55-040-191-6621	5,805,192	250,000	6,055,192
Glenwood Interceptor 55-040-182-6621	-	190,000	190,000
Transmission & Distribution Pumping 55-040-176-662	-	1,025,000	1,025,000
To increase the budget for engineering services on existing projects			

ORDINANCE NO. 0-2022-

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 2021; 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 7th day of **April 2022**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Walton, Interim City Secretary

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2022-014 amending the boundaries of its extraterritorial jurisdiction by releasing approximately 119.195 acres of extraterritorial jurisdiction to and accepting 118.656 acres of extraterritorial jurisdiction from the City of Pflugerville (First Reading) (Ashley Lumpkin)
Meeting: Thursday, April 21, 2022
Department: Development Services /
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

Lakeside Municipal Utility District No. 9 was created in a consent agreement in May 2021. The ETJ exchange with Pflugerville was contemplated at the time of creation to create a district in one ETJ jurisdiction. The developer has also been working diligently with the two school districts to ensure the development is not a split between two districts.

SUMMARY OF REQUEST:

This request to amend the extraterritorial jurisdiction boundaries will be two-fold - the first step is Hutto's City Council taking action and then City of Pflugerville City Council will take action at a subsequent meeting. The result, if approved, is Hutto accepting approximately 118.656 acres, which includes approximately 10.17 acres of the abutting County Road 198 shown in Exhibit A and releasing a total of approximately 119.195 acres, which includes approximately 4.329 acres of the abutting western and southern portions of Melber Lane of extraterritorial jurisdiction shown in Exhibit B.

STAFF REVIEW:

FINANCIAL IMPACT:

None anticipated with this application.

POLICY IMPLICATIONS:

None anticipated with this application.

ATTACHMENTS:

1. 20220413-Hutto-ORD-ETJ Exchange Pflugerville-v.F
2. Exhibit B-2 ETJ Swap Tracts reduced

AGENDA ITEM REPORT

10.1.



3. Saul Property ETJ Swap Consent

ORDINANCE NO. _____

**ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING
THE BOUNDARIES OF ITS EXTRATERRITORIAL
JURISDICTION BY RELEASING APPROXIMATELY 119.195
ACRES OF EXTRATERRITORIAL JURISDICTION AND
ACCEPTING 118.656 ACRES OF EXTRATERRITORIAL
JURISDICTION; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, it is in the interests of sound planning and regional cooperation that the City of Pflugerville and the City of Hutto coordinate amendments to the extraterritorial jurisdiction (ETJ) boundaries between the two municipalities; and

WHEREAS, Section 42.023 of the Local Government Code authorizes cities to adjust their boundaries; and

WHEREAS, Section 43.003(c) of the Local Government Code authorizes a home-rule municipality to exchange area with other municipalities; and

WHEREAS, the City of Hutto adopted Resolution No. R-2021-069 approving the creation of Lakeside Municipal Utility District No. 9 on May 6, 2021, which contemplated inclusion of approximately 456.753 acres of land in Lakeside MUD No. 9; and

WHEREAS, the City of Pflugerville adopted Resolution No. 1699-19-05-28-0622 approving the Amended and Restated Comprehensive Development Agreement (Lakeside MUD No. 5) on May 28, 2019, which contemplated an exclusion of a 109.021-acre tract of land to be included within Lakeside MUD No. 9; and

WHEREAS, pursuant to the Amended and Restated Comprehensive Development Agreement (Lakeside MUD No. 5), which authorized the City Manager to consider any exclusions of land from the district, on July 23, 2020, the City Manager authorized the exclusion of a 109.021-acre tract of land and the inclusion of 107.743 acres of the excluded land within the boundaries of a new district proposed to be created and named Lakeside MUD No. 9; and

WHEREAS, at the request of the property owners, the City of Hutto and City of Pflugerville have proposed a mutual release and acceptance of extraterritorial jurisdiction (ETJ); and

WHEREAS, the City of Hutto now finds it appropriate to amend its extraterritorial jurisdiction boundaries and accept approximately 118.656 acres which includes approximately 10.17 acres of the abutting County Road 198 described and depicted in **Exhibit A** and release a total of approximately 119.195 acres which includes approximately 4.329 acres of the abutting

western and southern portions of Melber Lane of extraterritorial jurisdiction further described and depicted in **Exhibit B**.

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: The City of Hutto hereby agrees to amend the boundaries of its extraterritorial jurisdiction and hereby accepts a total of approximately 118.656 acres which includes approximately 10.17 acres of the abutting County Road 198 depicted in **Exhibit A**, and hereby releases a total of approximately 119.195 acres which includes approximately 4.329 acres of the abutting western and southern portions of Melber Lane of extraterritorial jurisdiction, depicted in **Exhibit B**.

The release of the extraterritorial jurisdiction will be considered effective as of the date approved below. The acceptance of extraterritorial jurisdiction still within the extraterritorial jurisdiction of another municipality will be effective the same date as the date of release from the other municipality.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without

further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**

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

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

EXHIBIT A
City of Pflugerville ETJ Release to Hutto

Total of approximately 118.656 acres of land which includes approximately 10.17 acres of the abutting County Road 198 right-of-way. County Road 198 shall be situated within Hutto's ETJ, starting at and incorporating the intersection of County Road 139 and terminating at the southern extent of the intersection of County Road 198 and Melber Lane. With the exception of the right-of-way, the southern boundary of the ETJ release is the boundary between Travis and Williamson Counties. (Includes Williamson County Parcels: R544585, R590510, R590511, R020396, R502986.)



EXHIBIT B
City of Hutto ETJ Release to Pflugerville

Total of approximately 119.195 acres, which includes a 114.866-acre tract of land situated in the John Duval Survey, Abstract No. 194, in Williamson County, Texas and Abstract No. 235, in Travis County, Texas, and the J.W. Copes Survey, Abstract No. 137, in Williamson County, Texas, and Abstract No. 137, in Travis County, Texas (Travis County Parcel ID# 281983), and approximately 4.329 acres of the abutting western and southern portions of Melber Lane. (The abutting Melber Lane along the northside of the 114.866-acre tract of land shall remain situated within Hutto's ETJ.)



**CONSENT TO EXTRATERRITORIAL JURISDICTION EXCHANGE
BETWEEN THE CITY OF PFLUGERVILLE AND THE CITY OF HUTTO**

Paul Saul, Fredda Jo Turner, Sonya Saul, and John Russell Saul, Jr. and Karen Irene Saul, Co-Trustees of the John Russell Saul, Jr. and Karen Irene Saul Revocable Living Trust dated June 19, 2008, are the owners of the property (the "Owners") described on Exhibit A, attached hereto (the "Property"). The Property is located in the extraterritorial jurisdiction of the City of Hutto. The Owners hereby consent to the release of the Property from the extraterritorial jurisdiction of the City of Hutto. The Owners additionally consent to the inclusion of the Property in the extraterritorial jurisdiction of the City of Pflugerville.

Owners:



Paul Saul

STATE OF TEXAS

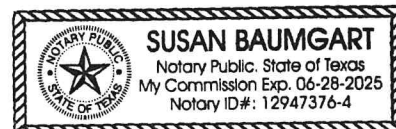
COUNTY OF Colorado

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§

This instrument was acknowledged before me on February 3, 2022, by Paul Saul.



Notary Public, State of Texas



Fredda Jo Turner
Fredda Jo Turner

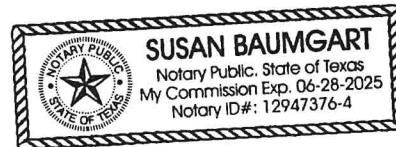
STATE OF TEXAS

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COUNTY OF Colorado

This instrument was acknowledged before me on February 3rd, 2022, by
Fredda Jo Turner.

Susan Baumgart
Notary Public, State of Texas

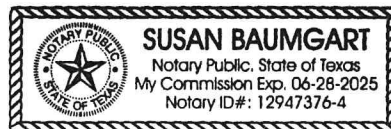


Sonya Saul
Sonya Saul

STATE OF TEXAS §
 §
COUNTY OF Colorado §

This instrument was acknowledged before me on Feb 3rd, 2022, by
Sonya Saul.

Susan Baumgart
Notary Public, State of Texas





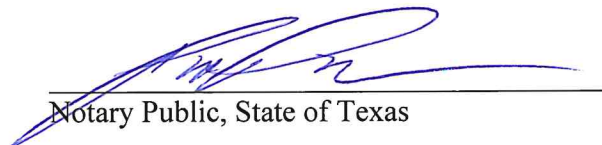
John Russell Saul, Jr., Co-Trustee of the John Russell Saul Jr. and Karen Irene Saul Revocable Living Trust dated June 19, 2008

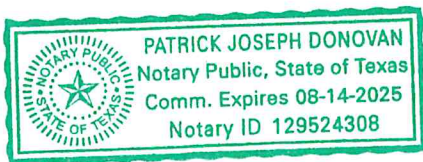
STATE OF TEXAS

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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on January 28th, 2022, by John Russell Saul, Jr., Co-Trustee of the John Russell Saul, Jr. and Karen Irene Saul Revocable Living Trust, dated June 19, 2008.


Notary Public, State of Texas



Karen Irene Saul

Karen Irene Saul, Co-Trustee of the John Russell Saul, Jr. and Karen Irene Saul Revocable Living Trust, dated June 19, 2008

STATE OF TEXAS

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COUNTY OF multnomah

This instrument was acknowledged before me on January 28th, 2022, by Karen Irene Saul, Co-Trustee of the John Russell Saul, Jr. and Karen Irene Saul Revocable Living Trust, dated June 19, 2008.

[Signature]
Notary Public, State of Texas

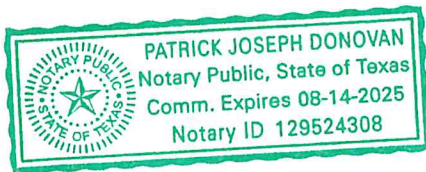


Exhibit A

Legal Description

Being 114.866 acres, about 113.406 acres lying in Travis County, and about 1.46 acres lying in Williamson County, Texas. This tract contains about 58.529 acres of the J.W. Copes Survey, Abstract No. 137, in Williamson County, Texas, and Abstract No. 167, in Travis County, Texas, and about 56.337 acres of the John Duval Survey, Abstract No. 194, in Williamson County, Texas. This tract is part of the tract called 313.27 acres as described in deeds to John R. Saul, et al., recorded in Volume 959, Page 607, and in Volume 2324, Page 878, Official Records of Williamson County, Texas. Surveyed on the ground in October of 1995, by Wm. F. Forest, Jr., Registered Professional Land Surveyor No. 1847.

Beginning at the Southeast fence corner of the said 313.27 acre tract.

Thence along the fenced South line of the 313.27 acre tract, North 80 degrees, 16 minutes, 40 seconds, West 684.59 feet to an iron pin set;

North 79 degrees, 25 minutes, 20 seconds West 474.69 feet to an iron pin set West of a 14 inch twin Hackberry; and

North 80 degrees, 35 minutes, 25 seconds West 166.43 feet to an iron pin set.

Thence along the fenced North line of Melber Lane, setting iron pins as follows:

North 81 degrees, 14 minutes, 15 seconds West 177.55 feet;

North 80 degrees, 15 minutes, 40 seconds West 1051.55 feet; and

North 30 degrees, 15 minutes, 15 seconds West 61.09 feet.

Thence along the fenced East line of Melber Lane, North 09 degrees, 56 minutes, 55 seconds East 1880.60 feet to set an iron pin; and North 55 degrees, 52 minutes, 40 seconds, East 14.31 feet to set an iron pin.

Thence along the general line of a fence existing on the South side of Melber Lane, South 79 degrees, 53 minutes, 05 seconds East 1237.76 feet to an iron pin set 2 feet North of the fence, and South 79 degrees, 19 minutes, 35 seconds East 1356.39 feet to an iron pin set in the South line of Melber Lane, here 64.19 feet wide between fences.

Thence along the fenced East line of the 313.27 acre tract, South 10 degrees, 13 minutes, 25 seconds West 1909.90 feet to the Point of Beginning.

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Ordinance No.2022-015 amending Article 14.03, Noise, of the Code of Ordinances to establish regulations for permits for concrete installation during non-construction hours. (First Reading) (Stacy Schmitt)
Meeting: Thursday, April 21, 2022
Department: Legal /
Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

As a result of complaints from neighborhoods near construction work areas, specifically related to noise from concrete pours, staff has reviewed the ordinance and is making recommendations to address concerns. Additional changes are also being recommended to be consistent with notifications at other locations, like Brushy Creek Amphitheater.

The proposed ordinance:

- Establishes permits for concrete installation during non-Construction Hours in the B-1, B-2, LI, and I Zoning Districts;
- Requires the Director of Development Services to act on the permit application within 10 days of being deemed administratively complete. Otherwise, it is automatically deemed denied;
- Provides the permit duration may not exceed 72 hours;
- Times permitted will be Monday - Friday 7:00 am - 8:00 pm, Saturday 9:00 am - 7:00 pm, Sunday is prohibited;
- Requires two written notices to property owners, neighborhood associations, and homeowners associations within 600 ft. The notice must be given before the 15th day before the commencement of construction work subject to permit;
- Provides requirements for sound and light management plan; and
- Establishes bases for permit denial and appeal process to City Manager.

SUMMARY OF REQUEST:

The staff is recommending additional changes consistent with other notifications regarding noise, for example Brushy Creek Amphitheater.

Recommendations include:

Keeping Friday the same as the weekdays. However, Saturday allowed times would be from 9 am to 7 pm.

AGENDA ITEM REPORT

10.2.



Instead of sending notices to neighborhood associations as there may not always be an association, for BCA we require notices to the residents by postcard or doorhanger. Staff recommends the same method of notification for construction pours.

Staff recommends increasing the distance from 100 ft to 600 ft to ensure the distance included is enough.

STAFF REVIEW:

Chief Stuart, Ashley Lumpkin, Padma Patla, Stacy Schmitt and City Attorney, Cristian Rosas worked on updating the ordinance, specifically for concrete pours in commercial/industrial construction areas.

FINANCIAL IMPACT:

NA

POLICY IMPLICATIONS:

(10) Construction Work. The erection, including excavation, demolition, alteration or repair work, on any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday and between the hours of 9:00 a.m. and 7:00 p.m. on Saturday (collectively "Construction Hours"), except in case of urgent necessity in the interest of public safety and convenience, and then only by permit pursuant to section 14.03.004.

(A) Nighttime Construction Work applications shall be limited to concrete pour activities in industrial or commercial zoned property that would not otherwise be achieved between Construction Hours.

(B) The City Director of Development Services shall grant or deny an application for Nighttime Construction Work submitted in accordance with Section 14.03.004(A)(1)-(6) within Ten (10) business days of initial submittal. If no response for approval or denial is received within 10 days of submission, the application will be granted as approved.

(C) Upon approval of a Nighttime Construction Work application, the applicant shall provide a fifteen (15) day written notice specifying the date and duration of the pour activities scheduled to take place to all neighborhood associations and residents within 600 FT of the pour activities.

ATTACHMENTS:

1. 20220412-Hutto-ORD-Noise Ordinance Concrete Pours-v.3 (002) (1)

ORDINANCE NO. O-2022-015

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 14.03, NOISE, OF THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS FOR PERMITS FOR CONCRETE INSTALLATION DURING NON-CONSTRUCTION HOURS; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas, (the “City”), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, the Hutto City Council desires to establish procedures and regulations for non-peak hour permits for concrete installation; and

WHEREAS, the City Council finds certain amendments to the Code of Ordinances are necessary to meet changing conditions and are in the best interest of the City; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Hutto held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting; and

WHEREAS, the City Council has determined that all prerequisites to the adoption of this Ordinance have been met.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 14, Article 14.03 of the Code of Ordinances of the City of Hutto, is hereby amended to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes. Underlined and italicized text shall be added, and struck-through and bracketed text shall be deleted as indicated in **Attachment A**.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Effective Date: This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Hutto and the laws of the State of Texas.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**

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

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

(SEAL)

APPROVED AS TO FORM:

Cristian Rosas-Grillet, Assistant City Attorney

Attachment "A"

ARTICLE 14.03 NOISE*

Sec. 14.03.001 Restrictions on decibel levels

(a) Maximum decibel levels. No person shall cause, allow, or permit the making of a noise, in the city limits or within ~~65~~500 feet outside the city limits, which exceeds 85 dBa during the daytime or 70 dBa during the nighttime as measured pursuant to subsection (b) herein. A violation of this section is hereby declared a nuisance.

(1) Daytime is defined as a continuous time period from 7:00 a.m. to 10:00 p.m.

(2) Decibel level (dB) is defined as the unit of measurement for sound pressure level at a specified location.

(3) dBa is defined as the A-weighted unit of sound pressure level.

(4) Nighttime is defined as a continuous time period from 10:00 p.m. to 7:00 a.m.

(b) Noise measurement. Measurement of noise pursuant to this section shall be in accordance with this section.

(1) Generally.

(A) Noise shall be measured with a sound level meter meeting the standards prescribed by the American Standards Association. The measuring instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the noise being measured. The surrounding environment shall be observed so as to determine if the proximity of background noise to the level of sound being measured renders the proper measurement of the sound impossible. The microphone shall be screened from wind and water and otherwise used in accordance with the manufacturers specifications.

(B) Sound level meter is defined as an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels conforming to type 1 or type 2 standards as specified in the latest version of the American National Standards Institute specifications for sound level meters.

(2) Location of measurement. Measurement of noise shall be taken from the real property line of the person alleging a violation of this section from the point closest to the point of origin of the noise.

Sec. 14.03.002 Nuisance declared

(a) Any unreasonably loud, disturbing, unnecessary noise which exceeds maximum decibel levels pursuant to section 14.03.001(a) that is measured in accordance with section 14.03.001(b) thereby causing material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.

(b) Any noise of such character, intensity and continued duration which exceeds maximum decibel levels pursuant to section 14.03.001(a) that is measured in accordance with section

14.03.001(b) thereby substantially interfering with the comfortable enjoyment of private homes of persons of ordinary sensibilities is hereby declared to be a nuisance and is hereby prohibited.

Sec. 14.03.003 Specific noises enumerated

The following acts, among others, are declared to be nuisances in violation of this article, but such enumeration shall not be deemed to be exclusive:

(1) Motor vehicle music amplification or reproduction equipment or other sound-making devices. It is unlawful for any person to operate music amplification or reproduction equipment, or other electronic or mechanical sound-making device, from within a motor vehicle on a street or highway in the city so that the sound is plainly audible at a distance of one hundred (100) feet or more from the motor vehicle. It shall be presumed that the driver of any vehicle being operated on a street or highway is the operator of the sound-making device. The following exceptions shall apply:

(A) The provisions of this subsection shall not apply to any law enforcement motor vehicle equipped with any communication device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

(B) The provisions of this subsection do not apply to motor vehicles used for business or political purposes which in the normal course of conducting such business use sound-making devices.

(C) The provisions of this subsection do not apply to the noise made by a horn or other warning device required or permitted by state law.

(2) Loudspeakers, amplifiers or musical instruments. It is unlawful for any person to operate or cause to be operated a loudspeaker, amplifier or musical instrument that exceeds maximum decibel levels pursuant to section 14.03.001(a) measured in accordance with section 14.03.001(b). "To operate or cause to be operated" shall include:

(A) Causing the device to function or keeping it in operation; or

(B) Supervising or managing other persons who cause the device to function.

(3) State law. A violation of section 42.01(5), Texas Penal Code, constitutes a violation of this article.

(4) Animals and birds. The keeping of any animal or bird which, by causing frequent or long-continued noise, shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.

(5) Horns or other signal devices on vehicles. The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle, except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh sound for any unnecessary and unreasonable period of time.

- (6) Operation of vehicles. The running of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, jarring or rattling noise, or vibrations.
- (7) Steam whistles. The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of danger.
- (8) Exhaust without mufflers. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (9) Devices operated by compressed air. The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.
- (10) Construction [w]Work. The erection, including excavation, demolition, alteration or repair work, on any building other than between the hours of 7:00 a.m. and 8:00 p.m. Monday through Thursday and between the hours of 7:00 a.m. and 7:00 p.m. Friday and Saturday (*collectively "Construction Hours"*), except in case of urgent necessity in the interest of public safety and convenience, and then only ~~[by permit pursuant to section 14.03.004]~~ *for the installation of concrete as authorized under section 14.03.0045 (Permit for Concrete Installation During Non-Construction Hours).*
- (11) Excessive noise near schools. The creation of any excessive noise on any street adjacent to any school or institution of learning while the same is in session, which unreasonably interferes with the working of such institutions.
- (12) Loading and unloading vehicles, etc. The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (13) Peddlers, hawkers and vendors. The raucous shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.
- (14) Use of drums, loudspeakers, etc., to attract attention. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by the creation of noise, to any performance, show or sale of merchandise.
- (15) Sounding of sirens, etc., on vehicles. The sounding of any siren, horn or other signal device on any automobile, ambulance, truck, motorcycle, bus or other vehicle in the city, except as a danger or warning signal to persons or animals using the streets, sidewalks and public thoroughfares, shall constitute a violation of this article.
- (16) Railroads. The blowing or sounding of any steam whistle, horn or signal device on any engine, locomotive car or vehicle adapted to the rails of a railroad in the city, except as a warning or danger signal to persons or animals approaching, crossing or using the tracks of the railroad, shall constitute a violation of this article.
- (17) Use of certain braking devices. Operating or permitting the operation of the engine of a motor vehicle so as to assist in the braking or slowing of the vehicle through the use of gears or through the use of any engine brake or engine-retarding device on any public right-of-way,

including but not limited to city or state-maintained roadways, F.M. 685, F.M. 1660, U.S. 79 and S.H. 130, within the corporate limits of the city.

Sec. 14.03.004 Special exceptions

(a) Application. A person seeking a special exception under this section shall complete and file a written application for a special exception with the city manager's office on the form provided by the police department. An application for special exception shall include:

- (1) The name, address, and telephone number of the applicant. If the applicant is a business, the application shall be filled out by the owner or duly authorized agent of the business and shall list the name, address, and telephone number of the business, the responsible owner of the business, and the operator of the business, if different;
- (2) The nature and location of the noise source for which the application is made;
- (3) The time during which the noise will be generated and the level of noise that will occur;
- (4) A signed statement that the applicant has obtained a copy of this article and related rules and agrees to comply with this article, the related rules provided, and the terms and conditions of a special exception issued to the applicant;
- (5) The reason for which the special exception is requested, including the hardship that will result to the applicant, his/her client, or the public if the special exception is not granted; and
- (6) A description of noise control measures to be taken for the applicant to minimize noise and the impacts occurring therefrom and the schedule under which said measures will be implemented.

(b) Restrictions on approval of special exception. No special exception shall be approved unless the city manager and chief of police are satisfied based upon the application and other proof provided by the applicant that:

- (1) Noise levels occurring during the period of the special exception will not constitute a danger to public health;
- (2) Compliance with this article would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and
- (3) The applicant has fully complied with the application procedures.

(c) Considerations in determining whether to approve a special exception. In making the determination of whether to grant a special exception, the city manager and the chief of police shall consider:

- (1) The character and degree of injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused;
 - (2) The value to the community of the activity for which the special exception is sought;
 - (3) The ability of the applicant to apply the best practical noise control measures; and
 - (4) Proximity to residences at which reasonable persons would be disturbed by the noise.
- (d) Other restrictions.

(1) The city manager and chief of police shall consider each application on the same basis as that used for other similarly situated applicants and shall make each special exception decision free from consideration of race, sex, national origin, religion, the content of speech, or any other factors not provided for in this article;

(2) No special exception shall be approved for the operation of sound equipment at nighttime from a motor vehicle; and

(3) No special exception shall be approved if the applicant has been convicted of more than two violations under this article at the location for which the special exception is sought in the six months prior to the date on which the application is submitted.

(e) Approval or denial of special exception.

(1) The city shall grant or deny the special exception within sixty (60) business days of receiving the properly completed application. An application for the same applicant or location may not be submitted for a period of sixty (60) business days following the denial of an application.

(2) If the city manager and chief of police determine a special exception should be issued pursuant to the criteria established in this section, a special exception shall be issued which states the type of sound allowed, the location at which the sound will be allowed, the maximum decibel level to be allowed, the times at which the sound will be allowed to be produced, and the expiration date of the special exception.

(f) Revocation of special exception. The special exception may be revoked by the city manager and chief of police if the terms of the special exception are violated; if it is learned that there were material misrepresentations made in the special exception application; or if there is a material change in any of the circumstances relied upon by the city manager and chief of police in granting the special exception.

Sec. 14.03.0045 Permit for Concrete Installation During Non-Construction Hours

(a) Permit Required. A person must obtain a permit to deliver, finish, place, or pour concrete during Non-Construction Hours at property in the B-1, B-2, LI, or I Zoning Districts that is located within 600 feet of a residence, church, hospital, hotel, or motel.

(b) Application Requirements. A person seeking a permit under this section shall complete and file a written permit application with the City Manager's office on the form provided by the planning department. A permit application shall include the information required by section 14.03.004(a)(1)-(6) and the address or a description of the location of the property where the work will be performed.

(c) Permit Issuance. Except as otherwise provided in this article, the Planning Director shall issue a permit to a person who submits an application that meets the criteria established in section 14.03.004(b)-(c) and this section. The Planning Director shall grant or deny an application for Concrete Installation During Non-Construction Hours within ten (10) business days of initial submittal of an application deemed administratively complete. If the Planning Director fails to

make a determination on the permit application within ten (10) business days of the initial submittal, then the application is deemed to have been automatically denied.

(d) Permit Duration. A permit issued under this section must state the duration during which the authorized activity may occur, which may not exceed 72 hours. An applicant may not hold more than one permit under this section for a single project.

(e) Notice. To mitigate possible impacts and minimize disruptions to adjacent residential, commercial, and civic uses, the applicant is responsible for ensuring that all delivery, placement, or pouring of concrete permitted under this section complies with the requirements of this subsection.

(1) Written notification of the exact date, time, and duration of non-construction hours activity authorized under this section, as well as 24-hour contact information for the individual with primary responsibility for the project, shall be:

(A) provided to property owners, neighborhood associations, and homeowners' associations within 600 feet of the property before the 15th day before the commencement of construction work authorized by this section; and

(B) clearly stated on a sign posted on the property at the construction entrance and visible from the street.

(f) Sound and Light Management Plan Required. As a condition to approval of a permit under this section, an applicant must comply with a sound and light management plan approved by the planning director consistent with the requirements of this subsection.

(1) A sound and light management plan must identify:

(A) where concrete trucks will queue to ensure minimal disruption to adjacent residences, businesses, and civic uses;

(B) where the concrete pump will be located during all phases of construction and provides for an alternate location in the event the planning director determines that relocating the pump is necessary to minimize disruption to adjacent residential and civic uses;

(C) the location, materials, and manner of placement of proposed sound mitigation materials, such as sound baffling, on the property to contain noise from concrete pumps and concrete trucks during high revolutions per minute (RPM) cycles before construction begins; and

(D) the name and cell phone number of the on-site supervisor, who must be on the property during the non-Construction Hours concrete pour.

(2) A sound and light management plan must include provisions that shield after-hour lighting associated with concrete installation from adjacent residential uses.

(3) The Planning Director may require that a sound and light management plan include additional measures or elements that are reasonably necessary to protect public health and safety and to ensure reasonable expectations of a sound environment that does not prevent sleep.

(4) With reasonable notice provided to a permit holder, the Planning Director may modify a sound and light management plan for a project under construction to include additional requirements or

modifications that are reasonably necessary to address unanticipated changes to the project or impacts on adjacent properties.

(e) The planning director may deny a permit for non-Construction Hours concrete pour if the Planning Director finds that a project has accrued violations of this section or of a sound and light management plan required under this section:

(1) if three or more violations occur within a 30-day period, the Planning Director shall not issue a new non-Construction Hours permit under this section for a period of 30 days from the date of the last violation and shall issue a 30-day suspension letter to the applicant;

(2) if six or more 30-day suspensions are issued within any 12-month period, the Planning Director may not issue any additional non-construction hours permits for the project; and

(3) for purposes of subsection (G)(2), the 12-month period is reset if less than six 30-day suspensions are issued within 12 months from the date of the first non-Construction Hours permit issued for the project.

(f) Administrative Appeals.

(1) If the Planning Director denies an application for a permit under this section, an applicant may appeal the director's decision to the City Manager under the requirements of this section.

(2) An appeal must be filed with the city manager, in writing, no later than the 10th day after the date the decision is issued and must describe the decision being appealed and the specific grounds for the appeal.

(3) No later than the 30th day after receiving a request for an appeal, the City Manager shall schedule a hearing to consider the appeal.

(4) The City Manager may sustain, reverse, or modify the action appealed. The City Manager's decision is final.

Sec. 14.03.005 Exemptions

The following acts and sounds shall be exempt from the requirements of this article.

- (1) The emission of sound for the purpose of alerting persons to an emergency;
- (2) Sound produced by emergency vehicles;
- (3) Sound produced by a vehicle motor in good working order while the vehicle is moving on a public right-of-way, public waterway, airport runway, or railroad;
- (4) Sound produced by any governmental entity in the performance of a governmental function;
- (5) Sound generated by parade spectators and participants in the parade route during a permitted parade; by outdoor celebration participants for the general welfare of the public;
- (6) Sound generated at a religious event, during the daytime, held on premises that are regularly used for worship services;

- (7) The use and operation of bells or an amplified, mechanical bell system in connection with the use and occupancy of a church structure;
- (8) Sound generated from persons of reasonable behavior playing at a park or playground;
- (9) Any utility or roadway maintenance or repairs in residential areas during the daytime and emergency repairs related to public health, safety and welfare of the residents, which are allowed at all hours;
- (10) The sounding of any horn or signal device from a motor vehicle as a warning device.

Sec. 14.03.006 Penalty

Any person convicted of a violation of any provision of this article shall be guilty of a class C misdemeanor and shall be fined in accordance with the general penalty in section 1.01.009 of this code. Each day of violation shall constitute another violation.

AGENDA ITEM REPORT

10.3.



To: City Council
Subject: Consideration and possible action for the proposed Specific Use Permit request for the property known as 208 West Austin Avenue and 201 West Front Street, to allow a warehouse use (UDC 10.304.7). (First Reading) (Ashley Lumpkin)
Meeting: Thursday, April 21, 2022
Department: Development Services /
Staff Contact:

BACKGROUND INFORMATION:

This item was postponed from February to allow the applicant additional time to respond to questions from City Council.

- Are there any 18-wheelers on the property for delivery? No 18-wheelers at this location.
- How many small truck deliveries are there in a day and/or week? 4 per day, but they only pick up.
- Can the remaining front spaces be used as professional offices for leasing purposes? The applicant will be utilizing the office space.

The proposal consists of an approximately .63 acre parcel, collectively made up of several lots and an alleyway in the City of Hutto Addition. The property is zoned Special District (SD-A) and is in the Old Town Overlay District. A Specific Use Permit is required for warehouse use in the SD-A District.

The property is currently being replatted as the Santamaria replat and should be brought for approval in March or April of this year. (public hearing only on February 1, 2022)

Adjacent Zoning and Uses:

WEST: SD-A, Hutto Police Station
NORTH: Railroad and Highway 79
EAST: SD-A, Residential Property
SOUTH: SD-A, Commercial Space

SUMMARY OF REQUEST:

The applicant is proposing an approximately 12,000 sq ft office, showroom and warehouse. The applicants have provided a conceptual site plan to show how the use might work on the site. The site plan will be finalized at further stages in the development process. West Austin Avenue is designated as a no-truck zone. This does not prohibit local deliveries. However, the applicant will need to use West Front Street for primary traffic.

AGENDA ITEM REPORT

10.3.



10.308.12 Warehouse and distribution facility

10.308.12.1 Definition

Warehouse and distribution facility: use for storage, wholesale and distribution of manufactured products; including accessory offices or showrooms, and including incidental retail sales (no more than 10% of the building gross floor area} but excluding bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions; and where the products, supplies or equipment that are distributed from the facility are not used or consumed on the premises.

10.308.12.2 Permitted locations

Warehouse and distribution facilities are considered subject to specific use permit review in the SD-A transect zone.

The SD-A district also requires a Certificate of Appropriateness for construction of a new, detached structure in a historic district. (10.2035)

The applicants will go through the COA process, Site Plan process and the Building Permit process.

STAFF REVIEW:

Staff sent notices to 69 adjacent property owners within 600' and to date has received no responses.

Staff recommends approval of the Proposed SUP for warehouse with the following conditions:

- HPC must grant Certificate of Appropriateness
- Applicants must meet all site design criteria
- Only one driveway is permitted off of W. Austin Avenue
- The replat of the property is approved and recorded prior to the site plan permit issuance
- No open storage

On February 1, 2022, the Planning and Zoning Commission recommended approval for the proposed Specific Use Permit request for the property known as 208 West Austin Avenue and 201 West Front Street, to allow a warehouse use (UDC 10.304.7) with the conditions that HPC must grant Certificate of Appropriateness, applicant must meet all site design criteria, only one driveway is permitted off of West Austin Ave, the replat is approved and recorded prior to the site plan permit issuance, and there is no open storage. Motion passed 6 Ayes to 0 Nays

The City Council Public Hearing was held on March 3, 2022. The applicant has submitted a revised site plan and additional information based on the outcome of the discussion. (Attached)

AGENDA ITEM REPORT

10.3.

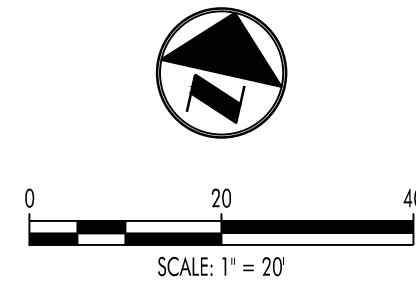
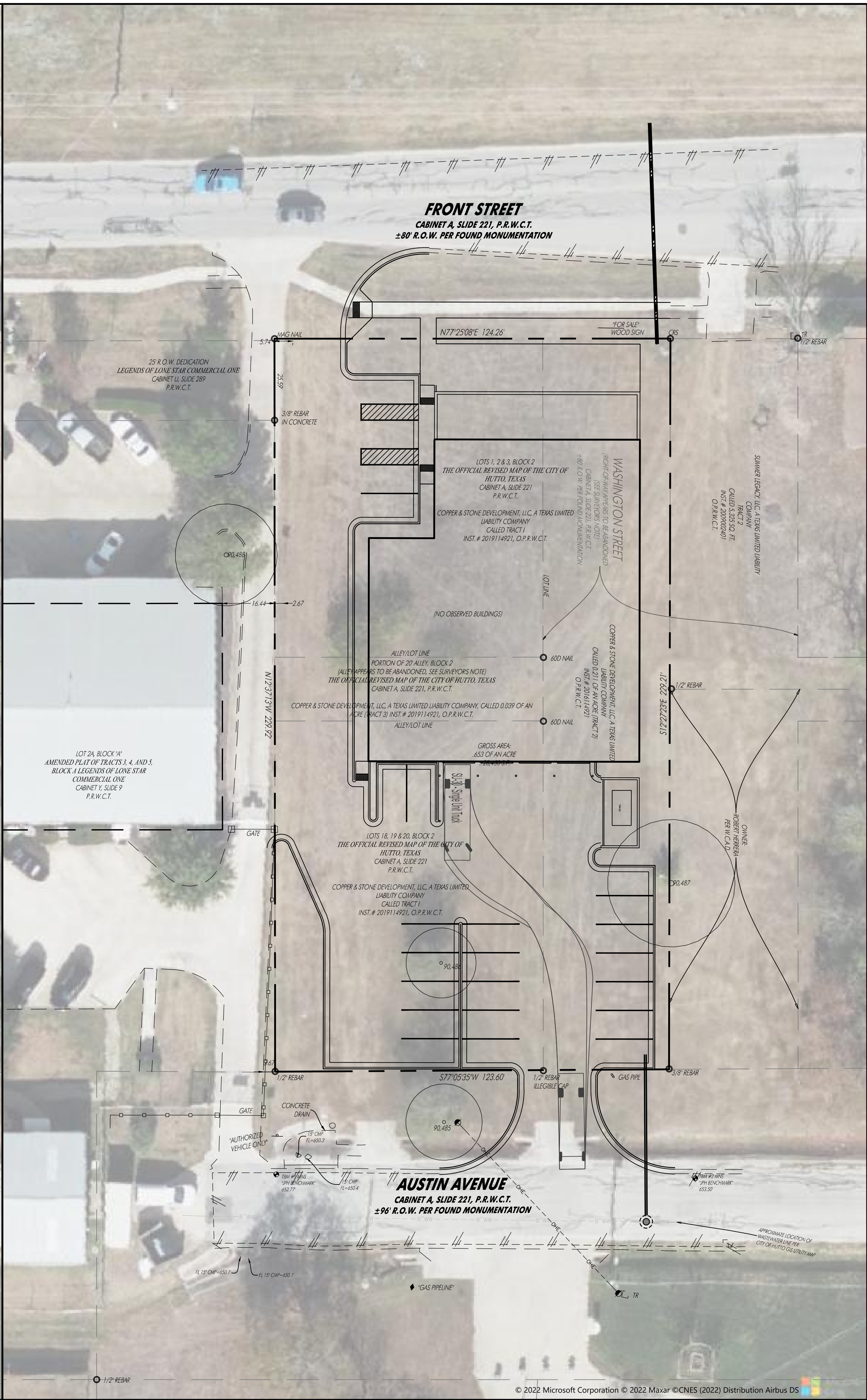
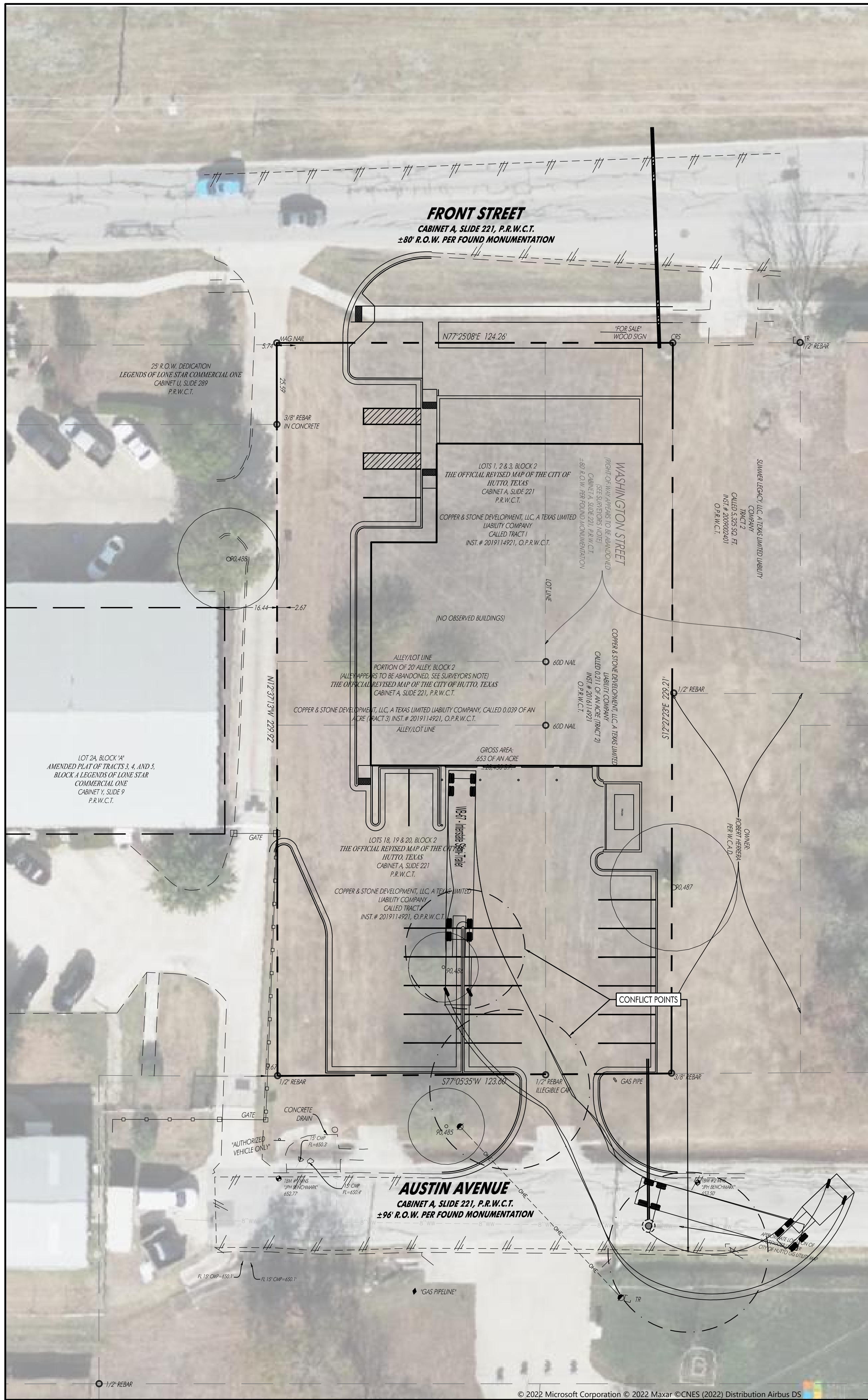


FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Revised -EXHIBIT
2. Application
3. Conceptual Site Plan
4. Buffer Map



HAGOOD
ENGINEERING ASSOCIATE

900 E. Main Street
Round Rock, TX 78664
Phone (512) 244-1546
Fax (512) 244-1010
www.heeng.com
TBE Registration No. F-12709

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY TERRY R. HAGOOD, P.E.
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THEN ONLY IN ACCORDANCE WITH THE RULES OF THE
TEXAS ENGINEERING PRACTICE ACT

JOB NO. 21-022 © 2022 HEA, Inc.
DATE SIGNED: 2022-04-12
ISSUED FOR: AGENCY REVIEW

**PRELIMINARY PLANS FOR
A A APPLIANCE LEASING
208 W. AUSTIN
HUTTO, TX 78634**

REVISIONS		DESCRIPTION		DATE	
NO.					

HEA PROJECT NO. 21-022
ISSUED DATE: 2022-04-12

**VEHICLE TRACKING
EXHIBIT**

SHEET NO.
EXHIBIT
01



MASTER APPLICATION

Must accompany all application types
Unless otherwise indicated
May 2019

City of Hutto Development Services
500 W. Live Oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2640 Permits & Inspections
512-759-4038 Engineering
512-759-5962 Fax
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: 208 W Austin Development APPLICATION TYPE Special Use Permit

APPLICANT INFORMATION (property owner or authorized agent) This will be the City's official contact

Name: Ricca Keepers

Company Name: Keepers Land Planning

Address: 3712 Apple Vista Circle, Pflugerville, TX, 78660

Phone: 512-520-5388 Email: ricca@keeperslandplanning.com

PROPERTY INFORMATION

Address: 208 W Austin Ave, Hutto

Legal Description: Lot(s) 18-20 Block 2 Subdivision Old Town Addn.

Deed Reference: Volume _____ Page(s) _____ or Document No. _____

City Limits or ETJ: City limits Current Zoning District: Special District (SD-A)

PROPERTY OWNER INFORMATION

Name: Joaquin Santamania

Company Name: _____

Address: 10112 Hammerly Blvd Suite F Houston, TX 77080

Phone: 713-582-4291 Email: JOAQUIN.SANTA@HOT-MAIL.COM

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION

By my signature I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the submittal of this application. Additionally, my signature below indicates my awareness of the fee(s) required at the time of application submittal and that this fee(s) is non-refundable even in the event of application withdrawal or if reviewed and denied.

By signing this form, the owner of the property authorizes the City of Hutto to begin proceedings in accordance with the process for the type of application indicated on page one of this application. The owner further acknowledges that submittal of an application does not in any way obligate the City to approve the application and that although City staff may make certain recommendations regarding this application, the City Council may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

[Signature]
Property Owner Signature

Joaquin Santamania
Property Owner Printed Name

9-1-21
Date

THE STATE OF TEXAS

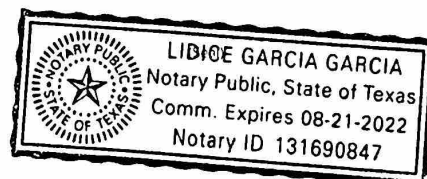
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared Joaquin Santamania, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 1 day of September, 20 21 A.D.

[Signature]
Notary Public Signature

Lidia Green
Notary Public Printed Name



If there are multiple property owners attach separate page(s) with notarized signature(s)



SPECIFIC USE PERMIT
APPLICATION

Must be accompanied by a
Master Application
May 2019

City of Hutto Development Services
500 W. Live oak Street Hutto TX 78634
512-759-3479 Planning
512-846-2540 Permits & Inspections
512-759-4038 Engineering
planning@huttotx.gov
building@huttotx.gov
www.huttotx.gov

PROJECT NAME: 208 W Austin Development

PROPERTY ADDRESS: 208 W Austin Ave, Hutto

Current zoning district: Special District (SD-A) Current Use: Vacant lot

Proposed Use: Commercial Storage Code reference for specific use permit requirement: _____

Current zoning: North of property: Special District (SD-A) South of property: Special District (SD-A)
East of property: Special District (SD-A) West of property: Special District (SD-A)

FEES ☐ All required fees may be provided by cash, credit card or check made payable to: City of Hutto

REQUIRED FOR SUBMITTAL

All items listed must be included with application, unless otherwise noted.

- ☒ Complete Master application and Specific Use Permit application.
- ☒ Applicant has coordinated with staff on submittal requirements.
- ☒ Proof of ownership (copy of deed).
- ☒ Sketch of property by a registered professional land surveyor on (1) 8 1/2" x 11".
- ☒ Letter of intent explaining reason(s) for request.
- ☒ List of all property owners (from WCAD) within 200-ft of subject property.

REVIEW CRITERIA

- ☐ Uses requiring a specific use permit are listed in the permitted use tables of the UDC.
- ☐ Proposed use conforms to code requirements and is consistent with the comprehensive plan, community, neighborhood and other applicable land use and development plans.
- ☐ Proposed use is compatible with existing and permitted uses in the surrounding area and would not adversely affect property near the site.
- ☐ Site is a legal building lot.

PROCESSING

- ☐ Application intake, staff review and determination that it is complete, meeting scheduling, public notification (mailed/published/website notification).
- ☐ Notification required 16 days prior to scheduled meeting date (published).
- ☐ Notification required 16 days prior to scheduled meeting date (mailed).
- ☐ All final documents related to commission action are required 10 days prior to scheduled meeting date.
- ☐ All final documents related to city council action are required 10 days prior to scheduled meeting date.

FOR DEPARTMENT USE ONLY:

Submittal date	Date accepted for review	Check No	Fees paid	PZ Mtg. date	CC Mtg. date



CALYX DESIGN STUDIO

2339 COMMERCE ST. SUITE 160
HOUSTON, TEXAS 77002
(713) 550-4818

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STRUCTURAL ENGINEER:

MEP ENGINEER:

AA APPLIANCE
WAREHOUSE

208 W. Austin Hutto, TX 78634

SITE PLAN

Project Number	210149
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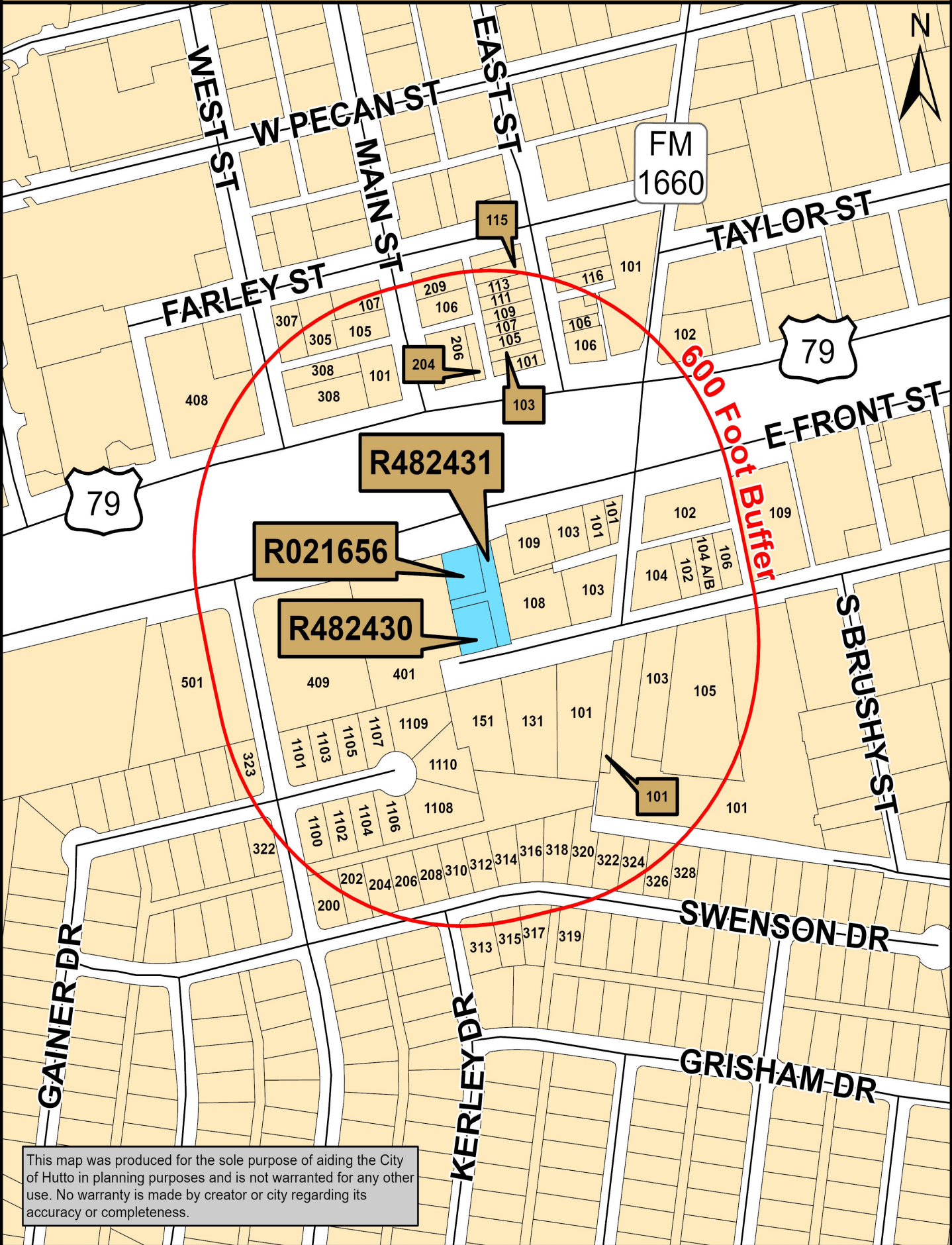
Date 12/12/2021

Drawn by JMM

A010

Scale	As indicated
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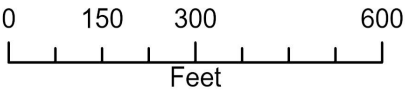
SUP Warehouse - 208 West Austin Avenue



Map Document: (K:\Site_Location_Maps\2022_Site_Location

Maps\SUP_Warehouse_208_West_Austin_Avenue.mxd)

1/6/2022 -- 11:03:08 AM



AGENDA ITEM REPORT

10.4.



To: City Council
Subject: Consideration and possible action on Ordinance No. 2022-016 amending Chapter 2, Article 2.03, Division 1 of the Code of Ordinances to adopt the city's classification and compensation plan, as amended. (First Reading) (Interim City Manager Isaac Turner)
Meeting: Thursday, April 21, 2022
Department: Human Resources /
Staff Contact: Irene Talioaga, Matt Wojnowski

BACKGROUND INFORMATION:

The City of Hutto commissioned a Classification and Compensation Study Report from Management Advisory Group, International, Inc. ("MAG"). The proposed ordinance adopts the MAG Classification and Compensation Plan dated April 11, 2022, as part of the official policy of the City with regard to salary administration, as amended and implemented by City management, as further described in Exhibit A. The ordinance shall take effect on May 2, 2022.

SUMMARY OF REQUEST:

Detailed adjustments to a few positions in addition to the salary survey report recommendations

STAFF REVIEW:

FINANCIAL IMPACT:

General Fund: MAG	\$151,605	COH adjustments: \$65,329	Sub-total \$216,934
Utility Fund: MAG	\$ 24,520	COH adjustments: \$ 2,698	Sub-total \$ 27,219

All Funds Total : \$243,438

POLICY IMPLICATIONS:

City Manager Recommendations for follow-up Actions

- Develop accurate job descriptions for all positions.
- **Conduct a full salary and benefits survey in FY 2022-23.**
- Bench mark key positions annually.
- Include surveying actual salaries, in addition to position ranges, to better ascertain mid-points / market-points.
- Include "bell curve" graph to assess City of Hutto employees position relative to the mid-point / market-point.

AGENDA ITEM REPORT

10.4.



- Develop timeframe and plan to move employees toward to mid-point in a specified period of time.
- Track changes to the bell curve graph annually, to monitor progression of employees toward the mid-point and beyond.

ATTACHMENTS:

1. 20220418-Hutto-ORD-2022 Classification and Compensation Plan-v.F
2. Salary report City wide

ORDINANCE NO. O-2022-016

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING CHAPTER 2, ARTICLE 2.03, DIVISION 1 OF THE CODE OF ORDINANCES TO ADOPT THE CITY'S CLASSIFICATION AND CLASSIFICATION PLAN, AS AMENDED; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Hutto, Texas, (the "City"), is a home rule city operating pursuant to the laws of its Charter and of the State and Texas, by and through its duly elected City Council members; and

WHEREAS, pursuant to Section 13.04 of the City Charter, Personnel Policy, the administration of human resources of the City shall be governed by written rules and regulations known as "Personnel Policies;" and

WHEREAS, the Personnel Policies provide that overall increases or decreases to the pay schedule are authorized upon approval by the City Council; and

WHEREAS, pursuant to the Personnel Policies, on an annual basis, the Director of Human Resources will review the classification and compensations plans and may recommend changes; and

WHEREAS, it is in the public interest of the City of Hutto to compensate all employees in direct relation to the value of their position to the market rate, and to compensate employees based upon individual and team performance as determined by the success of their contributions to the City, and to adjust employee compensation in relation to the consumer price index; and

WHEREAS, the City Council desires to adopt an updated Classification and Compensation Plan in order to encourage future productivity, increase morale, and employ and retain highly qualified staff; and

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. Enactment: Chapter 2, Article 2.03, Division 1 of the Code of Ordinances of the City of Hutto, is hereby amended by adding a new Section 2.03.003, Classification and Compensation Plan Adopted, to read, in its entirety, as follows:

Sec. 2.03.003 Classification and Compensation Plan Adopted. That the City Council of the City of Hutto hereby adopts the Classification and Compensation Plan dated April 11, 2022, as part of the official policy of the City with regard to salary administration, as amended by Exhibit A. A copy of the Classification and

Compensation Plan, as amended, shall be attached to Ord. No. 2022-016 as Exhibit B and shall become a part thereof as fully as if set out at length herein.

Section 3. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5. Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6. Passage: Pursuant to Section 3.13 of the Hutto City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of four or more members of the City Council during the first reading and the requirement for reading this Ordinance on two separate dates with was dispensed with by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7. Effective Date: This Ordinance shall take effect May 2, 2022.

Section 8. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the _____ day of _____ **2022.**

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

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Walton, City Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
Cristian Rosas-Grillet, Assistant City Attorney

EXHIBIT A – CLASSIFICATION AND COMPENSATION PLAN AMENDMENTS

EXHIBIT B – CLASSIFICATION AND COMPENSATION PLAN, AS AMENDED

Dept	Primary Title	Yrs in Position	Pay Group	Salary Range			Current Annual Salary	MAG Adjustment	MAG 2%	MAG Total	Retention Bonus	Annual MAG adj Salary	CoH Adj	Annual Adjusted Salary	Total Cost
				Min	Mid	Max									
City Manager's Office	Assistant to the City Manager	2.5	128	\$ 110,004	\$ 123,204	\$ 154,005	\$ 143,235	-	2,865	\$ 2,865	-	\$ 146,100		\$ 146,100	2,864.70
City Manager's Office	Assistant City Manager	0.75	135	\$ 154,786	\$ 173,360	\$ 216,701	\$ 155,000		3,100	\$ 3,100	-	\$ 158,100	4,900	\$ 163,000	\$ 8,000
City Manager's Office	Executive Assistant	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 54,000	4,337	1,080	\$ 5,417	-	\$ 59,417		\$ 59,417	\$ 5,417
Human Resources	Human Resources Generalist	0.25	112	\$ 50,394	\$ 56,441	\$ 70,552	\$ 62,400	-	1,248	\$ 1,248	-	\$ 63,648		\$ 63,648	\$ 1,248
Human Resources	HR Coordinator	0.25	116	\$ 61,254	\$ 68,605	\$ 85,756	\$ 78,000	-	1,560	\$ 1,560	-	\$ 79,560		\$ 79,560	\$ 1,560
Human Resources	Director of Human Resources	0.75	129	\$ 115,504	\$ 129,364	\$ 161,705	\$ 120,000	-	2,400	\$ 2,400	-	\$ 122,400	3,000	\$ 125,400	\$ 5,400
Economic Devl	Director of Economic Development	0.75	129	\$ 115,504	\$ 129,364	\$ 161,705	\$ 150,000	-	3,000	\$ 3,000	-	\$ 153,000		\$ 153,000	\$ 3,000
Finance	Payroll Accountant	0	115				\$ 62,000	-	1,240	\$ 1,240	-	\$ 63,240		\$ 63,240	\$ 1,240
Finance	Controller	0.75	122				\$ 92,000	-	1,840	\$ 1,840	-	\$ 93,840		\$ 93,840	\$ 1,840
Finance	Senior Accountant	3.25	116	\$ 61,254	\$ 68,605	\$ 85,756	\$ 75,733	-	1,515	\$ 1,515	-	\$ 77,247		\$ 77,247	\$ 1,515
Finance	Financial Analyst	0.5	116	\$ 61,254	\$ 68,605	\$ 85,756	\$ 76,500	-	1,530	\$ 1,530	-	\$ 78,030		\$ 78,030	\$ 1,530
Finance	Chief Financial Officer	0.75	129	\$ 115,504	\$ 129,364	\$ 161,705	\$ 156,000	-	3,120	\$ 3,120	-	\$ 159,120		\$ 159,120	\$ 3,120
Finance	Purchasing Manager	0.25	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 88,000	-	1,760	\$ 1,760	-	\$ 89,760		\$ 89,760	\$ 1,760
Municipal Court	Court Administrator	4.25	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 62,923	4,093	1,258	\$ 5,351	-	\$ 68,274		\$ 68,274	\$ 5,351
Municipal Court	Senior Deputy Court Clerk	1.75	108	\$ 41,459	\$ 46,434	\$ 58,043	\$ 48,097	-	962	\$ 962	-	\$ 49,059		\$ 49,059	\$ 962
Municipal Court	Deputy Court Clerk	0					\$ 40,560		-	\$ -	-	\$ 40,560		\$ 40,560	\$ -
Development Services	Development Coordinator	5.25	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 70,828	-	1,417	\$ 1,417	-	\$ 72,244		\$ 72,244	\$ 1,417
Development Services	Management Assistant	4	107	\$ 39,485	\$ 44,223	\$ 55,279	\$ 43,919	-	878	\$ 878	-	\$ 44,798	4,392	\$ 49,190	\$ 5,270
Development Services	Building Inspector	0	111	\$ 47,994	\$ 53,754	\$ 67,192	\$ 62,005	-	1,240	\$ 1,240	-	\$ 63,245		\$ 63,245	\$ 1,240
Development Services	Director of Development Services	4	129	\$ 115,504	\$ 129,364	\$ 161,705	\$ 118,453	-	2,369	\$ 2,369	1,000	\$ 120,822	40,883	\$ 161,705	\$ 44,252
Development Services	GIS Analyst	12.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 60,584	-	1,212	\$ 1,212	-	\$ 61,796		\$ 61,796	\$ 1,212
Development Services	Building Inspector	1.75	111	\$ 47,994	\$ 53,754	\$ 67,192	\$ 55,016	-	1,100	\$ 1,100	-	\$ 56,116		\$ 56,116	\$ 1,100

Dept	Primary Title	Yrs in Position	Pay Group	Salary Range			Current Annual Salary	MAG Adjustment	MAG 2%	MAG Total	Retention Bonus	Annual MAG adj Salary	CoH Adj	Annual Adjusted Salary	Total Cost
				Min	Mid	Max									
Development Services	Permit Technician	0.25					\$ 33,800		676	\$ 676	-	\$ 34,476		\$ 34,476	\$ 676
Development Services	Development Manager	0.5	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 77,750	-	1,555	\$ 1,555	-	\$ 79,305		\$ 79,305	\$ 1,555
Development Services	City Engineer	0	122	\$ 82,086	\$ 91,937	\$ 114,921	\$ 86,000	-	-	\$ -	-	\$ 86,000		\$ 86,000	\$ -
Development Services	Deputy Building Official	0	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 64,890	-	-	\$ -	-	\$ 64,890		\$ 64,890	\$ -
Construction Inspection	Construction Inspector	4.5	111	\$ 47,994	\$ 53,754	\$ 67,192	\$ 63,608	-	1,272	\$ 1,272	-	\$ 64,880		\$ 64,880	\$ 1,272
Construction Inspection	Construction Inspector	0	111	\$ 47,994	\$ 53,754	\$ 67,192	\$ 53,000	-	1,060	\$ 1,060	-	\$ 54,060		\$ 54,060	\$ 1,060
Street Dept	Streets & Drainage Foreman- Salary	2.5	108	\$ 41,459	\$ 46,434	\$ 58,043	\$ 61,808	-	-	\$ -	1,236	\$ 61,808		\$ 61,808	\$ 1,236
Street Dept	Crew Leader	5	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 61,894	-	-	\$ -	1,238	\$ 61,894		\$ 61,894	\$ 1,238
Street Dept	Streets & Drainage Tech II	2.5	104	\$ 34,109	\$ 38,202	\$ 47,752	\$ 41,787	-	836	\$ 836	-	\$ 42,623		\$ 42,623	\$ 836
Street Dept	Streets & Drainage Tech II	4.75	104	\$ 34,109	\$ 38,202	\$ 47,752	\$ 45,011	-	900	\$ 900	-	\$ 45,911		\$ 45,911	\$ 900
Street Dept	Crew Leader	2.75	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 60,278	-	667	\$ 667	539	\$ 60,945		\$ 60,945	\$ 1,206
Street Dept	Streets & Drainage Superintendent								-	\$ -	-	\$ -		\$ -	\$ -
Street Dept	Streets & Drainage Tech I								-	\$ -	-	\$ -		\$ -	\$ -
Street Dept	Streets & Drainage Tech I								-	\$ -	-	\$ -		\$ -	\$ -
Police	Chief of Police	0	130	\$ 121,279	\$ 135,832	\$ 169,791	\$ 173,000	-	-	\$ -	-	\$ 173,000		\$ 173,000	\$ -
Police	Assistant Chief of Police	3	128	\$ 110,004	\$ 123,204	\$ 154,005	\$ 118,133	-	2,363	\$ 2,363	-	\$ 120,495		\$ 120,495	\$ 2,363
Police	Criminal Investigations Lieutenant	18.5	122	\$ 82,086	\$ 91,937	\$ 114,921	\$ 94,904	-	1,898	\$ 1,898	-	\$ 96,802		\$ 96,802	\$ 1,898
Police	Support Services Lieutenant	5	122	\$ 82,086	\$ 91,937	\$ 114,921	\$ 97,104	-	1,942	\$ 1,942	-	\$ 99,046		\$ 99,046	\$ 1,942
Police	Patrol Lieutenant	0	122	\$ 82,086	\$ 91,937	\$ 114,921	\$ 92,754	-	-	\$ -	-	\$ 92,754		\$ 92,754	\$ -
Police	Criminal Investigations Sergeant	0	119	\$ 70,909	\$ 79,418	\$ 99,273	\$ 86,216	-	-	\$ -	-	\$ 86,216		\$ 86,216	\$ -
Police	Patrol Sergeant	1.5	119	\$ 70,909	\$ 79,418	\$ 99,273	\$ 80,538	-	1,611	\$ 1,611	-	\$ 82,148		\$ 82,148	\$ 1,611
Police	Patrol Sergeant	5	119	\$ 70,909	\$ 79,418	\$ 99,273	\$ 80,538	-	1,611	\$ 1,611	-	\$ 82,148		\$ 82,148	\$ 1,611
Police	Patrol Sergeant	0.25	119	\$ 70,909	\$ 79,418	\$ 99,273	\$ 77,002	-	1,540	\$ 1,540	-	\$ 78,542		\$ 78,542	\$ 1,540
Police	Patrol Sergeant	4.25	119	\$ 70,909	\$ 79,418	\$ 99,273	\$ 78,770	-	1,575	\$ 1,575	-	\$ 80,345		\$ 80,345	\$ 1,575
Police	Street Crimes Sergeant	5.25	119	\$ 70,909	\$ 79,418	\$ 99,273	\$ 92,685	-	1,854	\$ 1,854	-	\$ 94,538		\$ 94,538	\$ 1,854
Police	Support Services Sergeant	3.75	119	\$ 70,909	\$ 79,418	\$ 99,273	\$ 82,410	-	1,648	\$ 1,648	-	\$ 84,058		\$ 84,058	\$ 1,648
Police	Professional Standards Officer	1.5	119	\$ 58,337	\$ 65,338	\$ 81,672	\$ 64,272	-	1,285	\$ 1,285	-	\$ 65,557		\$ 65,557	\$ 1,285
Police	Patrol Officer	1.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 62,878	-	1,258	\$ 1,258	-	\$ 64,136		\$ 64,136	\$ 1,258
Police	Patrol Officer	1.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 61,506	-	1,230	\$ 1,230	-	\$ 62,736		\$ 62,736	\$ 1,230
Police	Patrol Officer	1.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 78,312	-	1,566	\$ 1,566	-	\$ 79,878		\$ 79,878	\$ 1,566
Police	Patrol Officer	1.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 61,506	-	1,230	\$ 1,230	-	\$ 62,736		\$ 62,736	\$ 1,230
Police	Patrol Officer	0.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 61,506	-	1,230	\$ 1,230	-	\$ 62,736		\$ 62,736	\$ 1,230
Police	Patrol Officer	1.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 67,184	-	1,344	\$ 1,344	-	\$ 68,528		\$ 68,528	\$ 1,344
Police	Patrol Officer	1	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 61,506	-	1,230	\$ 1,230	-	\$ 62,736		\$ 62,736	\$ 1,230
Police	Patrol Officer	4.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 70,221	-	1,404	\$ 1,404	-	\$ 71,625		\$ 71,625	\$ 1,404
Police	Patrol Officer	4.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 64,272	-	1,285	\$ 1,285	-	\$ 65,557		\$ 65,557	\$ 1,285
Police	Patrol Officer	3.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 65,707	-	1,314	\$ 1,314	-	\$ 67,021		\$ 67,021	\$ 1,314
Police	Patrol Officer	1	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,885	-	1,178	\$ 1,178	-	\$ 60,062		\$ 60,062	\$ 1,178
Police	Patrol Officer	1.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 60,195	-	1,204	\$ 1,204	-	\$ 61,399		\$ 61,399	\$ 1,204
Police	Patrol Officer	1.25	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 62,878	-	1,258	\$ 1,258	-	\$ 64,136		\$ 64,136	\$ 1,258
Police	Patrol Officer	3.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 67,184	-	1,344	\$ 1,344	-	\$ 68,528		\$ 68,528	\$ 1,344
Police	Patrol Officer	0.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,885	-	1,178	\$ 1,178	-	\$ 60,062		\$ 60,062	\$ 1,178
Police	Patrol Officer	2.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 62,878	-	1,258	\$ 1,258	-	\$ 64,136		\$ 64,136	\$ 1,258
Police	Patrol Officer	1.25	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 64,272	-	1,285	\$ 1,285	-	\$ 65,557		\$ 65,557	\$ 1,285
Police	Patrol Officer	1.25	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 65,707	-	1,314	\$ 1,314	-	\$ 67,021		\$ 67,021	\$ 1,314

Dept	Primary Title	Yrs in Position	Pay Group	Salary Range			Current Annual Salary	MAG Adjustment	MAG 2%	MAG Total	Retention Bonus	Annual MAG adj Salary	CoH Adj	Annual Adjusted Salary	Total Cost
				Min	Mid	Max									
Police	Detective	1.5	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 82,347	-	-	\$ -	1,647	\$ 82,347		\$ 82,347	\$ 1,647
Police	Patrol Officer	14.25	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 79,123	-	1,582	\$ 1,582	-	\$ 80,706		\$ 80,706	\$ 1,582
Police	Patrol Officer	1.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 60,195	-	1,204	\$ 1,204	-	\$ 61,399		\$ 61,399	\$ 1,204
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 62,877	-	1,258	\$ 1,258	-	\$ 64,135		\$ 64,135	\$ 1,258
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Patrol Officer	0	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 58,880	-	-	\$ -	-	\$ 58,880		\$ 58,880	\$ -
Police	Crime Scene/Evidence Tech.	2	112	\$ 50,394	\$ 56,441	\$ 70,552	\$ 75,109		-	\$ -	1,502	\$ 75,109		\$ 75,109	\$ 1,502
Police	Code Enforcement Officer	4	108	\$ 45,709	\$ 51,194	\$ 63,992	\$ 44,990	982	900	\$ 1,882	-	\$ 46,872		\$ 46,872	\$ 1,882
Police	Code Enforcement Officer	0	108	\$ 45,709	\$ 51,194	\$ 63,992	\$ 40,997	3,892	820	\$ 4,712	-	\$ 45,709		\$ 45,709	\$ 4,712
Police	Senior Management Assistant	2.5	107	\$ 39,485	\$ 44,223	\$ 55,279	\$ 60,154	-	-	\$ -	1,203	\$ 60,154		\$ 60,154	\$ 1,203
Police	Public Information & Law Enforcement S	2.5	108	\$ 41,459	\$ 46,434	\$ 58,043	\$ 39,645	2,052	793	\$ 2,845	-	\$ 42,490		\$ 42,490	\$ 2,845
Police	Senior Animal Control Officer	5.25	106	\$ 37,605	\$ 42,117	\$ 52,647	\$ 57,304	-	-	\$ -	1,146	\$ 57,304		\$ 57,304	\$ 1,146
Police	Animal Control Officer	0					\$ 39,998		800	\$ 800	-	\$ 40,798		\$ 40,798	\$ 800
City Secretary	Assistant City Secretary	0.5	114	\$ 55,559	\$ 62,226	\$ 77,783	\$ 58,000	-	1,160	\$ 1,160	-	\$ 59,160		\$ 59,160	\$ 1,160
City Secretary	City Secretary	0	122	\$ 82,086	\$ 91,937	\$ 114,921	\$ 109,000	-	-	\$ -	-	\$ 109,000		\$ 109,000	\$ -

Dept	Primary Title	Yrs in Position	Pay Group	Salary Range			Current Annual Salary	MAG Adjustment	MAG 2%	MAG Total	Retention Bonus	Annual MAG adj Salary	CoH Adj	Annual Adjusted Salary	Total Cost
				Min	Mid	Max									
Communications	Multi Media Marketing Specialist	0.5	112	\$ 50,394	\$ 56,441	\$ 70,552	\$ 69,992	-	560	\$ 560	840	\$ 70,552		\$ 70,552	\$ 1,400
Communications	Communications Manager	1	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 80,000	-	1,600	\$ 1,600	-	\$ 81,600		\$ 81,600	\$ 1,600
Communications	Communications Specialist	0							-	\$ -	-	\$ -		\$ -	\$ -
Library	Library Technician	5.5	108	\$ 41,459	\$ 46,434	\$ 58,043	\$ 36,057	5,853	721	\$ 6,574	-	\$ 42,631		\$ 42,631	\$ 6,574
Library	Circulation Clerk I	0.25	101	\$ 29,464	\$ 33,000	\$ 41,250	\$ 14,502	-	290	\$ 290	-	\$ 14,792		\$ 14,792	\$ 290
Library	Circulation Clerk I	0	101	\$ 29,464	\$ 33,000	\$ 41,250	\$ 14,560	-	291	\$ 291	-	\$ 14,851		\$ 14,851	\$ 291
Library	Library Manager	0.75	115	\$ 58,337	\$ 65,338	\$ 81,672	\$ 60,000	-	1,200	\$ 1,200	-	\$ 61,200		\$ 61,200	\$ 1,200
Community Relations	Programs & Events Specialist	1	110	\$ 45,709	\$ 51,194	\$ 63,992	\$ 50,000	-	1,000	\$ 1,000	-	\$ 51,000		\$ 51,000	\$ 1,000
Community Relations	Community Relations & Services Manager	2	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 77,250	-	1,545	\$ 1,545	-	\$ 78,795		\$ 78,795	\$ 1,545
Parks	Groundskeeper	5	102	\$ 30,938	\$ 34,650	\$ 43,313	\$ 39,827	-	797	\$ 797	-	\$ 40,624		\$ 40,624	\$ 797
Parks	Groundskeeper	0	102	\$ 30,938	\$ 34,650	\$ 43,313	\$ 31,200	-	624	\$ 624	-	\$ 31,824		\$ 31,824	\$ 624
Parks	Groundskeeper	9.25	102	\$ 30,938	\$ 34,650	\$ 43,313	\$ 37,899	-	758	\$ 758	-	\$ 38,657		\$ 38,657	\$ 758
Parks	Groundskeeper	3.5	102	\$ 30,938	\$ 34,650	\$ 43,313	\$ 33,100	-	662	\$ 662	-	\$ 33,762		\$ 33,762	\$ 662
Parks	Parks Crew Leader	3.25	107	\$ 39,485	\$ 44,223	\$ 55,279	\$ 41,884	-	838	\$ 838	-	\$ 42,722		\$ 42,722	\$ 838
Parks	Parks Superintendent	0.25	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 72,000	-	1,440	\$ 1,440	-	\$ 73,440		\$ 73,440	\$ 1,440
Fleet Mgmt	Fleet Manager	4	116	\$ 61,254	\$ 68,605	\$ 85,756	\$ 61,002	2,456	1,220	\$ 3,676	-	\$ 64,678		\$ 64,678	\$ 3,676
Facilities Maint	Facilities Maintenance Manager	3	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 90,177	-	-	\$ -	1,804	\$ 90,177		\$ 90,177	\$ 1,804
Information Technology	IT Manager	7.75	122	\$ 82,086	\$ 91,937	\$ 114,921	\$ 74,015	15,041	1,480	\$ 16,521	-	\$ 90,537		\$ 90,537	\$ 16,521
Information Technology	User Support Specialist	3	112	\$ 50,394	\$ 56,441	\$ 70,552	\$ 47,133	4,317	943	\$ 5,260	-	\$ 52,392		\$ 52,392	\$ 5,260
Information Technology	System Security Administrator	0							-	\$ -	-	\$ -		\$ -	\$ -
General Fund Totals								43,023	108,582	\$ 151,605	12,154		53,175		\$ 216,934

UTILITY FUND

Utility Billing	Customer Service Representative	0	104	\$ 34,109	\$ 38,202	\$ 47,752	\$ 34,008	101	680	\$ 781	-	\$ 34,789		\$ 34,789	\$ 781
Utility Billing	Utility Billing Coordinator	0.25					\$ 39,998		800	\$ 800	-	\$ 40,798		\$ 40,798	\$ 800
Utility Billing	Customer Svc & Utility Billing Manager	5	117	\$ 64,317	\$ 72,035	\$ 90,044	\$ 72,800		1,456	\$ 1,456	-	\$ 74,256		\$ 74,256	\$ 1,456
Utility Billing	Water Services Technician	12.5	105	\$ 35,814	\$ 40,112	\$ 50,140	\$ 42,203		844	\$ 844	-	\$ 43,047		\$ 43,047	\$ 844
Utility Billing	Water Services Technician	0	105	\$ 35,814	\$ 40,112	\$ 50,140	\$ 37,440		-	\$ -	-	\$ 37,440		\$ 37,440	\$ -
Utility Billing	Customer Service Representative	0.5	104	\$ 34,109	\$ 38,202	\$ 47,752	\$ 34,320	1,330	686	\$ 2,016	-	\$ 36,336		\$ 36,336	\$ 2,016
Public Works Admin	Senior Management Assistant	3	107	\$ 39,485	\$ 44,223	\$ 55,279	\$ 60,154		-	\$ -	1,203	\$ 60,154		\$ 60,154	\$ 1,203
Public Works Admin	Director of Public Works & Engineering	0.75	129	\$ 115,504	\$ 129,364	\$ 161,705	\$ 160,000		1,705	\$ 1,705	1,495	\$ 161,705		\$ 161,705	\$ 3,200
Public Works Admin	Field Services Manager	0.25	116	\$ 61,254	\$ 68,605	\$ 85,756	\$ 84,000	-	1,680	\$ 1,680	-	\$ 85,680		\$ 85,680	\$ 1,680
Public Works Admin	Public Works Engineer								-	\$ -	-	\$ -		\$ -	\$ -
Public Works Admin	Capital Projects Engineer								-	\$ -	-	\$ -		\$ -	\$ -

Dept	Primary Title	Yrs in Position	Pay Group	Salary Range			Current Annual Salary	MAG Adjustment	MAG 2%	MAG Total	Retention Bonus	Annual MAG adj Salary	CoH Adj	Annual Adjusted Salary	Total Cost
				Min	Mid	Max									
Public Works Admin	Land Development Engineer								-	\$ -	-	\$ -		\$ -	\$ -
Utilities	Utility Technician	3	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 46,062	-	921	\$ 921	-	\$ 46,983		\$ 46,983	\$ 921
Utilities	Utility Technician	2.5	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 43,919	366	878	\$ 1,244	-	\$ 45,164		\$ 45,164	\$ 1,244
Utilities	Utility Technician	3	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 52,437	-	1,049	\$ 1,049	-	\$ 53,486		\$ 53,486	\$ 1,049
Utilities	Senior Utility Technician	5	111	\$ 47,994	\$ 53,754	\$ 67,192	\$ 63,170	-	1,263	\$ 1,263	-	\$ 64,433		\$ 64,433	\$ 1,263
Utilities	Utility Technician	3.5	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 46,134	-	923	\$ 923	-	\$ 47,057		\$ 47,057	\$ 923
Utilities	Utility Superintendent	4.5	118	\$ 67,533	\$ 75,637	\$ 94,546	\$ 80,817	-	1,616	\$ 1,616	-	\$ 82,433		\$ 82,433	\$ 1,616
Utilities	Utility Technician	5.5	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 53,186	-	1,064	\$ 1,064	-	\$ 54,249		\$ 54,249	\$ 1,064
Utilities	Utility Technician	2	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 43,576	627	872	\$ 1,499	-	\$ 45,075		\$ 45,075	\$ 1,499
Utilities	Utility Technician	4.5	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 48,797	-	976	\$ 976	-	\$ 49,773		\$ 49,773	\$ 976
Utilities	Utility Technician	3.75	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 42,619	2,761	852	\$ 3,613	-	\$ 46,233		\$ 46,233	\$ 3,613
Utilities	Utility Technician	6.75	109	\$ 43,532	\$ 48,756	\$ 60,945	\$ 53,477	-	1,070	\$ 1,070	-	\$ 54,546		\$ 54,546	\$ 1,070
Utility Fund Totals								5,185	19,335	\$ 24,520	\$ 2,698		-		\$ 27,219

- Director comments included
- Current salary is near or above the max shown
- Position was not included in the study
- *Position was classified incorrectly in the study

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-039 approving the 2022 Amended and Restated Interlocal Agreement between Texas State Technical College (TSTC), the City of Hutto, and the Hutto Independent School District (Stacy Schmitt)
Meeting: Thursday, April 21, 2022
Department: City Manager /
Staff Contact: Stacy Schmitt

BACKGROUND INFORMATION:

The interlocal agreement between the Hutto ISD, the City of Hutto, the Hutto Economic Development Corp, and TSTC has been modified in the past year due to a change in legislation that required the Economic Development Corporation to have a separate agreement from the other entities. The agreement between the Hutto EDC and TSTC was executed on 7-13-2021.

The City Council appointed a committee to review and collaborate with TSTC on the interlocal agreement. The committee, Council Member Dan Thornton, Council Member Krystal Kinsey, and Council Member Debbie Holland. The committee met with TSTC leadership to discuss the partnership and tour the East Williamson County Higher Education Center.

SUMMARY OF REQUEST:

The committee is requesting to amend and restate the interlocal agreement, primarily updating the performance standards for the City's portion of the agreement. The committee is also requesting the City develop a payment schedule to bring the payments current.

STAFF REVIEW:

Stacy Schmitt, Angie Rios, Cristian Rosas (Legal)

FINANCIAL IMPACT:

The \$125,000 contribution was not paid in 2019, 2020, and 2021. To get the payments caught up and back on track the entities have agreed to the following payment schedule. If approved, Finance will bring a budget amendment at the next Council meeting.

2022 - \$125,000 + an additional \$75,000 catch up payment
2023 - \$125,000 + an additional \$75,000 catch up payment
2024 - \$125,000 + an additional \$75,000 catch up payment
2025 - \$125,000 + an additional \$75,000 catch up payment

AGENDA ITEM REPORT

11.1.



2026 - \$125,000 + an additional \$75,000 catch up payment
2027 - 2037 - Back on schedule of \$125,000 each year

POLICY IMPLICATIONS:

The interlocal agreement between TSTC, Hutto ISD and the City of Hutto will be amended and restated with the exhibits included for separate performance standards for the school district and the City.

ATTACHMENTS:

1. Performance Agreement HCDC and TSTC Executed 7-13-21

**PERFORMANCE AGREEMENT BETWEEN
THE HUTTO COMMUNITY DEVELOPMENT CORPORATION
AND TEXAS STATE TECHNICAL COLLEGE**

This "Performance Agreement" (the "Agreement") is entered into by and between the Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (the "HCDC") and Texas State Technical College ("TSTC") to replace and restate their respective rights and obligations under a 2011 Interlocal Agreement and subsequent 2019 Interlocal Agreement between the City of Hutto, Texas ("COH"), the HCDC, the Hutto Independent School District ("HISD"), and TSTC (the "Interlocal Agreements"). HCDC and TSTC may be referred to in this Agreement as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the HCDC is a Texas economic development corporation organized and operating pursuant to Texas Local Government Code Chapters 501, 502, 504 and 505 (the "Act") and was authorized to be created by a municipality which had a population of 20,000 or less; and

WHEREAS, TSTC is a Texas public institution of higher education within the meaning of Texas Education Code Section 61.003 offering associate degrees and certificates in technical skills and trades, meeting the City of Hutto, Texas's and the State's evolving workforce needs; and

WHEREAS, the Hutto EDC Type A, COH, HISD and TSTC originally entered into an interlocal agreement in 2011 along with COH and HISD (the "2011 Interlocal") which was effective April 7, 2011 to promote new or expanded business development within the City of Hutto, Texas; and

WHEREAS, Texas State Technical College (TSTC) constructed the first 112,000 square foot educational facility, herein referred to as East Williamson County Higher Education Center (EWCHEC), and in order for TSTC to continue to operate and grow EWCHEC in Hutto, Texas, TSTC as facility owner requires a commitment from the HCDC to contribute to the financing of EWCHEC; and

WHEREAS, the Hutto EDC Type A was unfunded by the outcome of a local election, a 2019 Interlocal replaced the 2011 Interlocal among the four (4) parties (i.e., HCDC, TSTC, COH and HISD), and only HCDC and TSTC now wish to modify and clarify the terms of their rights and obligations under the Interlocal Agreements with respect to each other; and

WHEREAS, HCDC is authorized to enter into this Agreement pursuant to Section 501.101(2)(K) of the Act, as amended, authorizing projects to fund the provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements that are found to be required or suitable for the development, retention, or expansion of primary job training facilities for use by institutions of higher education; and

WHEREAS, HCDC is also authorized to enter into this Agreement pursuant to the provisions of Texas Education Code Section 130.092(f), which provides that an entity created by a political subdivision of the state may, under the terms of a formal agreement, make provisions for adequate physical facilities for use by the East Williamson County Higher Education Center ("EWCHEC") and allows for financing of facilities through a long-term agreement not to exceed forty (40) years; and

WHEREAS, pursuant to Chapter 135 of the Texas Education Code, TSTC works diligently to serve the needs of local industry in training technically skilled workers to grow and contribute to the economic development of the City of Hutto, Texas and the State; and

WHEREAS, the HCDC strongly encourages the continued support and growth of the EWCHEC in Hutto, Texas as a facility for promotion, development and expansion of business enterprises in the City of Hutto, Texas; and;

WHEREAS, the HCDC held a public hearing to establish a project under the Act on November 2, 2020, and its governing body adopted a resolution after two readings authorizing the project on November 5, 2020; and

WHEREAS, TSTC enters into this Agreement to clarify its performance obligations to the HCDC in a manner to satisfy the Act containing TSTC's Performance Standards previously set forth in Exhibit B of the 2019 Interlocal and modified by this Agreement between the Parties.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained herein, and for good and valuable agree as follows:

Section 1: The facts and recitations set forth above are hereby found by the Parties to be true and correct and incorporated by reference as though fully set forth again herein.

Section 2: The HCDC finds that the funding of land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements at the EWCHEC are suitable or required for the promotion of new or expanded business development in the City of Hutto, Texas.

Section 3: TSTC shall provide the CDC a written report by March 31st of each year of this agreement, attested to by a local authorized representative that has the authority to bind TSTC and shall provide annual facility expenditure and debt service payment summary for the previous academic year detailing the date and amount of annual debt service payments to demonstrate that funding provided by this agreement is in compliance with Section 501.101(2)(K) of the Act, as amended.

Section 4: The HCDC, upon receipt of the summary described in Section 3, by March 31st of each year of this agreement, the HCDC shall pay to TSTC one hundred twenty-five thousand dollars (\$125,000) on or before the first day of June of the year the report was submitted. If HCDC does not receive the summary described in Section 3, by March 31st of each year, no payment shall be made for that year of the agreement.

Section 5: General Provisions

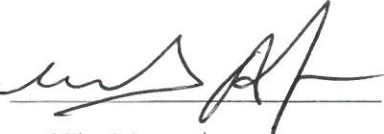
- A. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- B. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes and prior agreements or understandings between the Parties
- C. Applicable Law. This Agreement is made and shall be construed under the laws of the State of Texas, and venue shall lie in state courts located in Williamson County, Texas.

- D. Severability. In the event any provision of this Agreement deemed is illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- E. No Third-Party Beneficiaries. The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the HCDC and TSTC, or any permitted assignees, if any, of the Parties.
- F. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other Party for any purpose whatsoever. Except as otherwise specifically provided herein, no Party shall in any way assume any of the liability of any other for acts of any other Party or obligation of any other Party.
- G. Waiver. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any future breach or any other provision of this Agreement.
- H. Term. This Agreement shall be effective from the last date signed by the Parties through August 30, 2036 or when the facility debt supported by this agreement is paid in full, whichever occurs first.
- I. Nullification of HCDC's obligations under the Interlocal Agreements. TSTC agrees that with the execution of this Performance Agreement, the parties' obligations under the Interlocal Agreements are terminated.
- I. Effective Date. This Agreement becomes effective on the last date signed by the Parties.
- J. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

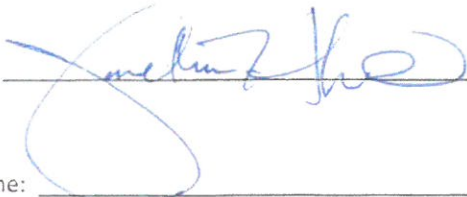
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated below.

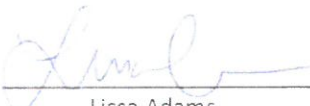
Hutto Community Development Corporation

By: 
Mike Arismendez
Chairman

Texas State Technical College

By: 
Name: _____
Jonathan Hoekstra

Title: Vice Chancellor and Chief Financial Officer

Name: 
Lissa Adams

Title: Provost

Date: 7/13/21

Date: 6/14/2021



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Mr. George Hyde, Esq.
Russell Rodriguez Hyde Bullock, LLP
1633 Williams Drive
Building 2, Suite 200
Georgetown, Texas 78628

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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, April 21, 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: Presentation and Acceptance of Compensation Study (Russell Campbell, MAG Consultant, Irene Talioaga, Matt Wojnowski)
Meeting: Thursday, April 21, 2022
Department: Human Resources /
Staff Contact: Irene Talioaga, Matt Wojnowski

BACKGROUND INFORMATION:

The City of Hutto contracted Management Advisory Group (MAG) to conduct Compensation and Classification Study. The scope included approximately 115 positions in 71 job titles. During the study, MAG captured pay ranges for 26 “benchmark” positions that are common in the market. MAG will present the data and logistics surrounding the work that have been completed including their recommendation.

SUMMARY OF REQUEST:

The City of Hutto Leadership has been working with MAG to review the information they provided. At the April 21, 2022 Council Meeting the Interim City Manager, Isaac Turner will further discuss how this study will affect the employees and their compensation moving forward.

STAFF REVIEW:

FINANCIAL IMPACT:

This will be covered by the Interim City Manager in 10.4 summary.

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Compensation Study Presentation
2. MAG 4 11 22 Compensation Report to the City of Hutto TX

Compensation and Classification Study



April 2022



Study Goals and Objectives

- ✓ Perform a Compensation and Classification study for all City positions.
- ✓ Compare compensation to relevant labor markets/competitors.
- ✓ Ensure that positions performing similar work with essentially the same level of complexity, responsibility, and knowledge are classified together.
- ✓ Develop a competitive classification and compensation structure.
- ✓ Recommend policy changes to support the compensation system.
- ✓ Scope included approximately 115 positions in 71 job titles.



Methodology

- ✓ Captured key employee data;
- ✓ Identified jobs where recruitment and retention are concerns;
- ✓ Conducted interviews with top management and selected staff;
- ✓ Gathered salary and compensation data from competitor organizations;
- ✓ Reviewed job questionnaire data from employees;
- ✓ Recommended changes to support a competitive compensation system; and
- ✓ Developed implementation/transition costs.





Targeted Survey Agencies

Williamson County, TX

Hutto ISD

Belton, TX

Cedar Park, TX

Georgetown, TX

Kyle, TX

Leander, TX

Pflugerville, TX

Round Rock, TX

Austin, TX

Taylor, TX

Manor, TX

Harker Heights, TX

Onet Online (DOL), for
private sector data



Market Survey Results

- ✓ MAG captured pay ranges for 26 “benchmark” positions (common in the market). Comparison was challenging since the City has not used ranges. Rather, most positions have a single salary assigned.
- ✓ Overall, the most relevant comparison is to the midpoints, which shows an overall “lag” to others.
- ✓ Actual salaries assigned to City positions are, for the most part, competitive compared to the recommended pay ranges.
- ✓ Overall, range widths in the market are 40%, so the structure was set at 40% from minimum to maximum.
- ✓ Nine incumbents need adjustments to the minimums.



Proposed Compensation & Classification System Design

- ✓ Unified Plan created for all City position titles
 - ✓ 71 job titles
 - ✓ Open ranges with minimum, midpoint, & maximum
 - ✓ 35 grade levels (101 to 135)
 - ✓ Range Widths: 40% from minimum to maximum
- ✓ A 2% across the board is applied first to all positions (unless over the maximum).



Estimated Annualized Costs

115 Positions in 71 Titles	Annualized Costs
Flat 2% Adjustment (113)	\$ 145,638
Adjustment to Minimums (9)	\$ 37,086
Employee Equity Adjustments (13)	\$ 32,472
Total Annualized Adjustments	\$ 215,197
Changes in Total Payroll for Included Positions	2.71%



Recommendations on Compensation Policies

- ✓ MAG has provided recommended personnel policies for:
 - ✓ Reclassification
 - ✓ Promotion
 - ✓ Lateral Transfer
 - ✓ Demotion
 - ✓ Temporary Assignment
 - ✓ Hiring
 - ✓ Addressing Employees who “Max Out”
- ✓ The suggested policies reflect best practices in the field of HR.



Financial & Organizational Impact

- ✓ Total Annualized Cost to Implement the Study:
- ✓ \$ 215,197, or 2.71% of payroll
- ✓ Competitive starting salaries for all positions, including public safety positions
- ✓ Recommendations support City's goal of being an Employer of Choice



Classification and Compensation Study



April 2022



Donald C. Long, Ph.D.
2992 Reidville Road
Spartanburg, SC 29301
703-590-7250 – phone
don@maginc.org



MANAGEMENT ADVISORY GROUP INTL., INC.

MANAGEMENT CONSULTING SERVICES

April 11, 2022

Irene Talioaga
HR Director
City of Hutto, TX
Office: (512) 759-4053
Irene.Talioaga@Huttotx.gov

Dear Irene,

Management Advisory Group International, Inc. (MAG) is pleased to present this *Classification and Compensation Study Report* to the City of Hutto. We would ask you and top staff to review the report and MAG's compensation and classification recommendations. This report has been developed based on job analysis of included classifications (internal relationships) and market analysis (external competitiveness). The report is organized into the following Sections:

- Section 1: Compensation Philosophy
- Section 2: Introduction and Approach
- Section 3: Selected Compensation Policies
- Section 4: Current/Original Pay Structure and Plans
- Section 5: Salary Survey Summary
- Section 6: Proposed Pay Structure and Plan
- Section 7: Alphabetical Class List
- Section 8: Class Comparison List
- Section 9: Implementation Approach
- Section 10: Implementation Cost Detail

MAG would like to express our thanks to all employees and staff who have participated in this important project. We look forward to your questions and input concerning the proposed plan. Please feel free to contact us at (703) 590-7250 as needed.

Sincerely,

Donald C. Long, Ph.D.
President, Management Advisory Group International, Inc.
2992 Reidville Road
Spartanburg, SC 29301
Phone: (703) 590-7250
Email: don@maginc.org

City of Hutto, TX
Classification & Compensation Study

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Transmittal Letter

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SECTION 1.0

Proposed Compensation Philosophy

1.0 Proposed Compensation Philosophy for the City of Hutto

The City of Portland strives to provide exemplary service to the community by being a model for 21st Century government.

Recognizing the importance of our workforce of dedicated and talented professional staff, we are committed to promoting organizational and community values that include: **exceptional service to the public; consistent and excellent performance; innovation; good fiscal, social, and environmental stewardship; and ethical behavior.**

To achieve and maintain our high standards of service and performance, the City must continue to attract and retain well-qualified staff who exemplify the organization's values. A public service environment that is attractive to such individuals depends upon many factors, including pride, teamwork, a competitive compensation program, and non-monetary benefits such as recognition in the workplace for accomplishments, professional development and opportunities for promotion and a positive work environment.

The City is committed to being an "employer of choice" as part of an overall strategy of attracting and retaining talent that will uphold the City's organizational values.

The compensation program is committed to retaining and attracting high-skilled, high-performing staff capable of delivering the highest standards of public service to our community. The City expects all staff to consistently perform to those high standards in their work performance, customer service, ethics and passion for public service.

The City strives to administer pay and benefits in a way that is fair and transparent to all, that provides equal pay for equal work, and that does not take into consideration race, ethnicity, religion, sex, gender, sexual orientation, gender identity or expression, or other factors unrelated to work performance.

In order to provide competitive, sustainable, and responsible compensation, the City will consider the following:

Total compensation which consists of but is not limited to: direct compensation, e.g. salary; and indirect compensation such as health insurance, retirement, professional development and time-off benefits.

In evaluating competitive compensation, the City will consider:

- A. Financial sustainability as reflected by the City's financial forecasts and revenue projections, competing service priorities, long-term liabilities, capital improvement and other asset requirements, and fund reserve levels.
- B. The "relevant labor market" which may vary depending upon classification but is primarily defined by geographic region (predominately local and/or state-wide) and key markets (municipal and other government agencies) and if applicable, private sector when readily available and effectively comparable.
- C. "Internal Relationships" referring to the relative value of classifications to one another as determined by the City. The City will compare responsibilities, skill level, knowledge, ability and judgment to determine similarity, and evaluate the equity of pay differentials.
- D. Other relevant factors may include unforeseen economic, regulatory or service changes.
- E. We seek transparency with the community, recognizing that taxpayers and ratepayers ultimately fund all employee compensation and deserve commensurate value from all those who work for the City. This includes not only disclosure of the components of workforce compensation, but adequate advance notice of material policy changes in order to participate effectively in decision-making that affects the City's finances.

Ideally, every five years, the City will evaluate its compensation structure, programs and policies to assess market competitiveness, effectiveness and compliance with applicable State and federal law. This is with the understanding that more frequent adjustments to the compensation structure may be needed as a result of intermittent evaluations or other factors already cited. This will be accomplished by working with City human resources staff to fairly apportion compensation and benefits, utilizing all the resources and tools available to the City.

SECTION 2.0

Introduction and Methodology

2.0 Introduction & Methodology

Introduction

The City of Hutto, TX contracted with Management Advisory Group International, Inc. (MAG) to conduct a compensation review and assessment of jobs study for current City classifications. This report presents the findings and recommendations of the study. MAG's findings and recommendations are based on:

- market review;
- current organizational structure;
- discussions with human resources professionals and management;
- job analysis based on current class/job descriptions and completion of Job Analysis Questionnaires by incumbent employees;
- internal equity and external competitiveness considerations.

The goal of the City for this project was to provide the foundation for an appropriate classification and compensation system and pay plan based on current compensation levels for similar public sector employers, municipalities, and local market competitors. In response, MAG has developed a proposed pay plan and developed salary adjustment recommendations for current incumbents in included City of Hutto classifications.

Project Focus

The objectives of the study were to:

- Conduct a review of included City job titles;
- Review salary and compensation information from similar/competitor organizations;
- Develop a revised classification plan; and,
- Develop a revised compensation and pay plan;
- Provide options for the City's consideration to find a reasonable and cost-effective way to transition to the new plan(s).

A list of project tasks and activities is indicated below by Exhibit 2-1.



**EXHIBIT 2-1
CITY OF HUTTO
PROJECT TASKS**

Project Initiation – Developed project proposal, work plan and timeline. Discussed with City administration and revised project work plan.

Initial Meetings – Met with City Human Resources administration and City leadership to clearly define the scope, goal(s), and objective(s) for the proposed study.

Developed Comprehensive Market Survey – MAG developed a market survey document for target agencies. Reviewed/evaluated class/job descriptions for included classifications to gather job specific information on scope/level of duties/responsibilities and essential job attributes.

Reviewed Job Analysis Questionnaires – Reviewed/evaluated current job duties provided by over 200 employees in the online Job Analysis Questionnaire for included classifications.

Reviewed market information – Reviewed market data from target organizations for selected City benchmark classifications.

Conducted Job Analysis – Analyzed jobs and created profiles based on information in current class/job descriptions and the data in the Job Analysis Questionnaires.

Developed Revised Pay Plan – Developed a preliminary proposed pay plan based on the results of the market information, job analysis profiles and internal/external equity considerations.

Developed Salary Adjustment Recommendations – Developed salary adjustment recommendations for all included City classifications based on the revised pay plan(s) and employee classification, longevity in current positions and current salary.

Developed & Submitted Draft Report – Developed and submitted a Draft Report for City review integrating the job analysis, proposed pay and classification plan, market information, and implementation recommendations.

Revised Draft Report – Incorporate the City’s technical review of materials.

Develop & Submit Final Report – Submit a Final Report upon final review at a date to be determined.

Approach Overview

The study methodology included:

- collection of current personnel, human resources and organizational background information;
- review/analysis of current class/job descriptions;
- identification of classification benchmarks;
- conduct a market review of the City's market position;
- monitoring of Job Analysis Questionnaires completed by employees;
- review of the job data provided by employees; and,
- analysis with recommendations concerning the relative ranking of included City Government positions to develop a classification plan that will ensure internal equity.

Initial Meetings and Orientation

Upon agreement to proceed, the project team met with Human Resources staff to discuss the study's objectives, along with the strengths and needs of the current organizational compensation management systems. City management provided input regarding the City's preferences and needs of the systems to be developed. MAG's representatives requested documentation about current compensation and classification programs, met with HR management to discuss these systems, and developed an understanding of concerns to be addressed.

The study results and outcomes are not the result of decisions made in isolation by the consultant but are the result of the consultants working to order responsibilities of the work into a compensation and classification plan that serves as a starting point for making current and future compensation and classification decisions.

Market Review

The City employs a wide range of jobs that contain a mix of work responsibilities found in both the public and private sectors. The Market Review reflected the variety of duties and responsibilities in which City Government employees engage.

In establishing a competitive market for the employees of the City of Hutto, and to enable the City to support growth, recruitment and retention in the exciting years ahead, MAG developed a list of target organizations to be reviewed.

Organizations typically included as competitors in a market review are those that are:

- competing with City Government for employees, for either lower level or higher-level positions;
- geographically situated in such a fashion as to almost automatically be considered a competitor;
- structured similarly to the City, or providing similar types of services;
- attractive to highly valued employees for one reason or another; and,
- within a reasonable commuting distance.

Organizations surveyed and reviewed included:

Williamson County, TX

Hutto ISD

Belton, TX

Cedar Park, TX

Georgetown, TX

Kyle, TX

Leander, TX

Pflugerville, TX

Round Rock, TX

Austin, TX

Taylor, TX

Manor, TX

Harker Heights, TX

Onet Online, a source for private sector data, published by the US Department of Labor.

Proposed Pay Plans

Specific details of the plans are provided in report tables starting in section 6.0. The proposed pay plan puts employees into a Unified range plan for general employees. Employees performing the same duties were placed in the same class and pay grade, regardless of the number of hours (PT/FT).

Implementation Costs

MAG's implementation options and recommendations consider the following:

- Current salary;
- Current job title; and
- Longevity within the current position.

If the employee's current salary exceeds the target salary, then the calculations did not provide any further adjustment. No employee is recommended for any decrease in salary, even if the current salary substantially exceeds the target salary.

MAG does recommend that any employee whose current salary exceeds the target salary should continue to advance through the ranges until they reach the range maximum.

No employee should receive any additional salary adjustments once their salary has reached the maximum of the range. The recommendation is to freeze the salary until market data supports an increase in pay range maximum. Progressive governments often coordinate with MAG on an annual basis to refresh their market competitive position to ensure that they do not "lose ground" from a compensation perspective.

Pay Plan Structure

MAG has established a Unified pay plan structure for all included positions within the scope of the study. It provides for ranges of approximately 50% from minimum to maximum. There is 5% between each pay grade. The structure recommended is transparent, permits employees to have a perspective that provides some security, but it still wholly dependent on the City's ability to fund future structure adjustments.

Plan Implementation

MAG recommends that the new compensation structure go into effect as soon as feasible along with the recommended salary adjustments. The initial calculations reflect the optimal implementation plan. The first action is to provide an across the board amount to eligible employees, then to bring employees at least to the minimum of the recommended pay range. An additional action of providing "equity" adjustments, based on time in position, is also noted. If this level of funding is not practical, MAG can work with Administration to identify more affordable options for implementation. The total costs are noted in sections 9.0 (indicates costs per job title or classification) and 10.0 (indicates detail of implementation by employee).

Salary Compression

Salary compression, also known as wage or pay compression, is pay differential that results from various causes, but that is often deemed as unfair or unequal by members of the workforce within the organization. It is an issue that many management and human resources professionals deal with on a regular basis. There are numerous reasons for these kinds of differentials that occur, and they often seem justified in the outset. However, over time, wage compression can lead to low morale and hurt feelings within the ranks of previously loyal employees.

Examples of Salary Compression

Salary compression is not a new concept. For example, it's a common practice for an organization to offer a higher starting salary to sought after employees who may be seen as "rock stars" or as someone who has a great deal to offer the organization. Higher pay is used as an incentive to lure the candidate. It is also seen when viewing fixed salaried professionals like managers and supervisors versus hourly employees who are eligible for perks like shift differentials and overtime pay. Sometimes pay inequities occur after a consolidation of two or more functional areas that were run very differently from one another previously. Wage compression can also occur in an organization with a large percentage of low wage earners when the low wage rates are increased; as new hires come on, they are earning the same amount as those who may have been with the organization for years.

Impact of Wage Compression

Impacts of wage compression can be seen on a one to one level or across entire organizations. Those whose pay is compressed, or who are receiving less money, are likely to be affected by low morale. They may feel discouraged, naturally. It doesn't make sense to continue working just as hard when their efforts are not perceived as being compensated.

This can lead to a more noticeable problem of poor performance in employees, which hurts the bottom line and ultimately affects everyone. There may also be retention issues related to salary compression. Those who feel slighted are more likely to look for alternate employment. High turnover rates are costly to any organization.

It may also be harder to recruit from within for higher level positions if employees see no economic benefit in accepting the added responsibility and work of a promotion.

Purpose of the Implementation Plan:

The foundation of the implementation calculation is one that is forward looking and does not look back on how current salaries came about. Transition to a new plan is not meant to change every pay decision, promotion or other legal changes in salary that have occurred over the tenure of the employee; nor is it meant to pretend the new pay structure should be retroactive in concept to the day an employee was hired.

To the extent that any uniform formula may result in unintended consequences, there may be isolated instances where administrative adjustments would be needed in order to address an inequity that is not readily apparent. This is not intended to address internal inequities, perceived by employees, that might result from previous pay structures or previous pay decisions. MAG assumes that all previous salary changes were based on information that was considered valid and appropriate at the time the decision was made.

SECTION 3.0
Selected Compensation Policy Recommendations

3.0 – Selected Compensation Policies

As part of the overall study, Management Advisory Group typically offers observations and recommendations regarding best practices in compensation policies. These observations are not meant to replace existing policies, but to provide a fresh look and compare the City's compensation policies against "best practices". An objective statement of compensation policies also includes the expressed outcome to attract, reward, and retain qualified employees who can help the City achieve its mission. In support of the vision statement, MAG observations may assist the City as it strives to provide a total compensation program that enables the City to:

- attract and retain a high-quality and diverse workforce;
- reward and retain qualified employees;
- provide a fair and consistent framework for assigning jobs;
- maintain salary structures at market competitive levels;
- ensure fair and consistent pay practices;
- comply with applicable laws and regulations; and,
- operate within the constraints of fiscal resources;
- be an employer that inspires excellence.

As an employer, the City embraces a fair and equitable compensation plan to support achievement of the following goals.

1. The City strives to provide a total compensation program that is fiscally sound, equitable and competitive in the defined marketplace.
2. Both benchmarking of select classifications and consideration of the job profile is used as a best practice for compensation of similar positions.
3. Competitive ranges are established for all positions to provide the flexibility needed to adapt to market changes, maintain internal equity and address needs of the City that will ensure a high level of service to the residents of the City.
4. Starting pay for new employees is based upon education and work experience related to positional requirements as well as market conditions.
5. Pay adjustments, other than allowances and supplements, are provided to employees when appropriate to address equity, market responsiveness, and consistency in the administration of the City's compensation program.
6. Employees are eligible for pay increases resulting from true promotions and reclassifications.

3.0 City of Hutto, TX

7. Part-time/temporary employees may not be eligible for the same benefits as full-time employees.
8. Fair Labor Standards requirements will be applied fairly and consistently to applicable positions.
9. Benefit plans and other non-cash compensation plans are reviewed periodically for competitiveness, cost effectiveness, and their value to employees and the City.
10. Pay ranges for the City job groups are reviewed as needed or required by collective bargaining agreements, but not less than every five years.

Compensation Policies:

The following recommendations cover recommendations for both the implementation of the plan, as well as, the on-going administration of the plan.

Numerous opportunities exist for varied work experiences and career advancement within the City. The following outlines how associated pay changes can be administered based on the category of change. All final decisions on the administration of pay are subject to approval by the City Council. In all instances of employee/job reassignment, the employee would be placed in the range, not to exceed the maximum of the range unless specifically stated. Unless otherwise stated, any change in pay would be effective with the next full pay period.

A. Reclassification

1. When a job has been reclassified to a higher pay grade, the employee's salary shall increase at least 5% in the new pay grade that includes the new salary but is not more than the maximum salary of the new pay grade.

If the reclassification results in an upgrade of one pay grade, the employee's pay will be moved upward by 5%. An upgrade of two or more pay grades will increase the employee's pay by an additional 2.5% increase for each additional pay grade, up to a maximum of 15%. Any increase of more than 10% would require documentation by the department or agency and a supporting recommendation from Human Resources.

For general reclassifications done as a result of an internal or external compensation study, or as a result of a normal budget process review, if the employee has been in the position since on, or before, the first day of the fiscal year, the effective date of any approved change will be the first day of the fiscal year, or the effective date of implementation as approved by the City Council.

Otherwise, for an individual reclassification, done outside the normal budget cycle, the effective date of the pay increase will be consistent with the next full pay period.

Reclassification or changes in pay grade, whether resulting from an internal or external compensation study or individual change in pay grade, shall ***not be*** retroactive with respect to calculating the new salary.

Internal Equity Adjustments as a result of the implementation of a system-wide study shall not be subject to the same guidelines as the “Reclassification” guideline. Internal Equity Adjustments can be the result of the application of a formula, applied to all positions in the same pay plan, and are done to ensure that employees’ salaries are internally equitable and are not done to reflect an individual “job audit” of a single member incumbent.

Internal Equity Adjustments are also not tied to performance measures. ***The leadership may determine an Internal Equity Adjustment strategy that is separate and apart from the guidelines that cover reclassification.***

Internal Equity Adjustments, resulting from an internal or external comprehensive review, can be to a higher, or lower, pay grade and are not considered a reclassification, promotion or demotion.

2. When a job has been reclassified to a lower pay grade, the affected employee(s) shall have their pay grade adjusted accordingly. The effective date will be the day following the Council adoption date and the change will be reflected in the next full pay period.

If, after the pay grade adjustment, the employee(s) salary is greater than the maximum salary of the new pay range, the employee will continue to be paid at the higher rate of pay, the salary would be “frozen” and the employee is typically ineligible for any pay adjustment until the range “catches up” with the salary and allows for movement.

B. Promotion

1. When an employee is promoted, as a result of a job change or job progression, to a higher pay grade position, within the same, or to a different, salary schedule, the salary placement within the new pay grade shall be determined as follows: *apply 5% on the salary of the previous grade/schedule and salary for promotions of one pay grade, and an additional 2.5% for each additional pay grade up to a maximum of 15%.* The resulting pay will be no less than the minimum of the new pay grade and

no less than a 5% salary increase, but not more than the maximum salary of the assigned pay grade. The effective date will be the day of approval.

2. There may be times when the uniqueness of an individual job and level or necessary skills required by the City, and not just possessed by the incumbent, may require a higher salary schedule placement than stipulated in this section. Under such circumstances, the City Manager *may approve a higher salary placement within the assigned pay grade.*

C. Lateral Transfer

A lateral transfer occurs when an employee is transferred from one job class to another in the same pay grade. When there is no change in pay grade there shall be no adjustment in base salary. A lateral transfer is not considered a reclassification or a promotion.

Temporary Assignment(s)

1. “Acting” or temporary assignment(s) occurs when the City recognizes a critical job assignment need that must be met and cannot be met through the normal recruitment process. This can occur when an unexpected vacancy occurs; when a mission critical job cannot be filled in a timely fashion; or when a mission objective changes abruptly and requires an immediate action.
2. Temporary or “acting” assignment(s) would be anticipated to last more than 30 days, but less than 6 months. A temporary or “acting” assignment is to fill a vacancy and not to assume the duties of another employee who is on approved leave, i.e. vacation, holiday, medical, or other short-term absence(s).
3. If the position assigned is lower in pay grade (or substantially equivalent pay range) this would not result in a lower salary for the assigned employee even if the employee’s salary exceeded the maximum of the new pay range.
4. If the position assigned is higher in pay grade and extends beyond 30 days, but less than 6 months, there should be a 5% “temporary assignment” pay adjustment for the first pay grade and 2.5% for each additional pay grade to a maximum of 15% or the minimum of the grade, whichever is higher. The employee’s salary shall not exceed the maximum of the assigned range. Employees receiving temporary assignment pay shall sign an agreement acknowledging the understanding that they are receiving “Temporary Assignment Pay” and also acknowledging that when the temporary assignment ends, the “assignment pay” will also end.

D. Hiring

1. The hire rate for a new employee with no equivalent and/or relevant level experience is typically the minimum of the salary range to which the job classification is assigned.
2. New hiring rates (or re-hires) for employees may consider directly relevant experience and/or experience that can be verified by the Human Resources Department. *Employees who have left the City and have been officially terminated will be re-hired using this formula and will not be rehired at the previous salary.* Re-hires who have left the City's employ will be considered using the same formula as new hires.
3. Internal Equity is an equally important consideration in filling a vacant position. Before a salary offer is made, Human Resources will also consider the current salaries, level of education, relevant licenses/certifications and length of service in the same/similar job class or classes of current incumbents. It is the policy of the City to make every effort to avoid inverted salary relationships by bringing in newly hired employees at a salary that exceeds the current salaries of comparably placed existing employees in the same/similar job class.
4. The Human Resources department may additionally consider a higher salary offer if the open position is determined to be a "hard to fill" position.

"Hard to fill" positions will be determined by the Human Resources Department and will be based on the length of time the position has remained unfilled, the difficulty to recruit, the "mission critical" nature of the work and the market conditions of the position, at the time of a vacancy.

5. Hiring Range is typically considered that span in salary between the minimum of the range and the market point for most positions. For Directorships or Assistant Director level positions, the qualifications of the applicant and/or the needs of the City should include the discretion to hire anywhere within the range. However, consideration should still be given to existing salaries of other employees who are in directly comparable leadership positions.

E. Maximum of the Range

Ranges are established to reflect the market value of a given job profile and not an incumbent. Once an employee reaches the maximum of his/her assigned range, the salary is frozen, and the employee is not eligible for any additional compensation unless there is a range movement that would result in a higher maximum.

G. Salary Adjustment for Department Directors

There should be some flexibility for making salary adjustments for Departmental Directors beyond an annual increase, when it is based on exceptional performance. The salaries of other substantially equivalent employees should also be given consideration to not create undue inequity in the salary relationships between and among comparable levels of peers.

Future Salary Adjustment Recommendations

The cost to implement and maintain the compensation system should be driven by changes in the labor market and/or internal relationships and should be applied globally to the system, which, in turn, adjusts each salary range. Compensation systems that are well maintained address *two primary issues* on an annual basis:

- the cost to maintain competitiveness within the system; and
- the cost to adjust individual salaries.

From time to time, the City may determine the need to adjust pay grades/ranges based on some factor, such as the Employment Cost Index (ECI) to maintain competitiveness at salary range minimums and hiring rates, as well as accommodate current incumbent pay progression within the grades. Ideally, funding permitting, the City should conduct a salary/market review periodically to assess market conditions and ensure a competitive posture in personnel recruitment and retention. At this time, a more detailed comparison to the external market, as well as, to immediate competitors can be made using a comprehensive methodology such as that used in this review.

Proposed Compensation Plan

Regardless of an organization's philosophy concerning advancement opportunities afforded to employees, it is essential that movements in the economy, and more specifically, the labor market in which the City competes, be addressed at the system level. Accordingly, salary administration procedures should take their priority based on funding levels and the City's philosophies on pay.

Placement of Employees Within the New Proposed Ranges

For employees whose current salary level is below the minimum level in the assigned range, the salary level would be the minimum in the range.

For employees with current salary levels exceeding the maximum level in the assigned range, the salary would be frozen at that level, and the employee would be ineligible for any merit or cost of living increases until the range is adjusted to allow movement.

The placement of employees within the newly proposed salary plan is based on a formula designed to address internal equity. *No salary for any employee is recommended for reduction.* Each employee has a calculated target salary and is then recommended for placement within the range.

Proposed Compensation Under the New Plan

The Classification Manager[®] software has established a target salary for each employee by first calculating the cost to raise the incumbent to the minimum of the new range (if appropriate). A formula is then applied that calculates a target salary for the employee based on the total days of service in his/her proposed job class. This calculation is based on the number of days in the “Years to Maximum” and the difference between the range minimum and maximum, in dollars.

Plan Implementation

MAG recognizes that implementation of the new or revised compensation and classification programs must consider the financial disposition, current salary levels, and other variables unique to the City. Only after all these factors are considered, can a feasible implementation program be designed. MAG has worked to provide an implementation plan that will address the current inequities and will provide a framework for external competitiveness.

It is especially important that during the current economic times that the City retain its highly qualified work force by providing a fair, and competitive, compensation program. Additionally, it is equally important, that the City does not overpay for positions. The proposed implementation plan carefully balances these two important considerations.

SECTION 4.0

Current or Original Pay Structures/Plans

Original Pay Plan - Hutto, TX

Annual Duty Days - 260 Annual Hours - 2080

Pay Plan

Original Class		Min	Mid	Max	%Range	%Below	%Above
Grade					0.00%	0.00%	0.00%
City Manager	C004						
Mayor	M002						
Municipal Judge	M003						
Prosecutor	P008						

4 Unique Class Titles

Original Pay Plan - Hutto, TX

Annual Duty Days - 260

Annual Hours - 2080

Pay Plan **Gen**

Original Class		Min	Mid	Max	%Range	%Below	%Above
Grade					0.00%	0.00%	0.00%
Grade C017		\$29,000	\$29,060	\$29,120	0.41%	0.21%	0.21%
Circulation Clerk I	C017	\$29,000	\$29,060	\$29,120			
Grade S006		\$31,970	\$31,970	\$31,970	0.00%	0.00%	0.00%
Street & Drainage Maintenance Technician II	S006	\$31,970	\$31,970	\$31,970			
Grade S009		\$33,280	\$33,280	\$33,280	0.00%	0.00%	0.00%
Streets & Drainage Tech II	S009	\$33,280	\$33,280	\$33,280			
Grade C016		\$32,136	\$33,507	\$34,878	8.53%	4.27%	4.09%
Customer Service Representative	C016	\$32,136	\$33,507	\$34,878			
Grade L001		\$36,057	\$36,057	\$36,057	0.00%	0.00%	0.00%
Library Assistant Full Time	L001	\$36,057	\$36,057	\$36,057			
Grade G002		\$33,100	\$36,464	\$39,827	20.32%	10.16%	9.22%
Groundskeeper	G002	\$33,100	\$36,464	\$39,827			
Grade P009		\$39,645	\$39,645	\$39,645	0.00%	0.00%	0.00%
Public Information & Law Enforcement Specialist	P009	\$39,645	\$39,645	\$39,645			
Grade A004		\$40,000	\$40,000	\$40,000	0.00%	0.00%	0.00%
Animal Control Officer	A004	\$40,000	\$40,000	\$40,000			
Grade C018		\$41,000	\$41,000	\$41,000	0.00%	0.00%	0.00%
Code Enforcement Officer	C018	\$41,000	\$41,000	\$41,000			
Grade S008		\$41,600	\$41,600	\$41,600	0.00%	0.00%	0.00%
Streets & Drainage Foreman- Salary	S008	\$41,600	\$41,600	\$41,600			
Grade P001		\$41,884	\$41,884	\$41,884	0.00%	0.00%	0.00%
Parks Crew Leader	P001	\$41,884	\$41,884	\$41,884			
Grade W001		\$42,203	\$42,203	\$42,203	0.00%	0.00%	0.00%
Water Services Technician	W001	\$42,203	\$42,203	\$42,203			
Grade I002		\$42,848	\$42,848	\$42,848	0.00%	0.00%	0.00%
IT Technician I	I002	\$42,848	\$42,848	\$42,848			
Sr Code Enforcement Officer	C006	\$42,848	\$42,848	\$42,848			
Grade M001		\$43,919	\$43,919	\$43,919	0.00%	0.00%	0.00%
Management Assistant	M001	\$43,919	\$43,919	\$43,919			
Grade U003		\$41,777	\$47,627	\$53,477	28.01%	14.00%	12.28%
Utility Technician	U003	\$41,777	\$47,627	\$53,477			
Grade S003		\$48,097	\$48,097	\$48,097	0.00%	0.00%	0.00%
Senior Deputy Court Clerk	S003	\$48,097	\$48,097	\$48,097			
Grade P007		\$50,000	\$50,000	\$50,000	0.00%	0.00%	0.00%
Programs & Events Specialist	P007	\$50,000	\$50,000	\$50,000			
Grade S002		\$52,998	\$52,998	\$52,998	0.00%	0.00%	0.00%
Senior Animal Control Officer	S002	\$52,998	\$52,998	\$52,998			
Grade B001		\$55,016	\$55,016	\$55,016	0.00%	0.00%	0.00%
Building Inspector	B001	\$55,016	\$55,016	\$55,016			
Grade A003		\$58,000	\$58,000	\$58,000	0.00%	0.00%	0.00%
Assistant City Secretary	A003	\$58,000	\$58,000	\$58,000			
Grade S005		\$58,380	\$58,380	\$58,380	0.00%	0.00%	0.00%
Sr. Management Assistant	S005	\$58,380	\$58,380	\$58,380			
Grade C010		\$53,560	\$58,584	\$63,608	18.76%	9.38%	8.58%
Construction Inspector	C010	\$53,560	\$58,584	\$63,608			

Original Pay Plan - Hutto, TX

Annual Duty Days - 260 Annual Hours - 2080

Pay Plan Gen

Original Class		Min	Mid	Max	%Range	%Below	%Above
Grade	U001	\$58,723	\$58,723	\$58,723	0.00%	0.00%	0.00%
Utility Meter Sup.	U001	\$58,723	\$58,723	\$58,723			
Grade	P006	\$59,883	\$59,883	\$59,883	0.00%	0.00%	0.00%
Professional Standards Officer	P006	\$59,883	\$59,883	\$59,883			
Grade	L002	\$60,000	\$60,000	\$60,000	0.00%	0.00%	0.00%
Library Manager	L002	\$60,000	\$60,000	\$60,000			
Grade	C012	\$58,530	\$60,212	\$61,894	5.75%	2.87%	2.79%
Crew Leader	C012	\$58,530	\$60,212	\$61,894			
Grade	G001	\$60,584	\$60,584	\$60,584	0.00%	0.00%	0.00%
GIS Analyst - Salary	G001	\$60,584	\$60,584	\$60,584			
Grade	F003	\$61,002	\$61,002	\$61,002	0.00%	0.00%	0.00%
Fleet Mgr - Salaried	F003	\$61,002	\$61,002	\$61,002			
Grade	S004	\$61,339	\$61,339	\$61,339	0.00%	0.00%	0.00%
Senior Utility Technician	S004	\$61,339	\$61,339	\$61,339			
Grade	H002	\$62,400	\$62,400	\$62,400	0.00%	0.00%	0.00%
HR Generalist	H002	\$62,400	\$62,400	\$62,400			
Grade	C011	\$62,923	\$62,923	\$62,923	0.00%	0.00%	0.00%
Court Administrator	C011	\$62,923	\$62,923	\$62,923			
Grade	D001	\$64,890	\$64,890	\$64,890	0.00%	0.00%	0.00%
Deputy Building Official	D001	\$64,890	\$64,890	\$64,890			
Grade	I001	\$67,287	\$67,287	\$67,287	0.00%	0.00%	0.00%
IT Manager	I001	\$67,287	\$67,287	\$67,287			
Grade	M004	\$69,992	\$69,992	\$69,992	0.00%	0.00%	0.00%
Multi Media Marketing Specialist	M004	\$69,992	\$69,992	\$69,992			
Grade	D003	\$70,828	\$70,828	\$70,828	0.00%	0.00%	0.00%
Development Coordinator - Salaried	D003	\$70,828	\$70,828	\$70,828			
Grade	C013	\$71,531	\$71,531	\$71,531	0.00%	0.00%	0.00%
Crime Scene/Evidence Tech.	C013	\$71,531	\$71,531	\$71,531			
Grade	P005	\$72,092	\$72,092	\$72,092	0.00%	0.00%	0.00%
Parks Superintndent	P010	\$72,092	\$72,092	\$72,092			
Payroll Specialist	P005	\$72,092	\$72,092	\$72,092			
Grade	C019	\$72,800	\$72,800	\$72,800	0.00%	0.00%	0.00%
		\$72,800	\$72,800	\$72,800			
Grade	S001	\$74,000	\$74,131	\$74,263	0.36%	0.18%	0.18%
Senior Accountant	S001	\$74,000	\$74,131	\$74,263			
Grade	C009	\$74,589	\$74,589	\$74,589	0.00%	0.00%	0.00%
Community Resource Officer	C009	\$74,589	\$74,589	\$74,589			
Grade	F005	\$76,500	\$76,500	\$76,500	0.00%	0.00%	0.00%
Financial Analyst	F005	\$76,500	\$76,500	\$76,500			
Grade	C008	\$77,250	\$77,250	\$77,250	0.00%	0.00%	0.00%
Community Relations & Services Manager	C008	\$77,250	\$77,250	\$77,250			
Grade	D006	\$77,750	\$77,750	\$77,750	0.00%	0.00%	0.00%
Development Manager	D006	\$77,750	\$77,750	\$77,750			
Grade	H001	\$78,000	\$78,000	\$78,000	0.00%	0.00%	0.00%
HR Coordinator	H001	\$78,000	\$78,000	\$78,000			
Grade	S007	\$73,340	\$78,665	\$83,990	14.52%	7.26%	6.77%
Street Crimes Sergeant	S007	\$73,340	\$78,665	\$83,990			

Original Pay Plan - Hutto, TX

Annual Duty Days - 260 Annual Hours - 2080

Pay Plan Gen

Original Class			Min	Mid	Max	%Range	%Below	%Above
Grade	C007		\$80,000	\$80,000	\$80,000	0.00%	0.00%	0.00%
Communications Manager		C007	\$80,000	\$80,000	\$80,000			
Grade	U002		\$80,817	\$80,817	\$80,817	0.00%	0.00%	0.00%
Utility Superintendent		U002	\$80,817	\$80,817	\$80,817			
Grade	F004		\$84,000	\$84,000	\$84,000	0.00%	0.00%	0.00%
Field Services Manager		F004	\$84,000	\$84,000	\$84,000			
Grade	C003		\$86,000	\$86,000	\$86,000	0.00%	0.00%	0.00%
City Engineer		C003	\$86,000	\$86,000	\$86,000			
Grade	F001		\$87,550	\$87,550	\$87,550	0.00%	0.00%	0.00%
Facilities Maintenance Manager		F001	\$87,550	\$87,550	\$87,550			
Grade	P011		\$88,000	\$88,000	\$88,000	0.00%	0.00%	0.00%
Purchasing Manager		P011	\$88,000	\$88,000	\$88,000			
Grade	E001		\$96,408	\$96,408	\$96,408	0.00%	0.00%	0.00%
Executive Assistant		E001	\$96,408	\$96,408	\$96,408			
Grade	C005		\$97,629	\$97,629	\$97,629	0.00%	0.00%	0.00%
City Secretary		C005	\$97,629	\$97,629	\$97,629			
Grade	A001		\$112,507	\$112,507	\$112,507	0.00%	0.00%	0.00%
Assistant Chief of Police		A001	\$112,507	\$112,507	\$112,507			
Grade	C002		\$117,000	\$117,000	\$117,000	0.00%	0.00%	0.00%
Chief of Police		C002	\$117,000	\$117,000	\$117,000			
Grade	E002		\$118,453	\$118,453	\$118,453	0.00%	0.00%	0.00%
Executive Director of Development Services		E002	\$118,453	\$118,453	\$118,453			
Grade	D005		\$120,000	\$120,000	\$120,000	0.00%	0.00%	0.00%
Director of Human Resources		D005	\$120,000	\$120,000	\$120,000			
Grade	D004		\$123,616	\$123,616	\$123,616	0.00%	0.00%	0.00%
Director of Engineering		D004	\$123,616	\$123,616	\$123,616			
Grade	A002		\$139,063	\$139,063	\$139,063	0.00%	0.00%	0.00%
Assistant to the City Manager		A002	\$139,063	\$139,063	\$139,063			
Grade	C001		\$150,000	\$150,000	\$150,000	0.00%	0.00%	0.00%
Chief Financial Officer		C001	\$150,000	\$150,000	\$150,000			
Executive Director of Eco Devo Services		E003	\$150,000	\$150,000	\$150,000			
Grade	D007		\$160,000	\$160,000	\$160,000	0.00%	0.00%	0.00%
Director of Public Works & engineering		D007	\$160,000	\$160,000	\$160,000			
Grade	C004		\$238,000	\$238,000	\$238,000	0.00%	0.00%	0.00%
			\$238,000	\$238,000	\$238,000			

63 Unique Class Titles

Original Pay Plan - Hutto, TX

Annual Duty Days - 260

Annual Hours - 2080

Pay Plan PD

Original Class		Min	Mid	Max	%Range	%Below	%Above
Grade	P003	\$56,077	\$64,615	\$73,154	30.45%	15.23%	13.21%
Detective	D002	\$56,077	\$64,615	\$73,154			
Patrol Officer	P003	\$56,077	\$64,615	\$73,154			
Grade	P004	\$73,340	\$78,665	\$83,990	14.52%	7.26%	6.77%
Criminal Investigations Sergeant	C015	\$73,340	\$78,665	\$83,990			
Patrol Sergeant	P004	\$73,340	\$78,665	\$83,990			
Support Services Sergeant	S011	\$73,340	\$78,665	\$83,990			
Grade	P002	\$77,002	\$82,670	\$88,338	14.72%	7.36%	6.86%
Criminal Investigations Lieutenant	C014	\$77,002	\$82,670	\$88,338			
Patrol Lieutenant	P002	\$77,002	\$82,670	\$88,338			
Support Services Lieutenant	S010	\$77,002	\$82,670	\$88,338			

8 Unique Class Titles

SECTION 5.0

Salary Survey Data

Salary Survey Results for Hutto, TX

Job Class Title	Averages For Each Job Class					Hutto, TX								
	Min	Mid	Max	Start	Avg	Actual	Range Width	Min	Mid	Max	Range Width			
Groundskeeper	\$27,995	\$33,124	\$38,254				36.6%	\$33,100	15.4%	\$36,464	9.2%	\$39,827	4.0%	20.3%
Customer Service Representative	\$34,168	\$39,325	\$44,482				30.2%	\$32,136	-6.3%	\$33,507	-17.4%	\$34,878	-27.5%	8.5%
Senior Animal Control Officer	\$33,807	\$39,850	\$45,893				35.8%	\$52,998	36.2%	\$52,998	24.8%	\$52,998	13.4%	0.0%
Street & Drainage Maintenance Technician II	\$34,876	\$41,139	\$47,402				35.9%	\$31,970	-9.1%	\$31,970	-28.7%	\$31,970	-48.3%	0.0%
Senior Deputy Court Clerk	\$37,352	\$43,796	\$50,240				34.5%	\$48,097	22.3%	\$48,097	8.9%	\$48,097	-4.5%	0.0%
Parks Crew Leader	\$38,255	\$45,458	\$52,661				37.7%	\$41,884	8.7%	\$41,884	-8.5%	\$41,884	-25.7%	0.0%
Payroll Specialist	\$39,648	\$48,425	\$57,203				44.3%	\$72,092	45.0%	\$72,092	32.8%	\$72,092	20.7%	0.0%
Code Enforcement Officer	\$41,684	\$49,321	\$56,958				36.6%	\$42,848	2.7%	\$42,848	-15.1%	\$42,848	-32.9%	0.0%
Crime Scene/Evidence Tech.	\$44,507	\$51,285	\$58,064				30.5%	\$71,531	37.8%	\$71,531	28.3%	\$71,531	18.8%	0.0%
Crew Leader	\$44,324	\$52,172	\$60,020				35.4%	\$58,530	24.3%	\$60,212	13.4%	\$61,894	3.0%	5.7%
Building Inspector	\$46,138	\$56,940	\$67,742				46.8%	\$55,016	16.1%	\$55,016	-3.5%	\$55,016	-23.1%	0.0%
Utility Meter Sup.	\$52,941	\$62,148	\$71,356				34.8%	\$58,723	9.8%	\$58,723	-5.8%	\$58,723	-21.5%	0.0%
GIS Analyst - Salary	\$50,901	\$68,069	\$85,238				67.5%	\$60,584	16.0%	\$60,584	-12.4%	\$60,584	-40.7%	0.0%
Patrol Officer	\$57,795	\$69,139	\$80,484				39.3%	\$56,077	-3.1%	\$64,615	-7.0%	\$73,154	-10.0%	30.5%
Utility Superintendent	\$67,257	\$80,831	\$94,405				40.4%	\$80,817	16.8%	\$80,817	0.0%	\$80,817	-16.8%	0.0%
IT Technician I	\$63,066	\$82,334	\$101,602				61.1%	\$42,848	-47.2%	\$42,848	-92.2%	\$42,848	137.1%	0.0%
Patrol Sergeant	\$77,569	\$87,868	\$98,167				26.6%	\$73,340	-5.8%	\$78,665	-11.7%	\$83,990	-16.9%	14.5%
Library Manager	\$78,370	\$93,877	\$109,383				39.6%	\$60,000	-30.6%	\$60,000	-56.5%	\$60,000	-82.3%	0.0%
City Secretary	\$78,601	\$98,059	\$117,517				49.5%	\$97,629	19.5%	\$97,629	-0.4%	\$97,629	-20.4%	0.0%
City Engineer	\$81,273	\$99,958	\$118,642				46.0%	\$86,000	5.5%	\$86,000	-16.2%	\$86,000	-38.0%	0.0%
Patrol Lieutenant	\$100,383	\$111,189	\$121,996				21.5%	\$77,002	-30.4%	\$82,670	-34.5%	\$88,338	-38.1%	14.7%
IT Manager	\$101,369	\$124,881	\$148,392				46.4%	\$67,287	-50.7%	\$67,287	-85.6%	\$67,287	120.5%	0.0%
Executive Director of Development Services	\$104,980	\$128,911	\$152,842				45.6%	\$118,453	11.4%	\$118,453	-8.8%	\$118,453	-29.0%	0.0%
Chief Financial Officer	\$107,328	\$130,951	\$154,574				44.0%	\$150,000	28.4%	\$150,000	12.7%	\$150,000	-3.0%	0.0%
Director of Human Resources	\$110,471	\$135,923	\$161,375				46.1%	\$120,000	7.9%	\$120,000	-13.3%	\$120,000	-34.5%	0.0%
Chief of Police	\$116,257	\$142,632	\$169,006				45.4%	\$117,000	0.6%	\$117,000	-21.9%	\$117,000	-44.4%	0.0%

SECTION 6.0

Proposed Pay Structure/Plan

**Proposed Pay Plans
Hutto, TX**

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Mkt</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Mkt</i>	<i>Hrly Max</i>
Unified							
101		\$29,464	\$33,000	\$41,250	\$14.17	\$15.87	\$19.83
C017	Circulation Clerk I						
102		\$30,938	\$34,650	\$43,313	\$14.87	\$16.66	\$20.82
G002	Groundskeeper						
104		\$34,109	\$38,202	\$47,752	\$16.40	\$18.37	\$22.96
M001	Administrative Technician						
A004	Animal Control Officer						
C016	Customer Service Representative						
S009	Streets & Drainage Tech II						
105		\$35,814	\$40,112	\$50,140	\$17.22	\$19.28	\$24.11
W001	Water Services Technician						
106		\$37,605	\$42,117	\$52,647	\$18.08	\$20.25	\$25.31
S002	Senior Animal Control Officer						
107		\$39,485	\$44,223	\$55,279	\$18.98	\$21.26	\$26.58
S005	Administrative Assistant						
P001	Parks Crew Leader						
108		\$41,459	\$46,434	\$58,043	\$19.93	\$22.32	\$27.91
C018	Code Enforcement Officer						
L001	Library Technician						
P009	Public Information & Law Enforcement Specialist						
S003	Senior Deputy Court Clerk						
S008	Streets & Drainage Supervisor						
109		\$43,532	\$48,756	\$60,945	\$20.93	\$23.44	\$29.30
C012	Crew Leader						
U003	Utility Technician						
110		\$45,709	\$51,194	\$63,992	\$21.98	\$24.61	\$30.77
P007	Programs & Events Specialist						
C006	Sr Code Enforcement Officer						
111		\$47,994	\$53,754	\$67,192	\$23.07	\$25.84	\$32.30
B001	Building Inspector						
C010	Construction Inspector						
S004	Senior Utility Technician						
112		\$50,394	\$56,441	\$70,552	\$24.23	\$27.14	\$33.92
C013	Crime Scene/Evidence Tech.						
H002	HR Generalist						
M004	Social Media Coordinator						
I002	User Support Specialist						
114		\$55,559	\$62,226	\$77,783	\$26.71	\$29.92	\$37.40
A003	Assistant City Secretary						
115		\$58,337	\$65,338	\$81,672	\$28.05	\$31.41	\$39.27
C009	Community Resource Officer						

**Proposed Pay Plans
Hutto, TX**

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Mkt</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Mkt</i>	<i>Hrly Max</i>
Unified							
115		\$58,337	\$65,338	\$81,672	\$28.05	\$31.41	\$39.27
D002	Detective						
D003	Development Coordinator						
E001	Executive Assistant						
F005	Financial Analyst						
G001	GIS Analyst						
L002	Library Manager						
P003	Patrol Officer						
116		\$61,254	\$68,605	\$85,756	\$29.45	\$32.98	\$41.23
F004	Field Services Manager						
F003	Fleet Manager						
H001	HR Coordinator						
S001	Senior Accountant						
117		\$64,317	\$72,035	\$90,044	\$30.92	\$34.63	\$43.29
C007	Communications Manager						
C008	Community Relations & Services Manager						
C011	Court Administrator						
D001	Deputy Building Official						
D006	Development Manager						
F001	Facilities Maintenance Manager						
P010	Parks Superintendent						
P005	Payroll Manager						
P011	Purchasing Manager						
U001	Utility Billing Manager						
118		\$67,533	\$75,637	\$94,546	\$32.47	\$36.36	\$45.45
U002	Utility Superintendent						
119		\$70,909	\$79,418	\$99,273	\$34.09	\$38.18	\$47.73
C015	Criminal Investigations Sergeant						
P004	Patrol Sergeant						
S007	Street Crimes Sergeant						
S011	Support Services Sergeant						
122		\$82,086	\$91,937	\$114,921	\$39.46	\$44.20	\$55.25
C003	City Engineer						
C005	City Secretary						
C014	Criminal Investigations Lieutenant						
I001	IT Manager						
P002	Patrol Lieutenant						
P006	Professional Standards Officer						
S010	Support Services Lieutenant						
128		\$110,004	\$123,204	\$154,005	\$52.89	\$59.23	\$74.04
A001	Assistant Chief of Police						
A002	Assistant to the City Manager						
129		\$115,504	\$129,364	\$161,705	\$55.53	\$62.19	\$77.74
E002	Director of Development Services						

**Proposed Pay Plans
Hutto, TX**

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Mkt</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Mkt</i>	<i>Hrly Max</i>
Unified							
129		\$115,504	\$129,364	\$161,705	\$55.53	\$62.19	\$77.74
E003	Director of Economic Development						
D004	Director of Engineering						
C001	Director of Financial Services						
D005	Director of Human Resources						
D007	Director of Public Works & engineering						
130		\$121,279	\$135,832	\$169,791	\$58.31	\$65.30	\$81.63
C002	Chief of Police						
135		\$154,786	\$173,360	\$216,701	\$74.42	\$83.35	\$104.18
A005	Assistant City Manager						

71 Active Proposed Classes in the Unified Pay Plan

Proposed Pay Plans
Hutto, TX

<i>Code</i>	<i>Proposed Class Title</i>	<i>Ann Min</i>	<i>Mkt</i>	<i>Ann Max</i>	<i>Hrly Min</i>	<i>Mkt</i>	<i>Hrly Max</i>
71 Active Proposed Classes in Hutto, TX							

SECTION 7.0

Alphabetical Listing of Job Classes

Proposed Class List By Title

Hutto, TX

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
A							
Administrative Assistant	S005	Unified	107	\$39,485	\$44,223	\$55,279	<u>2</u>
Administrative Technician	M001	Unified	104	\$34,109	\$38,202	\$47,752	<u>1</u>
Animal Control Officer	A004	Unified	104	\$34,109	\$38,202	\$47,752	<u>1</u>
Assistant Chief of Police	A001	Unified	128	\$110,004	\$123,204	\$154,005	<u>1</u>
Assistant City Manager	A005	Unified	135	\$154,786	\$173,360	\$216,701	<u>1</u>
Assistant City Secretary	A003	Unified	114	\$55,559	\$62,226	\$77,783	<u>1</u>
Assistant to the City Manager	A002	Unified	128	\$110,004	\$123,204	\$154,005	<u>1</u>
B							
Building Inspector	B001	Unified	111	\$47,994	\$53,754	\$67,192	<u>1</u>
C							
Chief of Police	C002	Unified	130	\$121,279	\$135,832	\$169,791	<u>1</u>
Circulation Clerk I	C017	Unified	101	\$29,464	\$33,000	\$41,250	<u>2</u>
City Engineer	C003	Unified	122	\$82,086	\$91,937	\$114,921	<u>1</u>
City Secretary	C005	Unified	122	\$82,086	\$91,937	\$114,921	<u>1</u>
Code Enforcement Officer	C018	Unified	108	\$41,459	\$46,434	\$58,043	<u>1</u>
Communications Manager	C007	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Community Relations & Services Manager	C008	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Community Resource Officer	C009	Unified	115	\$58,337	\$65,338	\$81,672	<u>1</u>
Construction Inspector	C010	Unified	111	\$47,994	\$53,754	\$67,192	<u>2</u>
Court Administrator	C011	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Crew Leader	C012	Unified	109	\$43,532	\$48,756	\$60,945	<u>2</u>
Crime Scene/Evidence Tech.	C013	Unified	112	\$50,394	\$56,441	\$70,552	<u>1</u>
Criminal Investigations Lieutenant	C014	Unified	122	\$82,086	\$91,937	\$114,921	<u>1</u>
Criminal Investigations Sergeant	C015	Unified	119	\$70,909	\$79,418	\$99,273	<u>1</u>
Customer Service Representative	C016	Unified	104	\$34,109	\$38,202	\$47,752	<u>2</u>
D							
Deputy Building Official	D001	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Detective	D002	Unified	115	\$58,337	\$65,338	\$81,672	<u>3</u>
Development Coordinator	D003	Unified	115	\$58,337	\$65,338	\$81,672	<u>1</u>
Development Manager	D006	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Director of Development Services	E002	Unified	129	\$115,504	\$129,364	\$161,705	<u>1</u>
Director of Economic Development	E003	Unified	129	\$115,504	\$129,364	\$161,705	<u>1</u>
Director of Engineering	D004	Unified	129	\$115,504	\$129,364	\$161,705	<u>1</u>

Proposed Class List By Title

Hutto, TX

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
Director of Financial Services	C001	Unified	129	\$115,504	\$129,364	\$161,705	<u>1</u>
Director of Human Resources	D005	Unified	129	\$115,504	\$129,364	\$161,705	<u>1</u>
Director of Public Works & engineering	D007	Unified	129	\$115,504	\$129,364	\$161,705	<u>1</u>
E							
Executive Assistant	E001	Unified	115	\$58,337	\$65,338	\$81,672	<u>1</u>
F							
Facilities Maintenance Manager	F001	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Field Services Manager	F004	Unified	116	\$61,254	\$68,605	\$85,756	<u>1</u>
Financial Analyst	F005	Unified	115	\$58,337	\$65,338	\$81,672	<u>1</u>
Fleet Manager	F003	Unified	116	\$61,254	\$68,605	\$85,756	<u>1</u>
G							
GIS Analyst	G001	Unified	115	\$58,337	\$65,338	\$81,672	<u>1</u>
Groundskeeper	G002	Unified	102	\$30,938	\$34,650	\$43,313	<u>3</u>
H							
HR Coordinator	H001	Unified	116	\$61,254	\$68,605	\$85,756	<u>1</u>
HR Generalist	H002	Unified	112	\$50,394	\$56,441	\$70,552	<u>1</u>
I							
IT Manager	I001	Unified	122	\$82,086	\$91,937	\$114,921	<u>1</u>
L							
Library Manager	L002	Unified	115	\$58,337	\$65,338	\$81,672	<u>1</u>
Library Technician	L001	Unified	108	\$41,459	\$46,434	\$58,043	<u>1</u>
P							
Parks Crew Leader	P001	Unified	107	\$39,485	\$44,223	\$55,279	<u>1</u>
Parks Superintendent	P010	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Patrol Lieutenant	P002	Unified	122	\$82,086	\$91,937	\$114,921	<u>1</u>
Patrol Officer	P003	Unified	115	\$58,337	\$65,338	\$81,672	<u>25</u>
Patrol Sergeant	P004	Unified	119	\$70,909	\$79,418	\$99,273	<u>4</u>
Payroll Manager	P005	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Professional Standards Officer	P006	Unified	122	\$82,086	\$91,937	\$114,921	<u>1</u>
Programs & Events Specialist	P007	Unified	110	\$45,709	\$51,194	\$63,992	<u>1</u>
Public Information & Law Enforcement Specialist	P009	Unified	108	\$41,459	\$46,434	\$58,043	<u>1</u>
Purchasing Manager	P011	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
S							

Proposed Class List By Title**Hutto, TX**

Proposed Class Title	Code	Pay Plan	Grade	Min	Mkt	Max	#
Senior Accountant	S001	Unified	116	\$61,254	\$68,605	\$85,756	<u>2</u>
Senior Animal Control Officer	S002	Unified	106	\$37,605	\$42,117	\$52,647	<u>1</u>
Senior Deputy Court Clerk	S003	Unified	108	\$41,459	\$46,434	\$58,043	<u>1</u>
Senior Utility Technician	S004	Unified	111	\$47,994	\$53,754	\$67,192	<u>1</u>
Social Media Coordinator	M004	Unified	112	\$50,394	\$56,441	\$70,552	<u>1</u>
Sr Code Enforcement Officer	C006	Unified	110	\$45,709	\$51,194	\$63,992	<u>1</u>
Street Crimes Sergeant	S007	Unified	119	\$70,909	\$79,418	\$99,273	<u>1</u>
Streets & Drainage Supervisor	S008	Unified	108	\$41,459	\$46,434	\$58,043	<u>1</u>
Streets & Drainage Tech II	S009	Unified	104	\$34,109	\$38,202	\$47,752	<u>2</u>
Support Services Lieutenant	S010	Unified	122	\$82,086	\$91,937	\$114,921	<u>1</u>
Support Services Sergeant	S011	Unified	119	\$70,909	\$79,418	\$99,273	<u>1</u>

U

User Support Specialist	I002	Unified	112	\$50,394	\$56,441	\$70,552	<u>1</u>
Utility Billing Manager	U001	Unified	117	\$64,317	\$72,035	\$90,044	<u>1</u>
Utility Superintendent	U002	Unified	118	\$67,533	\$75,637	\$94,546	<u>1</u>
Utility Technician	U003	Unified	109	\$43,532	\$48,756	\$60,945	<u>9</u>

W

Water Services Technician	W001	Unified	105	\$35,814	\$40,112	\$50,140	<u>1</u>
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71 Job Classes

SECTION 8.0
Class Comparison List of Positions
(Compares current to proposed titles and ranges)



Class Comparison List By Pay Plan Hutto, TX

Proposed Pay Plan: Unified

<i>Grade</i>			<i>Annual Range</i>		
			<i>Min</i>	<i>Mkt</i>	<i>Max</i>
<i>Proposed Class Title</i>	<i>Original Title</i>	<i>Working Title</i>			
101			\$29,464	\$33,000	\$41,250
Circulation Clerk I	Circulation Clerk I		29,000	29,060	29,120
102			\$30,938	\$34,650	\$43,313
Groundskeeper	Groundskeeper		33,100	36,463	39,827
104			\$34,109	\$38,202	\$47,752
Administrative Technician	Management Assistant		43,919	43,919	43,919
Animal Control Officer	Animal Control Officer		40,000	40,000	40,000
Customer Service Representative	Customer Service Representative		32,136	33,507	34,878
Streets & Drainage Tech II	Street & Drainage Maintenance Technician II		31,969	31,969	31,969
Streets & Drainage Tech II	Streets & Drainage Tech II		33,280	33,280	33,280
105			\$35,814	\$40,112	\$50,140
Water Services Technician	Water Services Technician		42,203	42,203	42,203
106			\$37,605	\$42,117	\$52,647
Senior Animal Control Officer	Senior Animal Control Officer		52,998	52,998	52,998
107			\$39,485	\$44,223	\$55,279
Administrative Assistant	Sr. Management Assistant		58,380	58,380	58,380
Parks Crew Leader	Parks Crew Leader		41,883	41,883	41,883
108			\$41,459	\$46,434	\$58,043
Code Enforcement Officer	Code Enforcement Officer		41,000	41,000	41,000
Library Technician	Library Assistant Full Time		36,056	36,056	36,056
Public Information & Law Enforcement Specialist	Public Information & Law Enforcement Specialist		39,644	39,644	39,644
Senior Deputy Court Clerk	Senior Deputy Court Clerk		48,096	48,096	48,096
Streets & Drainage Supervisor	Streets & Drainage Foreman-Salary		41,600	41,600	41,600
109			\$43,532	\$48,756	\$60,945
Crew Leader	Crew Leader		58,530	60,212	61,893
Utility Technician	Utility Technician		41,776	47,626	53,476
110			\$45,709	\$51,194	\$63,992
Programs & Events Specialist	Programs & Events Specialist		50,000	50,000	50,000
Sr Code Enforcement Officer	Sr Code Enforcement Officer		42,848	42,848	42,848

Monday, April 11, 2022

Class Comparison List By Pay Plan Hutto, TX

Proposed Pay Plan: Unified

<i>Grade</i>	<i>Proposed Class Title</i>	<i>Original Title</i>	<i>Working Title</i>	<i>Annual Range</i>		
				<i>Min</i>	<i>Mkt</i>	<i>Max</i>
111				\$47,994	\$53,754	\$67,192
	Building Inspector	Building Inspector		55,016	55,016	55,016
	Construction Inspector	Construction Inspector		53,560	58,583	63,607
	Senior Utility Technician	Senior Utility Technician		61,339	61,339	61,339
112				\$50,394	\$56,441	\$70,552
	Crime Scene/Evidence Tech.	Crime Scene/Evidence Tech.		71,531	71,531	71,531
	HR Generalist	HR Generalist		62,400	62,400	62,400
	Social Media Coordinator	Multi Media Marketing Specialist		69,992	69,992	69,992
	User Support Specialist	IT Technician I		42,848	42,848	42,848
114				\$55,559	\$62,226	\$77,783
	Assistant City Secretary	Assistant City Secretary		58,000	58,000	58,000
115				\$58,337	\$65,338	\$81,672
	Community Resource Officer	Community Resource Officer		74,588	74,588	74,588
	Detective	Detective		56,076	64,615	73,153
	Development Coordinator	Development Coordinator - Salaried		70,827	70,827	70,827
	Executive Assistant	Executive Assistant		96,408	96,408	96,408
	Financial Analyst	Financial Analyst		76,500	76,500	76,500
	GIS Analyst	GIS Analyst - Salary		60,584	60,584	60,584
	Library Manager	Library Manager		60,000	60,000	60,000
	Patrol Officer	Patrol Officer		56,076	64,615	73,153
116				\$61,254	\$68,605	\$85,756
	Field Services Manager	Field Services Manager		84,000	84,000	84,000
	Fleet Manager	Fleet Mgr - Salaried		61,001	61,001	61,001
	HR Coordinator	HR Coordinator		78,000	78,000	78,000
	Senior Accountant	Senior Accountant		73,999	74,131	74,262
117				\$64,317	\$72,035	\$90,044
	Communications Manager	Communications Manager		79,999	79,999	79,999
	Community Relations & Services Manager	Community Relations & Services Manager		77,249	77,249	77,249
	Court Administrator	Court Administrator		62,922	62,922	62,922
	Deputy Building Official	Deputy Building Official		64,889	64,889	64,889
	Development Manager	Development Manager		77,750	77,750	77,750
	Facilities Maintenance Manager	Facilities Maintenance Manager		87,549	87,549	87,549

Monday, April 11, 2022

Class Comparison List By Pay Plan Hutto, TX

Proposed Pay Plan: Unified

<i>Grade</i>	<i>Proposed Class Title</i>	<i>Original Title</i>	<i>Working Title</i>	<i>Annual Range</i>		
				<i>Min</i>	<i>Mkt</i>	<i>Max</i>
117				\$64,317	\$72,035	\$90,044
	Parks Superintnedent	Parks Superintnedent		72,091	72,091	72,091
	Payroll Manager	Payroll Specialist		72,091	72,091	72,091
	Purchasing Manager	Purchasing Manager		88,000	88,000	88,000
	Utility Billing Manager	Utility Meter Sup.		58,723	58,723	58,723
118				\$67,533	\$75,637	\$94,546
	Utility Superintendent	Utility Superintendent		80,816	80,816	80,816
119				\$70,909	\$79,418	\$99,273
	Criminal Investigations Sergeant	Criminal Investigations Sergeant		73,340	78,665	83,990
	Patrol Sergeant	Patrol Sergeant		73,340	78,665	83,990
	Street Crimes Sergeant	Street Crimes Sergeant		73,340	78,665	83,990
	Support Services Sergeant	Support Services Sergeant		73,340	78,665	83,990
122				\$82,086	\$91,937	\$114,921
	City Engineer	City Engineer		86,000	86,000	86,000
	City Secretary	City Secretary		97,629	97,629	97,629
	Criminal Investigations Lieutenant	Criminal Investigations Lieutenant		77,001	82,669	88,337
	IT Manager	IT Manager		67,286	67,286	67,286
	Patrol Lieutenant	Patrol Lieutenant		77,001	82,669	88,337
	Professional Standards Officer	Professional Standards Officer		59,883	59,883	59,883
	Support Services Lieutenant	Support Services Lieutenant		77,001	82,669	88,337
128				\$110,004	\$123,204	\$154,005
	Assistant Chief of Police	Assistant Chief of Police		112,507	112,507	112,507
	Assistant to the City Manager	Assistant to the City Manager		139,063	139,063	139,063
129				\$115,504	\$129,364	\$161,705
	Director of Development Services	Executive Director of Development Services		118,453	118,453	118,453
	Director of Economic Development	Executive Director of Eco Devo Services		150,000	150,000	150,000
	Director of Engineering	Director of Engineering		123,616	123,616	123,616
	Director of Financial Services	Chief Financial Officer		150,000	150,000	150,000
	Director of Human Resources	Director of Human Resources		120,000	120,000	120,000
	Director of Public Works & engineering	Director of Public Works & engineering		160,000	160,000	160,000

Monday, April 11, 2022

Class Comparison List By Pay Plan
Hutto, TX

Proposed Pay Plan: Unified					
Grade			Annual Range		
			Min	Mkt	Max
Proposed Class Title	Original Title	Working Title			
130			\$121,279	\$135,832	\$169,791
Chief of Police	Chief of Police		117,000	117,000	117,000
135			\$154,786	\$173,360	\$216,701
Assistant City Manager			0	0	0

SECTION 9.0
Implementation Costs by Class Title



Report Settings

Report Name:

Print As Plan Type Increment Current Step by

- ☐ Summary Only
☒ Show Department Summary
☒ Show Pay Plan Summary
☐ Show Grand Totals Summary

Calculation Parameters

Set Years to Reach Grade Market to # Adjustments
Set Years to Reach Grade Maximum to
Set Maximum Adjustment to the Range
Set Allowable Experience Days Using
Set Maximum Years of Service Cap to year(s) of service
Calculate Adj. Above Min after the first year(s) of service
Include Organizational Experience adj ☐ Include Stipends ☐
Allow 1 additional day adjustment for Day(s) Organization Experience

Implementation:

Flat Percent Adjustment Management

Calculate a Flat % Adjustment of %

Calculate % Using Current Salary ☒

Apply Flat % Adjustment

- ☒ Before Min Adj ☐ After Step
☐ After Min Adj ☐ After Merit
☐ After Market ☐ After Bonus
☐ After Max

Standard Annual Work Days 260

Standard Annual Work Hours 2080

Standard Hours / Day 8

Implementation Cost By Proposed Classification

Hutto, TX

Proposed Pay Plan Unified

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments														Prop Avg	Avg \$ Inc	%
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#	Total Adjust			
Proposed Pay Plan Unified																				
Administrative Assistant		S005	60,154	2	0	0	0	0	0	0	0	0	0	0	0	0	1,800	60,154	0	0.0%
Administrative Technician		M001	43,919	1	878	1	0	0	0	0	0	0	0	0	0	0	1,598	44,798	878	2.0%
Assistant Chief of Police		A001	118,133	1	2,363	1	0	0	0	0	0	0	0	0	0	0	4,163	120,495	2,363	2.0%
Assistant City Manager		A005	155,000	1	3,100	1	0	0	0	0	0	0	0	0	0	0	3,100	158,100	3,100	2.0%
Assistant City Secretary		A003	58,000	1	1,160	1	0	0	0	0	0	0	0	0	0	0	1,160	59,160	1,160	2.0%
Assistant to the City Manager		A002	143,235	1	2,865	1	0	0	0	0	0	0	0	0	0	0	9,585	146,100	2,865	2.0%
Building Inspector		B001	55,016	1	1,100	1	0	0	0	0	0	0	0	0	0	0	1,100	56,116	1,100	2.0%
Chief of Police		C002	120,000	1	2,400	1	0	0	0	0	0	0	0	0	0	0	2,400	122,400	2,400	2.0%
Circulation Clerk I		C017	14,531	2	581	2	0	0	0	0	0	0	0	0	0	0	581	14,822	291	2.0%
City Engineer		C003	86,000	1	1,720	1	0	0	0	0	0	0	0	0	0	0	1,720	87,720	1,720	2.0%
City Secretary		C005	97,629	1	1,953	1	0	0	0	0	0	0	0	0	0	0	1,953	99,582	1,953	2.0%
Communications Manager		C007	80,000	1	1,600	1	0	0	0	0	0	0	0	0	0	0	1,600	81,600	1,600	2.0%
Community Relations & Services Manager		C008	77,250	1	1,545	1	0	0	0	0	0	0	0	0	0	0	2,265	78,795	1,545	2.0%
Community Resource Officer		C009	78,312	1	1,566	1	0	0	0	0	0	0	0	0	0	0	3,366	79,878	1,566	2.0%
Construction Inspector		C010	58,584	2	2,343	2	0	0	0	0	0	0	0	0	0	0	2,343	59,756	1,172	2.0%
Court Administrator		C011	62,923	1	1,258	1	136	1	0	0	3,957	1	0	0	0	0	5,351	68,273	5,351	8.5%
Crew Leader		C012	60,212	2	1,171	1	0	0	0	0	0	0	0	0	0	0	1,531	60,797	585	1.0%
Crime Scene/Evidence Tech.		C013	75,109	1	0	0	0	0	0	0	0	0	0	0	0	0	2,400	75,109	0	0.0%
Criminal Investigations Lieutenant		C014	94,904	1	1,898	1	0	0	0	0	0	0	0	0	0	0	5,198	96,802	1,898	2.0%
Criminal Investigations Sergeant		C015	86,216	1	1,724	1	0	0	0	0	0	0	0	0	0	0	5,024	87,940	1,724	2.0%
Customer Service Representative		C016	33,507	2	1,340	2	1,330	1	0	0	0	0	0	0	0	0	2,670	34,842	1,335	4.0%
Deputy Building Official		D001	64,890	1	1,298	1	0	0	0	0	0	0	0	0	0	0	1,298	66,188	1,298	2.0%
Detective		D002	71,108	3	2,620	2	0	0	0	0	0	0	0	0	0	0	11,100	71,981	873	1.2%
Development Coordinator		D003	70,828	1	1,417	1	0	0	0	0	0	0	0	0	0	0	1,417	72,244	1,417	2.0%
Development Manager		D006	77,750	1	1,555	1	0	0	0	0	0	0	0	0	0	0	1,555	79,305	1,555	2.0%
Director of Development Services		E002	118,453	1	2,369	1	0	0	0	0	0	0	0	0	0	0	9,689	120,822	2,369	2.0%
Director of Economic Development		E003	150,000	1	3,000	1	0	0	0	0	0	0	0	0	0	0	9,000	153,000	3,000	2.0%
Director of Engineering		D004	123,617	1	2,472	1	0	0	0	0	0	0	0	0	0	0	9,192	126,089	2,472	2.0%
Director of Financial Services		C001	150,000	1	3,000	1	0	0	0	0	0	0	0	0	0	0	9,000	153,000	3,000	2.0%
Director of Human Resources		D005	120,000	1	2,400	1	0	0	0	0	0	0	0	0	0	0	2,400	122,400	2,400	2.0%
Director of Public Works & engineering		D007	160,000	1	1,705	1	0	0	0	0	0	0	0	0	0	0	1,705	161,705	1,705	1.1%
Executive Assistant		E001	96,408	1	0	0	0	0	0	0	0	0	0	0	0	0	600	96,408	0	0.0%
Facilities Maintenance Manager		F001	87,550	1	1,751	1	0	0	0	0	0	0	0	0	0	0	2,471	89,301	1,751	2.0%
Field Services Manager		F004	84,000	1	1,680	1	0	0	0	0	0	0	0	0	0	0	1,680	85,680	1,680	2.0%
Financial Analyst		F005	76,500	1	1,530	1	0	0	0	0	0	0	0	0	0	0	1,530	78,030	1,530	2.0%
Fleet Manager		F003	61,002	1	1,220	1	0	0	0	0	2,456	1	0	0	0	0	5,046	64,678	3,676	6.0%
GIS Analyst		G001	60,584	1	1,212	1	0	0	0	0	0	0	0	0	0	0	1,212	61,796	1,212	2.0%
Groundskeeper		G002	36,942	3	2,217	3	0	0	0	0	0	0	0	0	0	0	2,817	37,681	739	2.0%
HR Coordinator		H001	78,000	1	1,560	1	0	0	0	0	0	0	0	0	0	0	1,560	79,560	1,560	2.0%

Monday, April 11, 2022

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Implementation Cost By Proposed Classification

Hutto, TX

Proposed Pay Plan Unified

Proposed	Class		Orig Avg	Adjustment Amounts and # of Employees Receiving Adjustments														Prop Avg	Avg \$ Inc	%
	Title	Code		# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#	Total Adjust			
Proposed Pay Plan Unified																				
HR Generalist		H002	62,400	1	1,248	1	0	0	0	0	0	0	0	0	0	0	1,248	63,648	1,248	2.0%
IT Manager		I001	74,015	1	1,480	1	6,591	1	0	0	8,450	1	0	0	0	0	17,241	90,536	16,521	22.3%
Library Manager		L002	60,000	1	1,200	1	0	0	0	0	0	0	0	0	0	0	1,200	61,200	1,200	2.0%
Library Technician		L001	36,057	1	721	1	4,681	1	0	0	1,172	1	0	0	0	0	6,575	42,631	6,575	18.2%
Parks Crew Leader		P001	41,884	1	838	1	0	0	0	0	0	0	0	0	0	0	838	42,722	838	2.0%
Parks Superintnedent		P010	72,000	1	1,440	1	0	0	0	0	0	0	0	0	0	0	1,440	73,440	1,440	2.0%
Patrol Lieutenant		P002	80,600	1	1,612	1	0	0	0	0	3,413	1	0	0	0	0	7,434	85,625	5,025	6.2%
Patrol Officer		P003	64,086	25	32,043	25	0	0	0	0	0	0	0	0	0	0	114,523	65,368	1,282	2.0%
Patrol Sergeant		P004	79,212	4	6,337	4	0	0	0	0	0	0	0	0	0	0	22,317	80,796	1,584	2.0%
Payroll Manager		P005	72,092	1	1,442	1	0	0	0	0	0	0	0	0	0	0	1,442	73,534	1,442	2.0%
Professional Standards Officer		P006	64,272	1	1,285	1	16,529	1	0	0	2,153	1	0	0	0	0	25,747	84,239	19,967	31.1%
Programs & Events Specialist		P007	50,000	1	1,000	1	0	0	0	0	0	0	0	0	0	0	1,000	51,000	1,000	2.0%
Public Information & Law Enforcement Spec		P009	39,645	1	793	1	1,022	1	0	0	1,030	1	0	0	0	0	2,844	42,489	2,844	7.2%
Purchasing Manager		P011	88,000	1	1,760	1	0	0	0	0	0	0	0	0	0	0	1,760	89,760	1,760	2.0%
Senior Accountant		S001	74,132	2	2,965	2	0	0	0	0	0	0	0	0	0	0	2,965	75,614	1,483	2.0%
Senior Animal Control Officer		S002	57,304	1	0	0	0	0	0	0	0	0	0	0	0	0	0	57,304	0	0.0%
Senior Deputy Court Clerk		S003	48,097	1	962	1	0	0	0	0	0	0	0	0	0	0	962	49,059	962	2.0%
Senior Utility Technician		S004	63,170	1	1,263	1	0	0	0	0	0	0	0	0	0	0	1,263	64,433	1,263	2.0%
Social Media Coordinator		M004	69,992	1	560	1	0	0	0	0	0	0	0	0	0	0	560	70,552	560	0.8%
Sr Code Enforcement Officer		C006	44,990	1	900	1	0	0	0	0	982	1	0	0	0	0	1,882	46,873	1,882	4.2%
Street Crimes Sergeant		S007	89,981	1	1,800	1	0	0	0	0	0	0	0	0	0	0	4,500	91,780	1,800	2.0%
Streets & Drainage Supervisor		S008	61,808	1	0	0	0	0	0	0	0	0	0	0	0	0	0	61,808	0	0.0%
Streets & Drainage Tech II		S009	43,399	2	1,736	2	0	0	0	0	0	0	0	0	0	0	2,636	44,267	868	2.0%
Support Services Lieutenant		S010	97,104	1	1,942	1	0	0	0	0	0	0	0	0	0	0	1,942	99,046	1,942	2.0%
Support Services Sergeant		S011	82,410	1	1,648	1	0	0	0	0	0	0	0	0	0	0	3,448	84,058	1,648	2.0%
User Support Specialist		I002	47,133	1	943	1	2,318	1	0	0	1,999	1	0	0	0	0	5,980	52,393	5,260	11.2%
Utility Billing Manager		U001	58,723	1	1,174	1	4,419	1	0	0	3,167	1	0	0	0	0	10,381	67,484	8,761	14.9%
Utility Superintendent		U002	80,817	1	1,616	1	0	0	0	0	0	0	0	0	0	0	1,616	82,433	1,616	2.0%
Utility Technician		U003	47,303	9	8,514	9	61	1	0	0	3,693	3	0	0	0	0	12,869	48,666	1,363	2.9%
Water Services Technician		W001	42,203	1	844	1	0	0	0	0	0	0	0	0	0	0	844	43,047	844	2.0%

Summary for Pay Plan: Unified

Pay Plan Totals	# Job Classes	# EES	Flat %	#	Min	#	Mkt	#	Max	#	Step	#	Merit	#	Total
	69	115	145,638	107	37,086	9	0	0	32,472	13	0	0	0	0	

SECTION 10.0
Implementation Cost Detail



Report Settings

Report Name: Implementation Report

1

Print As Plan Type

Open Range

Increment Current Step by

0

☐ Summary Only

☒ Show Department Summary

☒ Show Pay Plan Summary

☐ Show Grand Totals Summary

Calculation Parameters

Set Years to Reach Grade Market to

7

Adjustments

Set Years to Reach Grade Maximum to

30

1

Set Maximum Adjustment to the Range

Maximum

Set Allowable Experience Days Using

Promotion Date

Set Maximum Years of Service Cap to

100

year(s) of service

Calculate Adj. Above Min after the first

1

year(s) of service

Include Organizational Experience adj

☐

Include Stipends

☐

Allow 1 additional day adjustment for

0

Day(s) Organization Experience

Implementation: 7/1/2022

Flat Percent Adjustment Management

Calculate a Flat % Adjustment of 2 %

Calculate % Using Current Salary ☒

Apply Flat % Adjustment

☒ Before Min Adj ☐ After Step

☐ After Min Adj ☐ After OrgExp

☐ After Market ☐ After Assignment

☐ After Max

Standard Annual Work Days 260

Standard Annual Work Hours 2080

Standard Hours / Day 8

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: City Manager Dep't Code: 010001

Unit Name: Unit Code:

Original	Class		Grade			Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #	
								Hire Date	Promotion		Flat %	Mkt	Step	% Chg			
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
								1.000	08/02/2021	08/02/2021	155,000	3,100	0	0	2.00%	#Error	010001-003
Assistant City Manager		A005	154,786	173,360	216,701	135	0		08/02/2021	333	158,100	0	0	0	0	Wojnowski, Matthew	

Summary for

Current Payroll	\$155,000	# Positions	1
Flat 2% Adjustment	\$3,100	# Positions Adjusted (any type)	1 # Not Adj 0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$0	# Equity Adjusted	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
 Total Applied Adjustments	 \$3,100		
Proposed Payroll	\$158,100	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: City Manager Dep't Code: 010001

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Assistant to the City Manager		A002	139,063	139,063	139,063	A002		1.000	10/24/2019	10/24/2019	143,235	2,865	0	0	2.00%	103.00%	060007-001
Assistant to the City Manager		A002	110,004	123,204	154,005	128	0		10/24/2019	981	146,100	0	0	0	6,720	Schmitt, Stacy	
Executive Assistant		E001	96,408	96,408	96,408	E001		1.000	01/01/2025	01/01/2025	96,408	0	0	0	0.00%	100.00%	010001-002
Executive Assistant		E001	58,337	65,338	81,672	115	0		01/01/2025	0	96,408	0	0	0	600	Vacant002, Vacant	

Summary for

Current Payroll									\$239,643	# Positions	2						
Flat 2% Adjustment									\$2,865	# Positions Adjusted (any type)	2	# Not Adj	0				
Adjustment To Minimum									\$0	# Adjusted To Minimum	0						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$0	# Equity Adjusted	0						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$7,320	# Assignment	2						
Total Applied Adjustments									\$2,865								
Proposed Payroll									\$242,508	% Change					1.20%		

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: City Manager Dep't Code: 010001

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for City Manager

Current Payroll									\$394,643	# Positions	3						
Flat 2% Adjustment									\$5,965	# Positions Adjusted (any type)	3	# Not Adj	0				
Adjustment To Minimum									\$0	# Adjusted To Minimum	0						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$0	# Equity Adjusted	0						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$7,320	# Assignment	2						
Total Applied Adjustments									\$5,965								
Proposed Payroll									\$400,608	% Change		1.51%					

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: City Secretary Dep't Code: 060003

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
City Secretary		C005	97,629	97,629	97,629	C005		1.000	01/01/2025	01/01/2025	97,629	1,953	0	0	2.00%	100.00%	060003-001
City Secretary		C005	82,086	91,937	114,921	122	0		01/01/2025	0	99,582	0	0	0	0	Vacant003, Vacant	
Assistant City Secretary		A003	58,000	58,000	58,000	A003		1.000	08/23/2021	08/23/2021	58,000	1,160	0	0	2.00%	100.00%	060003-002
Assistant City Secretary		A003	55,559	62,226	77,783	114	0		08/23/2021	312	59,160	0	0	0	0	Perez, Gracie	

Summary for

Current Payroll		\$155,629	# Positions	2
Flat 2% Adjustment	\$3,113		# Positions Adjusted (any type)	2 # Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0
Adjustment To Market	\$0		# Adjusted To Market	0
Equity Adjustment	\$0		# Equity Adjusted	0
Adjustment To Step	\$0		# Adjusted To Step	0
OrgExp Adjustment	\$0		# OrgExp Adjustments	0
Stipends / Supplements	\$0		# Assignment	0
Total Applied Adjustments	\$3,113			
Proposed Payroll		\$158,742	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: City Secretary Dep't Code: 060003

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for City Secretary

Current Payroll		\$155,629	# Positions	2	
Flat 2% Adjustment	\$3,113		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$0		# Assignment	0	
Total Applied Adjustments	\$3,113				
Proposed Payroll		\$158,742	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Communications Dep't Code: 060007

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Communications Manager	C007		80,000	80,000	80,000	C007		1.000	04/26/2021	04/06/2021	80,000	1,600	0	0	2.00%	100.00%	060007-002
Communications Manager	C007		64,317	72,035	90,044	117	0		04/06/2021	451	81,600	0	0	0	0	Strupeck, Allison	
Multi Media Marketing Specialist	M004		69,992	69,992	69,992	M004		1.000	09/20/2021	09/20/2021	69,992	560	0	0	0.80%	100.00%	060007-003
Social Media Coordinator	M004		50,394	56,441	70,552	112	0		09/20/2021	284	70,552	0	0	0	0	Jimenez, Pedro	

Summary for

Current Payroll		\$149,992	# Positions	2	
Flat 2% Adjustment	\$2,160		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$0		# Assignment	0	
Total Applied Adjustments	\$2,160				
Proposed Payroll		\$152,152	% Change	1.44%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Communications Dep't Code: 060007

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Communications

Current Payroll		\$149,992	# Positions	2	
Flat 2% Adjustment	\$2,160		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$0		# Assignment	0	
 Total Applied Adjustments	 \$2,160				
Proposed Payroll		\$152,152	% Change	1.44%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Community Relations Dep't Code: 060025

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Community Relations & Services Manager	C008		77,250	77,250	77,250	C008		1.000	04/11/2016	05/18/2020	77,250	1,545	0	0	2.00%	100.00%	060025-001
Community Relations & Services Manager	C008		64,317	72,035	90,044	117	0		05/18/2020	774	78,795	0	0	0	720	Robich, Kristalyn	
Programs & Events Specialist	P007		50,000	50,000	50,000	P007		1.000	05/17/2021	05/17/2021	50,000	1,000	0	0	2.00%	100.00%	060025-002
Programs & Events Specialist	P007		45,709	51,194	63,992	110	0		05/17/2021	410	51,000	0	0	0	0	Arrington, Taylor	

Summary for

Current Payroll		\$127,250	# Positions	2
Flat 2% Adjustment	\$2,545		# Positions Adjusted (any type)	2 # Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0
Adjustment To Market	\$0		# Adjusted To Market	0
Equity Adjustment	\$0		# Equity Adjusted	0
Adjustment To Step	\$0		# Adjusted To Step	0
OrgExp Adjustment	\$0		# OrgExp Adjustments	0
Stipends / Supplements	\$720		# Assignment	1
 Total Applied Adjustments	 \$2,545			
Proposed Payroll		\$129,795	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Community Relations Dep't Code: 060025

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Community Relations

Current Payroll		\$127,250	# Positions	2	
Flat 2% Adjustment	\$2,545		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$720		# Assignment	1	
Total Applied Adjustments	\$2,545				
Proposed Payroll		\$129,795	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Construction Inspection Dep't Code: 040059

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Construction Inspector		C010	53,560	58,584	63,608	C010		1.000	09/11/2017	09/11/2017	63,608	1,272	0	0	2.00%	108.58%	040059-002
Construction Inspector		C010	47,994	53,754	67,192	111	0		09/11/2017	1754	64,880	0	0	0	0	Meaker, Todd	
Construction Inspector		C010	53,560	58,584	63,608	C010		1.000	01/01/2025	01/01/2025	53,560	1,071	0	0	2.00%	91.42%	040059-001
Construction Inspector		C010	47,994	53,754	67,192	111	0		01/01/2025	0	54,631	0	0	0	0	Vacant004, Vacant	

Summary for

Current Payroll		\$117,168	# Positions	2
Flat 2% Adjustment	\$2,343		# Positions Adjusted (any type)	2 # Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0
Adjustment To Market	\$0		# Adjusted To Market	0
Equity Adjustment	\$0		# Equity Adjusted	0
Adjustment To Step	\$0		# Adjusted To Step	0
OrgExp Adjustment	\$0		# OrgExp Adjustments	0
Stipends / Supplements	\$0		# Assignment	0
Total Applied Adjustments	\$2,343			
Proposed Payroll		\$119,511	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Construction Inspection Dep't Code: 040059

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Construction Inspection

Current Payroll	\$117,168	# Positions	2	
Flat 2% Adjustment	\$2,343	# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0	
Adjustment To Market	\$0	# Adjusted To Market	0	
Equity Adjustment	\$0	# Equity Adjusted	0	
Adjustment To Step	\$0	# Adjusted To Step	0	
OrgExp Adjustment	\$0	# OrgExp Adjustments	0	
Stipends / Supplements	\$0	# Assignment	0	
 Total Applied Adjustments	 \$2,343			
Proposed Payroll	\$119,511	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: DS Planning Dep't Code: 030021

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Executive Director of Development Services	E002		118,453	118,453	118,453	E002		1.000	02/22/2018	07/11/2019	118,453	2,369	0	0	2.00%	100.00%	030021-002
Director of Development Services	E002		115,504	129,364	161,705	129	0		07/11/2019	1086	120,822	0	0	0	7,320	Lumpkin, Ashley	
Director of Engineering	D004		123,616	123,616	123,616	D004		1.000	01/01/2025	01/01/2025	123,617	2,472	0	0	2.00%	100.00%	040023-002
Director of Engineering	D004		115,504	129,364	161,705	129	0		01/01/2025	0	126,089	0	0	0	6,720	Vacant006, Vacant	
City Engineer	C003		86,000	86,000	86,000	C003		1.000	03/01/2021	03/01/2021	86,000	1,720	0	0	2.00%	100.00%	040023-001
City Engineer	C003		82,086	91,937	114,921	122	0		03/01/2021	487	87,720	0	0	0	0	Zhang, Ning	
Deputy Building Official	D001		64,890	64,890	64,890	D001		1.000	01/01/2025	01/01/2025	64,890	1,298	0	0	2.00%	100.00%	030022-002
Deputy Building Official	D001		64,317	72,035	90,044	117	0		01/01/2025	0	66,188	0	0	0	0	Vacant005, Vacant	
Development Manager	D006		77,750	77,750	77,750	D006		1.000	08/23/2021	08/23/2021	77,750	1,555	0	0	2.00%	100.00%	030021-005
Development Manager	D006		64,317	72,035	90,044	117	0		08/23/2021	312	79,305	0	0	0	0	Speer, Autumn	
Development Coordinator - Salaried	D003		70,828	70,828	70,828	D003		1.000	02/13/2006	05/14/2018	70,828	1,417	0	0	2.00%	100.00%	030021-001
Development Coordinator	D003		58,337	65,338	81,672	115	0		05/14/2018	1509	72,244	0	0	0	0	Buelna-Glover, Yvette	
GIS Analyst - Salary	G001		60,584	60,584	60,584	G001		1.000	08/24/2009	05/21/2018	60,584	1,212	0	0	2.00%	100.00%	030021-003
GIS Analyst	G001		58,337	65,338	81,672	115	0		05/21/2018	1502	61,796	0	0	0	0	Neuman, Seth	
Building Inspector	B001		55,016	55,016	55,016	B001		1.000	11/09/2020	11/09/2020	55,016	1,100	0	0	2.00%	100.00%	030022-001
Building Inspector	B001		47,994	53,754	67,192	111	0		11/09/2020	599	56,116	0	0	0	0	Reyna, Matthew	
Management Assistant	M001		43,919	43,919	43,919	M001		1.000	04/17/2018	04/17/2018	43,919	878	0	0	2.00%	100.00%	030021-004
Administrative Technician	M001		34,109	38,202	47,752	104	0		04/17/2018	1536	44,798	0	0	0	720	Kavanaugh, Angela	

Summary for

Current Payroll	\$701,057	# Positions	9	
Flat 2% Adjustment	\$14,021	# Positions Adjusted (any type)	9	# Not Adj 0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0	
Adjustment To Market	\$0	# Adjusted To Market	0	
Equity Adjustment	\$0	# Equity Adjusted	0	
Adjustment To Step	\$0	# Adjusted To Step	0	
OrgExp Adjustment	\$0	# OrgExp Adjustments	0	
Stipends / Supplements	\$14,760	# Assignment	3	
Total Applied Adjustments	\$14,021			
Proposed Payroll	\$715,078	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: DS Planning Dep't Code: 030021

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for DS Planning

Current Payroll									\$701,057	# Positions	9						
Flat 2% Adjustment									\$14,021	# Positions Adjusted (any type)	9	# Not Adj	0				
Adjustment To Minimum									\$0	# Adjusted To Minimum	0						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$0	# Equity Adjusted	0						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$14,760	# Assignment	3						
Total Applied Adjustments									\$14,021								
Proposed Payroll									\$715,078	% Change		2.00%					

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Economic Development Dep't Code: 010006

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#	Duty		Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Executive Director of Eco Devo Services	E003		150,000	150,000	150,000	E003		1.000	06/07/2021	06/07/2021	150,000	3,000	0	0	2.00%	100.00%	010006-001
Director of Economic Development	E003		115,504	129,364	161,705	129	0		06/07/2021	389	153,000	0	0	0	6,000	Farley, Robert	

Summary for

Current Payroll	\$150,000	# Positions	1
Flat 2% Adjustment	\$3,000	# Positions Adjusted (any type)	1 # Not Adj 0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$0	# Equity Adjusted	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$6,000	# Assignment	1
Total Applied Adjustments	\$3,000		
Proposed Payroll	\$153,000	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Economic Development Dep't Code: 010006

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Economic Development

Current Payroll		\$150,000	# Positions	1	
Flat 2% Adjustment	\$3,000	# Positions Adjusted (any type)	1	# Not Adj	0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0		
Adjustment To Market	\$0	# Adjusted To Market	0		
Equity Adjustment	\$0	# Equity Adjusted	0		
Adjustment To Step	\$0	# Adjusted To Step	0		
OrgExp Adjustment	\$0	# OrgExp Adjustments	0		
Stipends / Supplements	\$6,000	# Assignment	1		
Total Applied Adjustments	\$3,000				
Proposed Payroll	\$153,000	% Change	2.00%		

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Facility Maintenance Dep't Code: 090051

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Facilities Maintenance Manager	F001		87,550	87,550	87,550	F001		1.000	02/04/2019	02/04/2019	87,550	1,751	0	0	2.00%	100.00%	090051-001
Facilities Maintenance Manager	F001		64,317	72,035	90,044	117	0		02/04/2019	1243	89,301	0	0	0	720	Dominguez, Teofilio	

Summary for

Current Payroll	\$87,550	# Positions	1
Flat 2% Adjustment	\$1,751	# Positions Adjusted (any type)	1 # Not Adj 0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$0	# Equity Adjusted	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$720	# Assignment	1
Total Applied Adjustments	\$1,751		
Proposed Payroll	\$89,301	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Facility Maintenance Dep't Code: 090051

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Facility Maintenance

Current Payroll									\$87,550	# Positions	1						
Flat 2% Adjustment									\$1,751	# Positions Adjusted (any type)	1	# Not Adj	0				
Adjustment To Minimum									\$0	# Adjusted To Minimum	0						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$0	# Equity Adjusted	0						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$720	# Assignment	1						
Total Applied Adjustments									\$1,751								
Proposed Payroll									\$89,301	% Change					2.00%		

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Finance Dep't Code: 020001

Unit Name: Unit Code:

Original		Class	Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
			Hire Date	Promotion	Flat %	Mkt			Step	% Chg							
Proposed		Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Chief Financial Officer		C001		150,000	150,000	150,000	C001		1.000	07/06/2021	07/06/2021	150,000	3,000	0	0	2.00%	100.00% 020001-001
Director of Financial Services		C001		115,504	129,364	161,705	129	0		07/06/2021	360	153,000	0	0	0	6,000	Rios, Angie
Payroll Specialist		P005		72,092	72,092	72,092	P005		1.000	01/01/2025	01/01/2025	72,092	1,442	0	0	2.00%	100.00% 020001-003
Payroll Manager		P005		64,317	72,035	90,044	117	0		01/01/2025	0	73,534	0	0	0	0	Vacant007, Vacant
Purchasing Manager		P011		88,000	88,000	88,000	P011		1.000	11/09/2021	11/09/2021	88,000	1,760	0	0	2.00%	100.00% 020001-007
Purchasing Manager		P011		64,317	72,035	90,044	117	0		11/09/2021	234	89,760	0	0	0	0	Strupeck, Michael
Senior Accountant		S001		74,000	74,131	74,263	S001		1.000	07/06/2021	07/06/2021	74,000	1,480	0	0	2.00%	99.82% 020001-004
Senior Accountant		S001		61,254	68,605	85,756	116	0		07/06/2021	360	75,480	0	0	0	0	Bishop, Christina
Senior Accountant		S001		74,000	74,131	74,263	S001		1.000	02/11/2019	02/11/2019	74,263	1,485	0	0	2.00%	100.18% 020001-005
Senior Accountant		S001		61,254	68,605	85,756	116	0		02/11/2019	1236	75,748	0	0	0	0	Kemp, Gregory
Financial Analyst		F005		76,500	76,500	76,500	F005		1.000	10/25/2021	10/25/2021	76,500	1,530	0	0	2.00%	100.00% 020001-006
Financial Analyst		F005		58,337	65,338	81,672	115	0		10/25/2021	249	78,030	0	0	0	0	Kihiro, Gabriel

Summary for

Current Payroll		\$534,855	# Positions	6	
Flat 2% Adjustment	\$10,697		# Positions Adjusted (any type)	6	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$6,000		# Assignment	1	
Total Applied Adjustments	\$10,697				
Proposed Payroll		\$545,552	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Finance Dep't Code: 020001

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Finance

Current Payroll									\$534,855	# Positions	6						
Flat 2% Adjustment									\$10,697	# Positions Adjusted (any type)	6	# Not Adj	0				
Adjustment To Minimum									\$0	# Adjusted To Minimum	0						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$0	# Equity Adjusted	0						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$6,000	# Assignment	1						
Total Applied Adjustments									\$10,697								
Proposed Payroll									\$545,552	% Change		2.00%					

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Fleet Dep't Code: 090050

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Fleet Mgr - Salaried		F003	61,002	61,002	61,002	F003		1.000	04/23/2018	04/23/2018	61,002	1,220	0	0	6.03%	100.00%	090050-001
Fleet Manager		F003	61,254	68,605	85,756	116	0		04/23/2018	1530	64,678	0	2,456	0	1,370	Simons, Michael	

Summary for

Current Payroll

\$61,002

Positions

1

Flat 2% Adjustment

\$1,220

Positions Adjusted (any type)

1

Not Adj 0

Adjustment To Minimum

\$0

Adjusted To Minimum

0

Adjustment To Market

\$0

Adjusted To Market

0

Equity Adjustment

\$2,456

Equity Adjusted

1

Adjustment To Step

\$0

Adjusted To Step

0

OrgExp Adjustment

\$0

OrgExp Adjustments

0

Stipends / Supplements

\$1,370

Assignment

1

Total Applied Adjustments

\$3,676

Proposed Payroll

\$64,678

% Change

6.03%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Fleet Dep't Code: 090050

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Fleet

Current Payroll									\$61,002	# Positions	1						
Flat 2% Adjustment									\$1,220	# Positions Adjusted (any type)	1	# Not Adj	0				
Adjustment To Minimum									\$0	# Adjusted To Minimum	0						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$2,456	# Equity Adjusted	1						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$1,370	# Assignment	1						
Total Applied Adjustments									\$3,676								
Proposed Payroll									\$64,678	% Change					6.03%		

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Human Resources Dep't Code: 010004

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Director of Human Resources		D005	120,000	120,000	120,000	D005		1.000	07/05/2021	07/05/2021	120,000	2,400	0	0	2.00%	100.00%	010004-001
Director of Human Resources		D005	115,504	129,364	161,705	129	0		07/05/2021	361	122,400	0	0	0	0	Talioaga, Irene	
HR Coordinator		H001	78,000	78,000	78,000	H001		1.000	12/13/2021	12/13/2021	78,000	1,560	0	0	2.00%	100.00%	010004-002
HR Coordinator		H001	61,254	68,605	85,756	116	0		12/13/2021	200	79,560	0	0	0	0	Palmer, Renee	
HR Generalist		H002	62,400	62,400	62,400	H002		1.000	12/13/2021	12/13/2021	62,400	1,248	0	0	2.00%	100.00%	010004-003
HR Generalist		H002	50,394	56,441	70,552	112	0		12/13/2021	200	63,648	0	0	0	0	Harris, Heather	

Summary for

Current Payroll	\$260,400	# Positions	3
Flat 2% Adjustment	\$5,208	# Positions Adjusted (any type)	3 # Not Adj 0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$0	# Equity Adjusted	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$5,208		
Proposed Payroll	\$265,608	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Human Resources Dep't Code: 010004

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Human Resources

Current Payroll		\$260,400	# Positions	3	
Flat 2% Adjustment	\$5,208		# Positions Adjusted (any type)	3	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$0		# Assignment	0	
Total Applied Adjustments	\$5,208				
Proposed Payroll		\$265,608	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Info Technology Dep't Code: 060030

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
IT Manager		I001	67,287	67,287	67,287	I001		1.000	10/13/2014	10/13/2014	74,015	1,480	0	0	22.32%	110.00%	060030-001
IT Manager		I001	82,086	91,937	114,921	122	0		10/13/2014	2818	90,536	6,591	8,450	0	720	Reeves, David	
IT Technician I		I002	42,848	42,848	42,848	I002		1.000	03/18/2019	07/11/2019	47,133	943	0	0	11.16%	110.00%	060030-002
User Support Specialist		I002	50,394	56,441	70,552	112	0		07/11/2019	1086	52,393	2,318	1,999	0	720	Williams, Brandon	

Summary for

Current Payroll		\$121,148	# Positions	2
Flat 2% Adjustment	\$2,423		# Positions Adjusted (any type)	2 # Not Adj 0
Adjustment To Minimum	\$8,909		# Adjusted To Minimum	2
Adjustment To Market	\$0		# Adjusted To Market	0
Equity Adjustment	\$10,449		# Equity Adjusted	2
Adjustment To Step	\$0		# Adjusted To Step	0
OrgExp Adjustment	\$0		# OrgExp Adjustments	0
Stipends / Supplements	\$1,440		# Assignment	2
Total Applied Adjustments	\$21,781			
Proposed Payroll		\$142,930	% Change	17.98%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Info Technology Dep't Code: 060030

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Info Technology

Current Payroll									\$121,148	# Positions	2						
Flat 2% Adjustment									\$2,423	# Positions Adjusted (any type)	2	# Not Adj	0				
Adjustment To Minimum									\$8,909	# Adjusted To Minimum	2						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$10,449	# Equity Adjusted	2						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$1,440	# Assignment	2						
Total Applied Adjustments									\$21,781								
Proposed Payroll									\$142,930	% Change		17.98%					

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Library Dep't Code: 060020

Unit Name: Unit Code:

Original		Class	Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
			Hire Date	Promotion	Flat %	Mkt			Step	% Chg							
Proposed		Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Library Manager		L002		60,000	60,000	60,000	L002	1.000	05/17/2021	05/17/2021	60,000	1,200	0	0	2.00%	100.00%	060020-002
Library Manager		L002		58,337	65,338	81,672	115	0	05/17/2021	410	61,200	0	0	0	0	Tierney, Colleen	
Library Assistant Full Time		L001		36,057	36,057	36,057	L001	1.000	05/18/2020	05/18/2020	36,057	721	0	0	18.23%	100.00%	060020-001
Library Technician		L001		41,459	46,434	58,043	108	0	05/18/2020	774	42,631	4,681	1,172	0	0	Bechara, Tanya	
Circulation Clerk I		C017		29,000	29,060	29,120	C017	0.500	11/29/2021	11/29/2021	14,502	290	0	0	2.00%	99.81%	060020-003
Circulation Clerk I		C017		29,464	33,000	41,250	101	0	11/29/2021	214	14,792	0	0	0	0	Russell, Grace	
Circulation Clerk I		C017		29,000	29,060	29,120	C017	0.500	01/03/2022	01/03/2022	14,560	291	0	0	2.00%	100.21%	060020-004
Circulation Clerk I		C017		29,464	33,000	41,250	101	0	01/03/2022	179	14,851	0	0	0	0	Sepulveda, Amy	

Summary for

Current Payroll	\$125,119	# Positions	4
Flat 2% Adjustment	\$2,502	# Positions Adjusted (any type)	4 # Not Adj 0
Adjustment To Minimum	\$4,681	# Adjusted To Minimum	1
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$1,172	# Equity Adjusted	1
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$0	# Assignment	0
Total Applied Adjustments	\$8,356		
Proposed Payroll	\$133,475	% Change	6.68%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Library Dep't Code: 060020

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Library

Current Payroll									\$125,119	# Positions	4						
Flat 2% Adjustment									\$2,502	# Positions Adjusted (any type)	4	# Not Adj	0				
Adjustment To Minimum									\$4,681	# Adjusted To Minimum	1						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$1,172	# Equity Adjusted	1						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$0	# Assignment	0						
Total Applied Adjustments									\$8,356								
Proposed Payroll									\$133,475	% Change		6.68%					

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Municipal Court Dep't Code: 020011

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Court Administrator		C011	62,923	62,923	62,923	C011		1.000	04/09/2003	11/20/2017	62,923	1,258	0	0	8.50%	100.00%	020011-001
Court Administrator		C011	64,317	72,035	90,044	117	0		11/20/2017	1684	68,273	136	3,957	0	0	Ness, Lea	
Senior Deputy Court Clerk		S003	48,097	48,097	48,097	S003		1.000	06/15/2020	06/15/2020	48,097	962	0	0	2.00%	100.00%	020011-004
Senior Deputy Court Clerk		S003	41,459	46,434	58,043	108	0		06/15/2020	746	49,059	0	0	0	0	Walton, Taffenie	

Summary for

Current Payroll		\$111,020	# Positions	2	
Flat 2% Adjustment	\$2,220		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$136		# Adjusted To Minimum	1	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$3,957		# Equity Adjusted	1	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$0		# Assignment	0	
Total Applied Adjustments	\$6,312				
Proposed Payroll		\$117,332	% Change	5.69%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Municipal Court Dep't Code: 020011

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Municipal Court

Current Payroll		\$111,020	# Positions	2	
Flat 2% Adjustment	\$2,220		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$136		# Adjusted To Minimum	1	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$3,957		# Equity Adjusted	1	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$0		# Assignment	0	
 Total Applied Adjustments	 \$6,312				
Proposed Payroll		\$117,332	% Change	5.69%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Parks & Rec Dep't Code: 090040

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Field Services Manager		F004	84,000	84,000	84,000	F004		1.000	03/05/2018	01/24/2022	84,000	1,680	0	0	2.00%	100.00%	090040-001
Field Services Manager		F004	61,254	68,605	85,756	116	0		03/05/2018	158	85,680	0	0	0	0	Rodriguez, Richard	

Summary for

Current Payroll		\$84,000	# Positions	1	
Flat 2% Adjustment	\$1,680		# Positions Adjusted (any type)	1	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$0		# Assignment	0	
Total Applied Adjustments	\$1,680				
Proposed Payroll		\$85,680	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Parks & Rec Dep't Code: 090040

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Parks & Rec

Current Payroll									\$84,000	# Positions	1						
Flat 2% Adjustment									\$1,680	# Positions Adjusted (any type)	1	# Not Adj	0				
Adjustment To Minimum									\$0	# Adjusted To Minimum	0						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$0	# Equity Adjusted	0						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$0	# Assignment	0						
Total Applied Adjustments									\$1,680								
Proposed Payroll									\$85,680	% Change		2.00%					

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Parks Maintenance Dep't Code: 090039

Unit Name: Unit Code:

Original		Class	Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #	
			Hire Date	Promotion	Flat %	Mkt			Step	% Chg								
Proposed		Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name		
Parks Superintnedent		P010		72,092	72,092	72,092	P005		1.000	01/10/2022	01/10/2022	72,000	1,440	0	0	2.00%	99.87%	090039-004
Parks Superintnedent		P010		64,317	72,035	90,044	117	0		06/24/2019	172	73,440	0	0	0	0	White, Jeffrey	
Parks Crew Leader		P001		41,884	41,884	41,884	P001		1.000	09/03/2013	11/04/2019	41,884	838	0	0	2.00%	100.00%	090041-001
Parks Crew Leader		P001		39,485	44,223	55,279	107	0		11/04/2019	970	42,722	0	0	0	0	Weaver, Timothy	
Groundskeeper		G002		33,100	36,464	39,827	G002		1.000	04/03/2017	04/03/2017	39,827	797	0	0	2.00%	109.22%	090039-003
Groundskeeper		G002		30,938	34,650	43,313	102	0		04/03/2017	1915	40,624	0	0	0	0	Brett, Pamela	
Groundskeeper		G002		33,100	36,464	39,827	G002		1.000	12/10/2012	12/10/2012	37,899	758	0	0	2.00%	103.94%	090039-002
Groundskeeper		G002		30,938	34,650	43,313	102	0		12/10/2012	3490	38,657	0	0	0	0	Sims, Jordan	
Groundskeeper		G002		33,100	36,464	39,827	G002		1.000	09/17/2018	09/17/2018	33,100	662	0	0	2.00%	90.78%	090039-001
Groundskeeper		G002		30,938	34,650	43,313	102	0		09/17/2018	1383	33,762	0	0	0	600	Vasquez, Adrian	

Summary for

Current Payroll	\$224,710	# Positions	5
Flat 2% Adjustment	\$4,494	# Positions Adjusted (any type)	5 # Not Adj 0
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$0	# Equity Adjusted	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$600	# Assignment	1
Total Applied Adjustments	\$4,494		
Proposed Payroll	\$229,204	% Change	2.00%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Parks Maintenance Dep't Code: 090039

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Parks Maintenance

Current Payroll		\$224,710	# Positions	5	
Flat 2% Adjustment	\$4,494		# Positions Adjusted (any type)	5	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$600		# Assignment	1	
Total Applied Adjustments	\$4,494				
Proposed Payroll		\$229,204	% Change	2.00%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Police Dep't Code: 050001

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Chief of Police		C002	117,000	117,000	117,000	C002		1.000	10/14/2021	10/14/2021	120,000	2,400	0	0	2.00%	102.56%	050001-002
Chief of Police		C002	121,279	135,832	169,791	130	0		10/14/2021	260	122,400	0	0	0	0	Stuart, James	
Assistant Chief of Police		A001	112,507	112,507	112,507	A001		1.000	06/05/2017	04/08/2019	118,133	2,363	0	0	2.00%	105.00%	050001-001
Assistant Chief of Police		A001	110,004	123,204	154,005	128	0		04/08/2019	1180	120,495	0	0	0	1,800	Cazalas, Cody	
Criminal Investigations Lieutenant		C014	77,002	82,670	88,338	P002	7	1.000	10/15/2003	02/10/2020	94,904	1,898	0	0	2.00%	114.80%	050043-001
Criminal Investigations Lieutenant		C014	82,086	91,937	114,921	122	0		02/10/2015	872	96,802	0	0	0	3,300	Spraggins, Nathan	
Patrol Lieutenant		P002	77,002	82,670	88,338	P002	3	1.000	11/19/2007	04/08/2019	80,600	1,612	0	0	6.23%	97.50%	050042-001
Patrol Lieutenant		P002	82,086	91,937	114,921	122	0		04/08/2019	1180	85,625	0	3,413	0	2,409	Bomer, James	
Professional Standards Officer		P006	59,883	59,883	59,883	P006		1.000	07/13/2020	07/13/2020	64,272	1,285	0	0	31.07%	107.33%	050044-004
Professional Standards Officer		P006	82,086	91,937	114,921	122	0		07/13/2018	718	84,239	16,529	2,153	0	5,780	Dutton, Derrick	
Support Services Lieutenant		S010	77,002	82,670	88,338	P002		1.000	01/01/2000	04/24/2017	97,104	1,942	0	0	2.00%	117.46%	050044-007
Support Services Lieutenant		S010	82,086	91,937	114,921	122	0		04/24/2014	1894	99,046	0	0	0	0	Jones, Dwain	
Criminal Investigations Sergeant		C015	73,340	78,665	83,990	P004	5	1.000	07/11/2011	05/03/2020	86,216	1,724	0	0	2.00%	109.60%	050043-002
Criminal Investigations Sergeant		C015	70,909	79,418	99,273	119	0		05/03/2017	789	87,940	0	0	0	3,300	Schlather, Stephen	
Patrol Sergeant		P004	73,340	78,665	83,990	P004	3	1.000	06/05/2017	10/01/2020	80,538	1,611	0	0	2.00%	102.38%	050042-028
Patrol Sergeant		P004	70,909	79,418	99,273	119	0		10/01/2020	638	82,148	0	0	0	3,900	Clements, Mary	
Patrol Sergeant		P004	73,340	78,665	83,990	P004	3	1.000	11/16/2015	05/14/2020	80,538	1,611	0	0	2.00%	102.38%	050042-029
Patrol Sergeant		P004	70,909	79,418	99,273	119	0		05/14/2019	778	82,148	0	0	0	1,800	Davis, Shannon	
Patrol Sergeant		P004	73,340	78,665	83,990	P004	3	1.000	10/23/2017	01/17/2022	77,002	1,540	0	0	2.00%	97.89%	050042-030
Patrol Sergeant		P004	70,909	79,418	99,273	119	0		01/17/2022	165	78,542	0	0	0	6,980	Long, Cody	
Patrol Sergeant		P004	73,340	78,665	83,990	P004	2	1.000	04/26/2006	10/01/2020	78,770	1,575	0	0	2.00%	100.13%	050042-027
Patrol Sergeant		P004	70,909	79,418	99,273	119	0		10/01/2020	638	80,345	0	0	0	3,300	Valles, Jesus	
Street Crimes Sergeant		S007	73,340	78,665	83,990	S007		1.000	02/25/2008	10/01/2020	89,981	1,800	0	0	2.00%	114.38%	050043-006
Street Crimes Sergeant		S007	70,909	79,418	99,273	119	0		10/01/2014	638	91,780	0	0	0	2,700	Mitchell, Conor	
Support Services Sergeant		S011	73,340	78,665	83,990	P004	4	1.000	11/16/2015	10/01/2020	82,410	1,648	0	0	2.00%	104.76%	050044-008
Support Services Sergeant		S011	70,909	79,418	99,273	119	0		10/01/2018	638	84,058	0	0	0	1,800	Bellenir, Joshua	
Community Resource Officer		C009	74,589	74,589	74,589	C009		1.000	10/17/2002	07/12/2021	78,312	1,566	0	0	2.00%	104.99%	050044-002
Community Resource Officer		C009	58,337	65,338	81,672	115	0		07/12/2008	354	79,878	0	0	0	1,800	Glass, Suzanne	
Detective		D002	56,077	64,615	73,154	P003		1.000	11/02/1998	10/01/2020	82,347	0	0	0	0.00%	127.44%	050043-005
Detective		D002	58,337	65,338	81,672	115	0		10/01/2007	638	82,347	0	0	0	1,800	Moehrig, Michael	
Detective		D002	56,077	64,615	73,154	P003	6	1.000	01/01/2025	01/01/2025	62,587	1,252	0	0	2.00%	96.86%	050043-003
Detective		D002	58,337	65,338	81,672	115	0		01/01/2025	0	63,839	0	0	0	5,480	Vacant008, Vacant	
Detective		D002	56,077	64,615	73,154	P003	10	1.000	01/01/2025	01/01/2025	68,390	1,368	0	0	2.00%	105.84%	050043-004
Detective		D002	58,337	65,338	81,672	115	0		01/01/2025	0	69,758	0	0	0	1,200	Vacant009, Vacant	
Patrol Officer		P003	56,077	64,615	73,154	P003	4	1.000	01/25/2016	10/01/2020	62,878	1,258	0	0	2.00%	97.31%	050042-013
Patrol Officer		P003	58,337	65,338	81,672	115	0		01/25/2018	638	64,136	0	0	0	3,980	Carpenter, Christopher	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Police Dep't Code: 050001

Unit Name: Unit Code:

Original			Class				Grade			Step	FTE	Experience		Salary	Adjustments				Compa	Position #
			Title		Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd			Flat %	Mkt	Step	% Chg	
Proposed															Min	Max	OrgExp	Asgn	Employee Name	
Patrol Officer		P003	56,077	64,615	73,154	P003	2	1.000		05/06/2019	05/06/2019	61,506	1,230	0	0	2.00%	95.19%	050042-005		
Patrol Officer		P003	58,337	65,338	81,672	115	0			05/06/2019	1152	62,736	0	0	0	4,880	Dalton, Mckenzie			
Patrol Officer		P003	56,077	64,615	73,154	P003	2	1.000		09/21/2020	09/21/2021	61,506	1,230	0	0	2.00%	95.19%	050042-006		
Patrol Officer		P003	58,337	65,338	81,672	115	0			09/21/2020	283	62,736	0	0	0	2,100	Halstrom, Sarah			
Patrol Officer		P003	56,077	64,615	73,154	P003	3	1.000		07/26/2021	07/26/2021	61,506	1,230	0	0	2.00%	95.19%	050042-008		
Patrol Officer		P003	58,337	65,338	81,672	115	0			07/26/2021	340	62,736	0	0	0	2,700	Haupt, Donald			
Patrol Officer		P003	56,077	64,615	73,154	P003	7	1.000		03/02/2015	03/02/2015	67,184	1,344	0	0	2.00%	103.98%	050042-021		
Patrol Officer		P003	58,337	65,338	81,672	115	0			03/02/2015	2678	68,528	0	0	0	3,980	Inlow, Zachary			
Patrol Officer		P003	56,077	64,615	73,154	P003	3	1.000		05/03/2021	05/03/2021	61,506	1,230	0	0	2.00%	95.19%	050042-009		
Patrol Officer		P003	58,337	65,338	81,672	115	0			05/03/2019	424	62,736	0	0	0	1,500	Irani, Rooshad			
Patrol Officer		P003	56,077	64,615	73,154	P003	8	1.000		10/23/2017	10/23/2017	70,221	1,404	0	0	2.00%	108.68%	050042-023		
Patrol Officer		P003	58,337	65,338	81,672	115	0			10/23/2014	1712	71,625	0	0	0	4,580	Johnson, Keegan			
Patrol Officer		P003	56,077	64,615	73,154	P003	5	1.000		06/19/2017	06/19/2017	64,272	1,285	0	0	2.00%	99.47%	050042-016		
Patrol Officer		P003	58,337	65,338	81,672	115	0			06/19/2017	1838	65,557	0	0	0	2,700	Mattingly, Scott			
Patrol Officer		P003	56,077	64,615	73,154	P003	7	1.000		02/26/2018	02/26/2018	67,184	1,344	0	0	2.00%	103.98%	050042-022		
Patrol Officer		P003	58,337	65,338	81,672	115	0			02/26/2016	1586	68,528	0	0	0	4,800	Maya, Mauricio			
Patrol Officer		P003	56,077	64,615	73,154	P003	6	1.000		06/03/2018	06/03/2018	65,707	1,314	0	0	2.00%	101.69%	050042-017		
Patrol Officer		P003	58,337	65,338	81,672	115	0			06/03/2016	1489	67,021	0	0	0	6,680	Mora, Edward			
Patrol Officer		P003	56,077	64,615	73,154	P003	1	1.000		05/03/2021	05/03/2021	58,885	1,178	0	0	2.00%	91.13%	050042-002		
Patrol Officer		P003	58,337	65,338	81,672	115	0			05/03/2021	424	60,063	0	0	0	0	Prince, Robert			
Patrol Officer		P003	56,077	64,615	73,154	P003	1	1.000		09/21/2020	09/21/2020	60,195	1,204	0	0	2.00%	93.16%	050042-003		
Patrol Officer		P003	58,337	65,338	81,672	115	0			09/21/2020	648	61,399	0	0	0	0	Reid, Brandy			
Patrol Officer		P003	56,077	64,615	73,154	P003	3	1.000		11/16/2020	11/16/2020	62,878	1,258	0	0	2.00%	97.31%	050042-011		
Patrol Officer		P003	58,337	65,338	81,672	115	0			11/16/2018	592	64,136	0	0	0	1,200	Robertson, Anthony			
Patrol Officer		P003	56,077	64,615	73,154	P003	6	1.000		10/29/2018	10/29/2018	67,184	1,344	0	0	2.00%	103.98%	050042-019		
Patrol Officer		P003	58,337	65,338	81,672	115	0			10/29/2015	1341	68,528	0	0	0	6,680	Rogers, Chad			
Patrol Officer		P003	56,077	64,615	73,154	P003	1	1.000		07/26/2021	07/26/2021	58,885	1,178	0	0	2.00%	91.13%	050042-004		
Patrol Officer		P003	58,337	65,338	81,672	115	0			07/26/2021	340	60,063	0	0	0	1,500	Sandoval, David			
Patrol Officer		P003	56,077	64,615	73,154	P003	3	1.000		09/23/2019	11/15/2021	67,184	1,344	0	0	2.00%	103.98%	050042-012		
Patrol Officer		P003	58,337	65,338	81,672	115	0			09/23/2019	228	68,528	0	0	0	3,380	Stevens, Davin			
Patrol Officer		P003	56,077	64,615	73,154	P003	4	1.000		11/16/2020	11/16/2021	64,272	1,285	0	0	2.00%	99.47%	050042-015		
Patrol Officer		P003	58,337	65,338	81,672	115	0			11/16/2019	227	65,557	0	0	0	1,200	Stigent, Colt			
Patrol Officer		P003	56,077	64,615	73,154	P003	3	1.000		01/01/2025	01/01/2025	58,573	1,171	0	0	2.00%	90.65%	050042-010		
Patrol Officer		P003	58,337	65,338	81,672	115	0			01/01/2025	0	59,744	0	0	0	2,100	Vacant010, Vacant			
Patrol Officer		P003	56,077	64,615	73,154	P003	4	1.000		01/01/2025	01/01/2025	59,883	1,198	0	0	2.00%	92.68%	050042-014		
Patrol Officer		P003	58,337	65,338	81,672	115	0			01/01/2025	0	61,081	0	0	0	1,800	Vacant011, Vacant			

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Police Dep't Code: 050001

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Patrol Officer		P003	56,077	64,615	73,154	P003	6	1.000	01/01/2025	01/01/2025	62,587	1,252	0	0	2.00%	96.86%	050042-018
Patrol Officer		P003	58,337	65,338	81,672	115	0		01/01/2025	0	63,839	0	0	0	6,680	Vacant012, Vacant	
Patrol Officer		P003	56,077	64,615	73,154	P003	8	1.000	01/01/2025	01/01/2025	65,520	1,310	0	0	2.00%	101.40%	050042-024
Patrol Officer		P003	58,337	65,338	81,672	115	0		01/01/2025	0	66,830	0	0	0	6,080	Vacant013, Vacant	
Patrol Officer		P003	56,077	64,615	73,154	P003	11	1.000	01/01/2025	01/01/2025	69,930	1,399	0	0	2.00%	108.22%	050042-025
Patrol Officer		P003	58,337	65,338	81,672	115	0		01/01/2025	0	71,328	0	0	0	5,180	Vacant014, Vacant	
Patrol Officer		P003	56,077	64,615	73,154	P003	6	1.000	06/08/2015	10/01/2020	65,707	1,314	0	0	2.00%	101.69%	050042-020
Patrol Officer		P003	58,337	65,338	81,672	115	0		10/01/2016	638	67,021	0	0	0	600	Vargas, John	
Patrol Officer		P003	56,077	64,615	73,154	P003	13	1.000	01/13/2008	10/01/2020	76,814	1,536	0	0	2.00%	118.88%	050042-026
Patrol Officer		P003	58,337	65,338	81,672	115	0		10/01/2009	638	78,351	0	0	0	6,680	Wheeler, Randy	
Patrol Officer		P003	56,077	64,615	73,154	P003	2	1.000	05/18/2020	05/18/2020	60,195	1,204	0	0	2.00%	93.16%	050044-007
Patrol Officer		P003	58,337	65,338	81,672	115	0		05/18/2020	774	61,399	0	0	0	1,500	Woolverton, Jeffery	
Crime Scene/Evidence Tech.		C013	71,531	71,531	71,531	C013		1.000	06/19/2017	03/04/2020	75,109	0	0	0	0.00%	105.00%	050044-003
Crime Scene/Evidence Tech.		C013	50,394	56,441	70,552	112	0		03/04/2010	849	75,109	0	0	0	2,400	Alcocer, Jamie	
Sr Code Enforcement Officer		C006	42,848	42,848	42,848	C006		1.000	08/03/2020	08/03/2020	44,990	900	0	0	4.18%	105.00%	050044-001
Sr Code Enforcement Officer		C006	45,709	51,194	63,992	110	0		08/03/2020	697	46,873	0	982	0	0	Huerta, Ronee	
Public Information & Law Enforcement Spec		P009	39,645	39,645	39,645	P009		1.000	09/23/2019	08/20/2020	39,645	793	0	0	7.17%	100.00%	050044-005
Public Information & Law Enforcement Spec		P009	41,459	46,434	58,043	108	0		08/20/2020	680	42,489	1,022	1,030	0	0	Lively, Dana	
Sr. Management Assistant		S005	58,380	58,380	58,380	S005		1.000	11/13/2006	10/07/2019	60,154	0	0	0	0.00%	103.04%	050001-003
Administrative Assistant		S005	39,485	44,223	55,279	107	0		10/07/2019	998	60,154	0	0	0	900	Vela, Edna	
Senior Animal Control Officer		S002	52,998	52,998	52,998	S002		1.000	03/02/2015	10/01/2020	57,304	0	0	0	0.00%	108.12%	050044-006
Senior Animal Control Officer		S002	37,605	42,117	52,647	106	0		10/01/2020	638	57,304	0	0	0	0	Cunningham, Wayne	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Police Dep't Code: 050001

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for

Current Payroll	\$3,321,465	# Positions	47	
Flat 2% Adjustment	\$60,931	# Positions Adjusted (any type)	46	# Not Adj 1
Adjustment To Minimum	\$17,550	# Adjusted To Minimum	2	
Adjustment To Market	\$0	# Adjusted To Market	0	
Equity Adjustment	\$7,578	# Equity Adjusted	4	
Adjustment To Step	\$0	# Adjusted To Step	0	
OrgExp Adjustment	\$0	# OrgExp Adjustments	0	
Stipends / Supplements	\$133,129	# Assignment	40	
Total Applied Adjustments	\$86,059			
Proposed Payroll	\$3,407,524	% Change	2.59%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Police Dep't Code: 050001

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Police

Current Payroll	\$3,321,465	# Positions	47	
Flat 2% Adjustment	\$60,931	# Positions Adjusted (any type)	46	# Not Adj 1
Adjustment To Minimum	\$17,550	# Adjusted To Minimum	2	
Adjustment To Market	\$0	# Adjusted To Market	0	
Equity Adjustment	\$7,578	# Equity Adjusted	4	
Adjustment To Step	\$0	# Adjusted To Step	0	
OrgExp Adjustment	\$0	# OrgExp Adjustments	0	
Stipends / Supplements	\$133,129	# Assignment	40	
 Total Applied Adjustments	 \$86,059			
Proposed Payroll	\$3,407,524	% Change	2.59%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Pub Works Administration Dep't Code: 040001

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Director of Public Works & engineering	D007		160,000	160,000	160,000	D007		1.000	11/08/2021	11/08/2021	160,000	1,705	0	0	1.07%	100.00%	040001-002
Director of Public Works & engineering	D007		115,504	129,364	161,705	129	0		11/08/2021	235	161,705	0	0	0	0	Patla, Padmavathy	
Sr. Management Assistant	S005		58,380	58,380	58,380	S005		1.000	10/23/2002	10/01/2020	60,154	0	0	0	0.00%	103.04%	040001-001
Administrative Assistant	S005		39,485	44,223	55,279	107	0		10/01/2020	638	60,154	0	0	0	900	Gonzales, Stella	

Summary for

Current Payroll		\$220,154	# Positions	2	
Flat 2% Adjustment	\$1,705		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$900		# Assignment	1	
Total Applied Adjustments	\$1,705				
Proposed Payroll		\$221,859	% Change	0.77%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Pub Works Administration Dep't Code: 040001

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Pub Works Administration

Current Payroll		\$220,154	# Positions	2	
Flat 2% Adjustment	\$1,705		# Positions Adjusted (any type)	2	# Not Adj 0
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$900		# Assignment	1	
Total Applied Adjustments	\$1,705				
Proposed Payroll		\$221,859	% Change	0.77%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Streets/Drain Dep't Code: 040060

Unit Name: Unit Code:

Original	Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
									Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Crew Leader		C012	58,530	60,212	61,894	C012		1.000	07/02/2007	09/03/2019	61,894	0	0	0	0.00%	102.79%	040060-002
Crew Leader		C012	43,532	48,756	60,945	109	0		09/03/2019	1032	61,894	0	0	0	360	Kirk, Lance	
Crew Leader		C012	58,530	60,212	61,894	C012		1.000	01/22/2018	09/04/2019	58,530	1,171	0	0	2.00%	97.21%	040060-001
Crew Leader		C012	43,532	48,756	60,945	109	0		09/04/2019	1031	59,701	0	0	0	0	Towns, Eric	
Streets & Drainage Foreman- Salary	S008		41,600	41,600	41,600	S008		1.000	05/20/2019	03/09/2020	61,808	0	0	0	0.00%	148.58%	040060-004
Streets & Drainage Supervisor	S008		41,459	46,434	58,043	108	0		03/09/2020	844	61,808	0	0	0	0	Hartsgrove, James	
Streets & Drainage Tech II	S009		33,280	33,280	33,280	S009		1.000	07/15/2019	03/18/2020	41,787	836	0	0	2.00%	125.56%	040060-005
Streets & Drainage Tech II	S009		34,109	38,202	47,752	104	0		03/18/2020	835	42,623	0	0	0	0	Maggart, Tanner	
Street & Drainage Maintenance Technician	IS006		31,970	31,970	31,970	S006		1.000	06/19/2017	10/22/2018	45,011	900	0	0	2.00%	140.79%	040060-003
Streets & Drainage Tech II	S009		34,109	38,202	47,752	104	0		10/22/2018	1348	45,911	0	0	0	900	Rodriguez, Jose	

Summary for

Current Payroll	\$269,031	# Positions	5
Flat 2% Adjustment	\$2,907	# Positions Adjusted (any type)	4 # Not Adj 1
Adjustment To Minimum	\$0	# Adjusted To Minimum	0
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$0	# Equity Adjusted	0
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$1,260	# Assignment	2
Total Applied Adjustments	\$2,907		
Proposed Payroll	\$271,938	% Change	1.08%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Streets/Drain Dep't Code: 040060

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Streets/Drain

Current Payroll		\$269,031	# Positions	5	
Flat 2% Adjustment	\$2,907		# Positions Adjusted (any type)	4	# Not Adj 1
Adjustment To Minimum	\$0		# Adjusted To Minimum	0	
Adjustment To Market	\$0		# Adjusted To Market	0	
Equity Adjustment	\$0		# Equity Adjusted	0	
Adjustment To Step	\$0		# Adjusted To Step	0	
OrgExp Adjustment	\$0		# OrgExp Adjustments	0	
Stipends / Supplements	\$1,260		# Assignment	2	
Total Applied Adjustments	\$2,907				
Proposed Payroll		\$271,938	% Change	1.08%	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Utilities Dep't Code: 040058

Unit Name: Unit Code:

Original		Class		Grade				Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
										Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed		Title	Code	Min	Mkt	Max	#		Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	
Utility Superintendent		U002		80,817	80,817	80,817	U002		1.000	09/02/2014	10/22/2018	80,817	1,616	0	0	2.00%	100.00%	040058-002
Utility Superintendent		U002		67,533	75,637	94,546	118	0		10/22/2018	1348	82,433	0	0	0	0	Edwards, Joseph	
Senior Utility Technician		S004		61,339	61,339	61,339	S004		1.000	10/28/2013	05/21/2018	63,170	1,263	0	0	2.00%	102.98%	040058-001
Senior Utility Technician		S004		47,994	53,754	67,192	111	0		05/21/2018	1502	64,433	0	0	0	0	Duffey, Calynn	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	04/22/2019	01/10/2020	46,062	921	0	0	2.00%	96.71%	040058-007
Utility Technician		U003		43,532	48,756	60,945	109	0		01/10/2020	903	46,983	0	0	0	0	Blanton, Micah	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	09/09/2019	09/09/2019	43,919	878	0	0	2.83%	92.22%	040058-005
Utility Technician		U003		43,532	48,756	60,945	109	0		09/09/2019	1026	45,164	0	366	0	0	Burnett, Savoy	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	04/22/2019	05/14/2020	50,346	1,007	0	0	2.00%	105.71%	040058-009
Utility Technician		U003		43,532	48,756	60,945	109	0		05/14/2020	778	51,353	0	0	0	0	Clawson, Dustin	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	01/22/2018	05/13/2021	44,782	896	0	0	2.00%	94.03%	040058-006
Utility Technician		U003		43,532	48,756	60,945	109	0		05/13/2021	414	45,678	0	0	0	0	Duncan, Travis	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	12/05/2016	09/21/2020	53,186	1,064	0	0	2.00%	111.67%	040058-010
Utility Technician		U003		43,532	48,756	60,945	109	0		09/21/2020	648	54,249	0	0	0	0	Gonzales, Pedro	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	11/04/2019	11/04/2019	43,576	872	0	0	3.44%	91.49%	040058-003
Utility Technician		U003		43,532	48,756	60,945	109	0		11/04/2019	970	45,075	0	627	0	600	Keilers, Kenneth	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	12/18/2017	08/30/2019	47,757	955	0	0	2.00%	100.27%	040058-008
Utility Technician		U003		43,532	48,756	60,945	109	0		08/30/2019	1036	48,712	0	0	0	0	Monroe, Carson	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	11/06/2017	11/06/2017	42,619	852	0	0	8.48%	89.49%	040058-004
Utility Technician		U003		43,532	48,756	60,945	109	0		11/06/2017	1698	46,232	61	2,700	0	0	Parker, Nicholas	
Utility Technician		U003		41,777	47,627	53,477	U003		1.000	07/06/2015	07/06/2015	53,477	1,070	0	0	2.00%	112.28%	040058-011
Utility Technician		U003		43,532	48,756	60,945	109	0		07/06/2015	2552	54,546	0	0	0	0	Townsend, Anthony	

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Utilities Dep't Code: 040058

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for

Current Payroll									\$569,710	# Positions	11						
Flat 2% Adjustment									\$11,394	# Positions Adjusted (any type)	11	# Not Adj	0				
Adjustment To Minimum									\$61	# Adjusted To Minimum	1						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$3,693	# Equity Adjusted	3						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$600	# Assignment	1						
Total Applied Adjustments									\$15,148								
Proposed Payroll									\$584,859	% Change	2.66%						

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Utilities Dep't Code: 040058

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Utilities

Current Payroll									\$569,710	# Positions	11						
Flat 2% Adjustment									\$11,394	# Positions Adjusted (any type)	11	# Not Adj	0				
Adjustment To Minimum									\$61	# Adjusted To Minimum	1						
Adjustment To Market									\$0	# Adjusted To Market	0						
Equity Adjustment									\$3,693	# Equity Adjusted	3						
Adjustment To Step									\$0	# Adjusted To Step	0						
OrgExp Adjustment									\$0	# OrgExp Adjustments	0						
Stipends / Supplements									\$600	# Assignment	1						
Total Applied Adjustments									\$15,148								
Proposed Payroll									\$584,859	% Change	2.66%						

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Utility Billing Dep't Code: 020010

Unit Name: Unit Code:

Original	Class							Grade		Step	FTE	Experience		Salary	Adjustments				Compa Ratio	Position #
												Hire Date	Promotion		Flat %	Mkt	Step	% Chg		
Proposed	Title		Code		Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name			
Utility Meter Sup.	U001		58,723	58,723	58,723	U001		1.000	11/20/2002	10/22/2018	58,723	1,174	0	0	14.92%	100.00%	020010-003			
Utility Billing Manager	U001		64,317	72,035	90,044	117	0		10/22/2018	1348	67,484	4,419	3,167	0	1,620	Beran, Amanda				
Water Services Technician	W001		42,203	42,203	42,203	W00		1.000	08/24/2009	08/24/2009	42,203	844	0	0	2.00%	100.00%	020010-004			
Water Services Technician	W001		35,814	40,112	50,140	105	0		08/24/2009	4694	43,047	0	0	0	0	Hartman, David				
Customer Service Representative	C016		32,136	33,507	34,878	C016		1.000	10/11/2021	10/11/2021	32,136	643	0	0	6.14%	95.91%	020010-001			
Customer Service Representative	C016		34,109	38,202	47,752	104	0		10/11/2021	263	34,109	1,330	0	0	0	Roeglin, Renee				
Customer Service Representative	C016		32,136	33,507	34,878	C016		1.000	01/01/2025	01/01/2025	34,878	698	0	0	2.00%	104.09%	020010-002			
Customer Service Representative	C016		34,109	38,202	47,752	104	0		01/01/2025	0	35,576	0	0	0	0	Vacant015, Vacant				

Summary for

Current Payroll	\$167,941	# Positions	4
Flat 2% Adjustment	\$3,359	# Positions Adjusted (any type)	4 # Not Adj 0
Adjustment To Minimum	\$5,749	# Adjusted To Minimum	2
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$3,167	# Equity Adjusted	1
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$1,620	# Assignment	1
Total Applied Adjustments	\$12,275		
Proposed Payroll	\$180,216	% Change	7.31%

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Utility Billing Dep't Code: 020010

Unit Name: Unit Code:

Original								Experience			Adjustments				Compa Ratio	Position #
	Class		Grade			Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name	

Summary for Utility Billing

Current Payroll									\$167,941	# Positions		4					
Flat 2% Adjustment									\$3,359	# Positions Adjusted (any type)		4	# Not Adj	0			
Adjustment To Minimum									\$5,749	# Adjusted To Minimum		2					
Adjustment To Market									\$0	# Adjusted To Market		0					
Equity Adjustment									\$3,167	# Equity Adjusted		1					
Adjustment To Step									\$0	# Adjusted To Step		0					
OrgExp Adjustment									\$0	# OrgExp Adjustments		0					
Stipends / Supplements									\$1,620	# Assignment		1					
Total Applied Adjustments									\$12,275								
Proposed Payroll									\$180,216	% Change		7.31%					

Hutto, TX Implementation Report

Proposed Pay Plan Unified

Dep't Name: Utility Billing Dep't Code: 020010

Unit Name: Unit Code:

Original									Experience			Adjustments				Compa Ratio	Position #
	Class		Grade				Step	FTE	Hire Date	Promotion	Salary	Flat %	Mkt	Step	% Chg		
	Title	Code	Min	Mkt	Max	#	Duty	Exper.Date	Days All'd		Min	Max	OrgExp	Asgn	Employee Name		

Summary for Pay Plan: Unified

Current Payroll	\$7,953,843	# Positions	115
Flat 2% Adjustment	\$145,638	# Positions Adjusted (any type)	113
Adjustment To Minimum	\$37,086	# Adjusted To Minimum	9
Adjustment To Market	\$0	# Adjusted To Market	0
Equity Adjustment	\$32,472	# Equity Adjusted	13
Adjustment To Step	\$0	# Adjusted To Step	0
OrgExp Adjustment	\$0	# OrgExp Adjustments	0
Stipends / Supplements	\$176,439	# Assignment	58
Total Applied Adjustments	\$215,197		
Proposed Payroll	\$8,169,040	% Change	2.71%

AGENDA ITEM REPORT

12.3.



To: City Council
Subject: Presentation on speed limits and traffic light coordination and safety (Chief Jim Stuart)
Meeting: Thursday, April 21, 2022
Department: Police Department /
Staff Contact: Jim Stuart

BACKGROUND INFORMATION:

Chief Stuart will provide a 3 year review of collision data to identify the primary areas of town where collisions occur, and provide recommendations for traffic surveys and safety at problem intersections and roadways.

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Traffic Data Presentation



City of Hutto Police Department



Traffic, Collision and Safety Review

Jim Stuart
Chief of Police

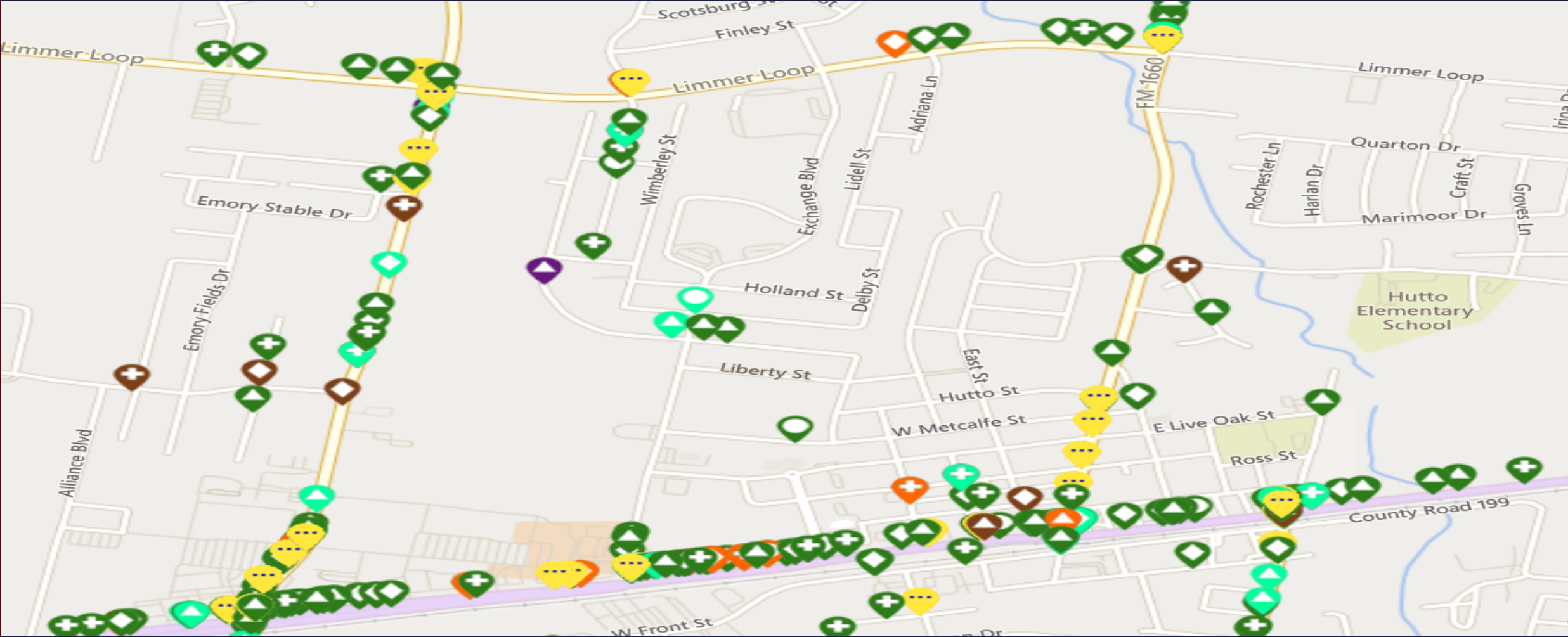
Collision Data 2019-2021



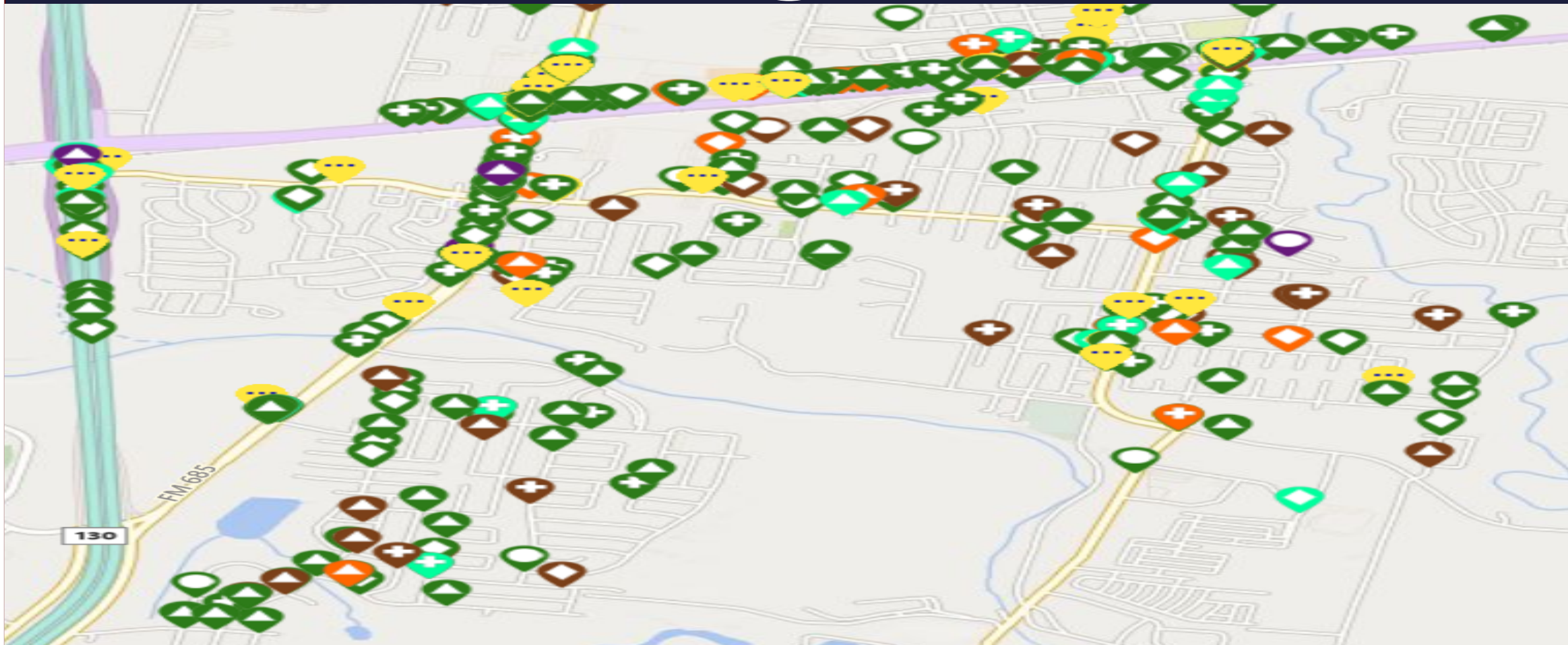
From January 1, 2019 through December 31, 2021 the Police Department investigated 846 collisions.

2019	231 total collisions
2020	230 total collisions
2021	385 total collisions

Collision Locations North



Collision Locations South



Yearly Collisions



Collisions occur most frequently at the following locations;

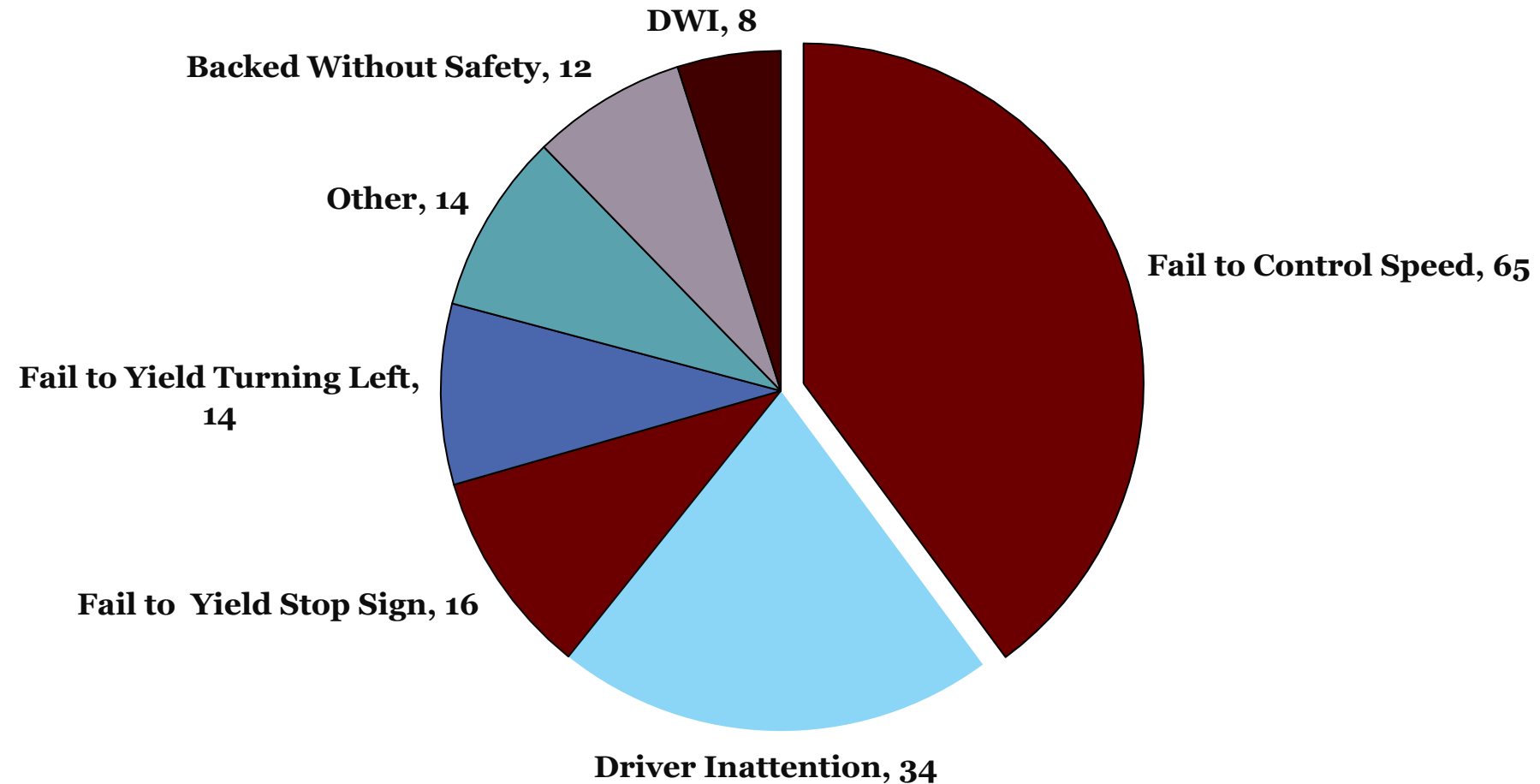
» Highway 79 between Chris Kelley and FM 1660	249 collisions
» Chris Kelley between Knowles and Highway 79	106 collisions
» FM 1660 from Meadowlark to 79 and 79 to Limmer Loop	99 collisions
» 130 Toll Road between Brushy Creek and 79	78 collisions
» Ed Schmidt from Highway 79 to Limmer Loop	<u>72 collisions</u>
	604 collisions

Main Reasons for Collisions

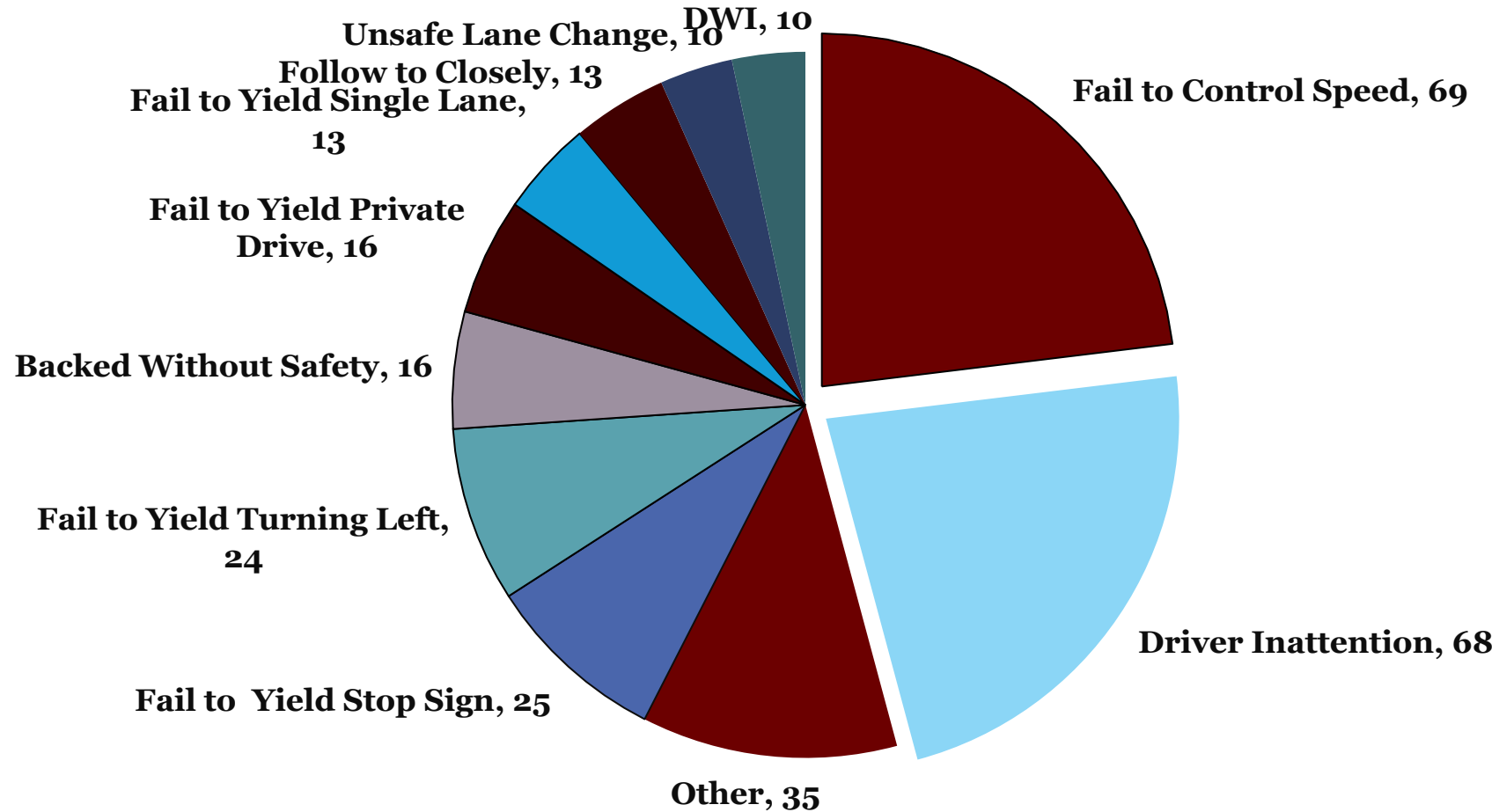


1. Fail to control speed
2. Driver inattention
3. Fail to yield right of way – stop sign
4. Fail to yield right of way – turning left
5. Backed without safety
6. Followed too closely
7. Failed to yield right of way – private drive
8. Changed lanes when unsafe
9. Under influence of alcohol

231 Collisions in 2019



385 Collisions in 2021



Ed Schmidt at 79



Recommendations



- Request TXDOT conduct a traffic and signal light survey is along 79, Chris Kelley and Ed Schmidt.
- Dedicated right hand turn lanes on Ed Schmidt and On Chris Kelley at the High School.
- Lengthen the left and right hand turn lanes on southbound Ed Schmidt
- The addition of the traffic signal at Chris Kelley and Knowles will help reduce the collisions in that area.
- One consistent speed limit on 79 within the city limits.
- Add a 5 person dedicated traffic unit.

Innovation at Limmer Loop



Since 2019 there has been 22 collisions
for failing to yield right of way
or disregarding the stop sign.

No fatalities

3 injuries

Request County install a traffic signal.



1660 at Chandler Road

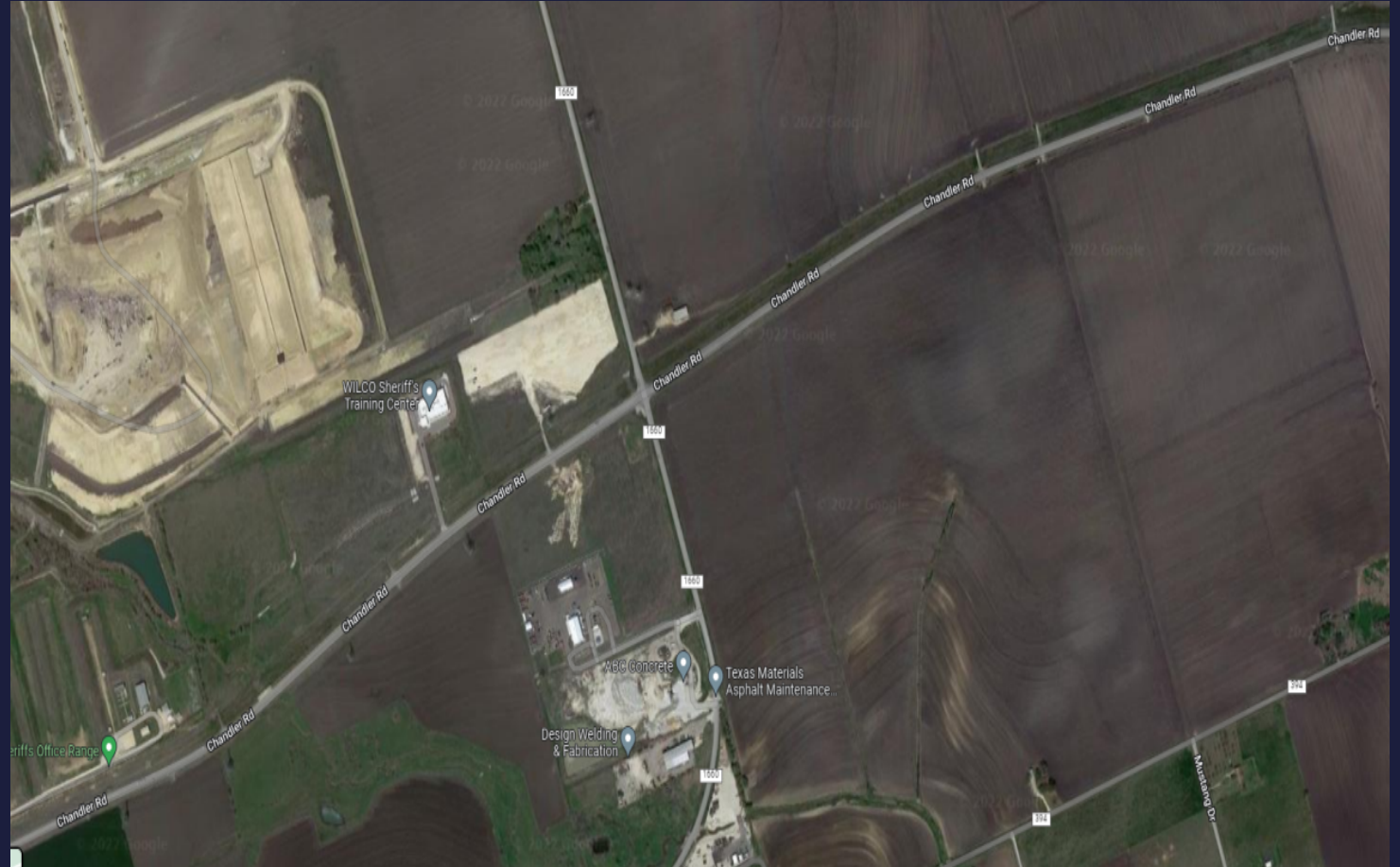


During the same time range there has been 29 collisions on Chandler road for failing to yield at the stop sign and driver inattention.

3 fatalities

18 injuries

Request TXDOT install a traffic signal.



City of Hutto Police Department



AGENDA ITEM REPORT

12.4.



To: City Council
Subject: Discussion and possible action on Outside Agency Funding (OAF) Process
(Council Member Debbie Holland)
Meeting: Thursday, April 21, 2022
Department: Communications /
Staff Contact: Kristi Robich, Stacy Schmitt

BACKGROUND INFORMATION:

Prior to 2020, the Finance Division solely handled all aspects of Outside Agency Funding (OAF). After the creation of the Community Outreach & Programs (CO&P) division, one of our main goals was to reestablish and/or nurture existing relationships within the community and region. CO&P staff became the liaison for scheduling presentations with outside agencies for funding requests as well as collaborating with the Communications team to highlight those services throughout the year. Finance staff continued to handle the reporting side.

2020 (Request for FY21)

During a special called City Council meeting on July 23, City Council gave OAF applicants the option of either sending in a 3-5 minute video or to come in person to give a 3-5 minute presentation on each program. Presentation dates were: **August 11, August 12, August 20, and September 3.** July 27: Notification email sent to previous applicants and dates scheduled. See attached approved funding spreadsheet for allocations.

- Hutto Resource Center
- Hutto Education Foundation
- TSTC Foundation
- HuttoYoung Life
- Opportunities for Williamson & Burnet Counties-Meals on Wheels
- Hutto Lutheran Church-Feeding the 5000
- Sandbox at Madeline's Place
- A Legend's Lyfe Foundation
- Round Rock Area Serving Center
- Hutto Family YMCA
-

*The Williamson County Crisis Center (Hope Alliance), Williamson County Children's Advocacy Center, and the Williamson County and Cities Health District are considered a budgeted line-item. These budgeted items to regional non-profit service providers are through a contract.

Staff also produced a video highlight for FY21 OAF awardees to showcase how the OAF funding was put to use. Example: Hutto Education Foundation and the C-Pen (tool used for students with

AGENDA ITEM REPORT

12.4.



dyslexia).

2021 (Request for FY22)

June 24: Email sent to all previous applicants with OAF application. Staff were instructed to create a criteria score sheet and bring back recommendations to council (final collective score sheet attached to include staff recommendation and city council final approval).

The agencies below applied:

A Legends Lyfe Foundation

Hutto Education Foundation

Hutto Lutheran Church

Hutto Resource Center

The Sandbox at Madeline's Place

YMCA

SUMMARY OF REQUEST:

A review of the Outside Agency Funding program and process was requested by City Council.

STAFF REVIEW:

FINANCIAL IMPACT:

For Fiscal Year 2020 City Council approved \$179,000.

For Fiscal Year 2021 the total amount of funding requested was \$218,000 and the City Council approved \$192,000.

For Fiscal Year 2022 the total amount of funding requested was \$185,400, staff recommended \$120,000, and City Council approved \$120,400.

POLICY IMPLICATIONS:

Fiscal & Budget Policy June 18, 2020 (full policy is attached)

I. Outside Agency Funding – The City Council may fund a number of outside agencies and organizations that provide core services for the citizens of Hutto. The amount of funding received by each agency depends upon Council direction and the availability of funds. The City Council may designate up to 1.0% of the estimated General Fund revenues during the budget process.

1. Funding Process - A standardized process for application, review, monitoring, and reporting will be provided by the City. All agencies are required to submit applications for funding to the City during the budget process. Applications will include the following:

- a. Information about the organization including organization's purpose, charter, board of directors, etc.

AGENDA ITEM REPORT

12.4.



- b. Copy of organization's financial policies
 - c. Copy of prior year's tax filing demonstrating non-profit status
 - d. Copy of prior year's audit or financial review for organizations whose operating budget exceeds \$100,000 annually
 - e. If applicable, a list and description of what prior year City funding was used for and program measures that indicate the increased success of the program due to the funding
2. Funding of non-profit agencies through public funds require enhanced guidelines for spending and operations which shall include:
- a. Funding will typically be used for specific programs, rather than for general operating costs, and demonstrates the program's sustainability beyond a three-year funding period.
 - b. The City shall have the ability to review financial reports to monitor how public funds are utilized by an organization.
 - c. Other items may be addressed by the City Council as specified in each organization's Outside Agency Funding Agreement.
3. The Williamson County Crisis Center (Hope Alliance), Williamson County Children's Advocacy Center and the Williamson County and Cities Health District will be considered a budgeted line-item. All other outside agencies and organizations will go through the Outside Agency Funding process.
4. The City Council will review requests from other agencies and award based upon available funding. Applications will be evaluated on the following criteria:
- a. Number of Hutto citizens served by the organization;
 - b. Type of service provided and whether other organizations in the community provide the service;
 - c. Availability of other funding sources for the organization;
 - d. Demonstration of ability to adhere to the guidelines outlined by this policy; and
 - e. The City Council prefers to allocate funding based upon the following guidelines:
 - Education
 - Quality of Life
 - Social Services
 - Public Health and Safety – The City Council may provide additional funding above the designated 1.0% to support governmental organizations that provide public health and safety services to the Hutto Community. (For example, membership in the Williamson County and Cities Health District)

All funded agencies shall be required to submit quarterly reports with performance data unless otherwise specified.

ATTACHMENTS:

1. FISCAL AND BUDGETARY POLICY Adopted June 2020
2. OAF_Criteria Score Sheet_CC Approval
3. Summary of OAF Requests_FY21 (1)

FISCAL & BUDGETARY POLICY

THE CITY OF HUTTO TEXAS

June 18, 2020

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FISCAL AND BUDGETARY POLICY

Amended June 18, 2020

I. OVERVIEW AND STATEMENT OF PURPOSE

The City of Hutto has an important responsibility to its citizens and customers to carefully account for public funds, to manage City finances wisely and to plan for the adequate funding of services desired by the public. The Fiscal and Budgetary Policy, as outlined below, is adopted by the City Council annually and considered the basis for financial management, planning and budget preparation. The policy guides the City of Hutto and its component units,

A component unit of the City is a legally separate entity for which the nature and significance of its relationship with the City is such that exclusion would cause the City's financial statements to be misleading or incomplete due to the close relations and financial integration with the City. Cottonwood Development Corporation, River Creek Development Corporation, Economic Development Corporation (Type A) and Community Development Corporation (Type B) are examples of component units.

The broad purpose of the Fiscal and Budgetary Policy is to enable the City to achieve and maintain a long-term stable and positive financial condition and provide guidelines for the day-to-day planning and operations of the City's financial affairs. The City's financial management, as directed by this Policy, is based upon the foundation of integrity, prudent stewardship, planning, accountability and full disclosure.

The scope of this policy generally spans areas of financial planning, operating and capital budgeting, revenue management, expenditure control, asset management, pay philosophy, accounting and financial reporting, debt management and reserves. This is done in order to:

- A. Demonstrate to the citizens of Hutto, the City's bond holders, other creditors and the bond rating agencies that the City is committed to a strong fiscal operation;
- B. Provide a common vision for financial goals and strategies for current and future policy-makers and staff;
- C. Fairly present and fully disclose the financial position of the City in conformity to Generally Accepted Accounting Principles (GAAP); and
- D. Demonstrate compliance with finance-related legal and contractual practices in accordance with the Texas Local Government Code, bond covenants and other legal mandates.

II. FINANCIAL PLAN

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. Multi-year budgeting provides a means to identify the impact of implementing new programs and projects on future budgets. The Financial Plan is the City's long range operations and capital plan. The plan includes all of the operating departments of the General Fund and Utility Fund as well as the Capital Improvement Funds of the City. The plan is reviewed and updated annually.

- A. **Capital Improvements Program** – The Capital Improvements Plan (CIP) outlines the major utility infrastructure, streets and drainage, facilities, parks and other improvements needed to serve the citizens, renovate and rehabilitate existing infrastructure and facilities, meet growth related needs and comply with state and federal regulations.
 - 1. **Preparation** – The City Engineer, with the support of Financial Services, coordinates the annual update and adoption of the multi-year CIP as a part of the annual budget process. In accordance with the City Charter (Charter, section 12.04), the CIP will be delivered to and reviewed by the Planning and Zoning Commission whose recommendation(s) will be presented to City Council. The CIP includes all costs associated with the design, rights of way, acquisition and construction of a project, as well as the estimated operating and maintenance costs, which impacts future operating budgets. The following guidelines will be utilized in developing the CIP:

- Needed capital improvements and major maintenance projects are identified through life cycle system models, repair and maintenance records, and growth demands.
 - A team approach will be used to prioritize CIP projects, whereby City staff from all operational areas provide input and ideas relating to each project and its effect on operations.
 - Citizen involvement and participation will be solicited in formulating the capital budget through website solicitation.
 - Review the existing City Master Plans to ensure capital improvement projects support the City's long-range goals.
2. **Financing Programs** – Where applicable, impact fees, assessments, pro-rata charges or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners. Short-term financing options, such as Capital Leasing, may also be considered. Long-term debt financing may also be explored to acquire major assets with an expected life equal to or exceeding the average life of the debt issue. Factors related to the issuance of debt will include the following:
- Legal constraints on debt capacity and financing alternatives,
 - Essentiality of the proposed capital improvement and the economic cost of delay,
 - Willingness and financial ability to pay for the capital improvement,
 - Determination of the ability to fund through a pay-as-you-go system,
 - Assess current interest rate environment for borrowing and investment, as well as other market conditions, and reserve requirements,
 - Financial condition of the City,
 - The types, availability and stability of revenues to be pledged for repayment of the debt,
 - Type of debt to be issued, and
 - The nature and asset life of the capital projects
3. **Control** – All capital project expenditures must be appropriated in the capital budget. The Chief Financial Officer or City Manager must certify the availability of resources before any right of way easement is negotiated or before any capital project contract is presented to the Council for approval.
4. **Reporting** – Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable Financial Services to monitor and control the budget as authorized. Capital project financial status reports will be provided to Council quarterly and will include a schedule detailing current bond authorization and its usage.
- B. Operations Plan** – The plan will include estimated operating expenses, the cost of new programs being contemplated, and staffing needs for the period.
- C. Revenues and Financing Plan** - Financial Services will develop conservative, multi-year revenue forecasts based upon current and known future revenue streams. The Plan will illustrate the impact of the Capital and Operations Plans on the property tax rate, utility rates and other fees. Sensitivity analyses may be used in order to react to low-medium-high growth environments that would allow for more aggressive investment in infrastructure and conversely time to react to economic slowdown.
- D. Performance Measures** – Funding is prioritized and assigned based on the City's goals and objectives as outlined in the Strategic Plan and Execution Guide. Programs are developed and evaluated as a part of the multi-year planning process and annual budget process to determine funding levels, service levels and viability..

III. ANNUAL OPERATING BUDGET

Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The “operating budget” is the City’s annual financial operating plan. The annual budget includes all of the operating departments of the general fund, proprietary funds, debt service funds, special revenue funds and capital improvement funds of the City.

- A. **Planning** – The budget process will include City Council participation in the identification of major policy issues. The budget process will be an extension of the strategic planning process for the City and will allow for citizen input.
- B. **Preparation** – The Charter (Section 8.02) requires “On or before the 15th day of August each fiscal year, the City Manager shall submit to the City Council a budget for the ensuing fiscal year and an accompanying message.” The City Council shall adopt the budget on or before the last day of the last month of the current fiscal year.
 - 1. **Proposed Budget** – A proposed budget shall be prepared by the City Manager and delivered to the City Council prior to the end of July to allow for adequate review and discussion.
 - a. In accordance with the Charter (Section 8.04), the budget shall provide a complete financial plan for the ensuing fiscal year, in a form the City Manager or Council deems desirable, and the budget shall include goals and objectives, a capital budget, enterprise funds and appropriations. Additionally, the budget shall include an authorized staffing level under which the City shall operate.
 - b. In accordance with the Charter (Section 8.05), the City will publish in a newspaper of general circulation in the City and on the City website, a general summary of the budget, as well as the date, time and location the budget will be available for public inspection. At a minimum, the publication notice must be provided at least two weeks prior to availability.
 - c. A copy of the proposed budget will be filed with the City Secretary upon submission to the City Council, which must be at least 30 days prior to the Council’s vote.
 - 2. **Adoption** – City Council will hold a public hearing, and subsequently adopt by Ordinance the final budget. The budget will be effective for the fiscal year beginning October 1st.
 - 3. **Standards for Publication** - The City will utilize the criteria outlined in the Government Finance Officers Association (GFOA) Distinguished Budget Program for the presentation of the budget document. The budget document will be submitted annually to the GFOA for evaluation and consideration for the Distinguished Budget Presentation Award.
- C. **Budget Calendar** – The timeline for budget adoption is guided by City Charter and state Truth in Taxation laws. The Texas Property Tax Reform and Transparency Act of 2019 (S.B.2) modified the notification and rate adoption guidelines significantly. The deadline for the chief appraiser to certify appraisal rolls to taxing units remains July 25th. After certification, City staff must calculate no-new-revenue, voter-approval and the de minimis tax rates for Council consideration, as well as post specific rate information. Budget and Tax Rate hearing notice requirements vary depending on rate scenario under consideration. To ensure compliance with state law, City should adhere to TML guidelines. **Revenue Estimates** – In order to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include the analysis of probable economic changes and their impacts on revenues, historical collection rates and trends in revenues.
- D. **Balanced Budget** – The City must produce an operating budget that balances. Current revenues should match and fund on-going expenditures/expenses. Excess balances in the operating funds from previous years may be used for non-recurring expenditures/expenses or for capital expenditures. At a minimum, the proposed budget must include the designation of contingency reserves sufficient to meet City Charter requirements.

- E. **Reporting** – Summary financial reports will be presented to the City Council monthly at a regular City Council meeting. These reports will be in a format appropriate to enable the City Council to understand the overall budget and financial status. Where appropriate, reports should include annual and monthly data points to facilitate comparative analysis.
- F. **Control and Accountability** – Each Department Director, appointed by the City Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for compliance with spending limitations. Department Directors may request a transfer of funds within a department budget. All transfers of appropriation or budget amendments require either City Council or City Manager approval. Further expenditure control guidance is located in Section V of this policy.
- G. **Budget Amendments** – The *Charter (Section 8.07)* provides a method to amend appropriations. The City Council may authorize:
1. **Supplemental Appropriations** – If the City Manager certifies that revenues are available in excess of those estimated in the budget, an amendment ordinance may be prepared for City Council approval.
 2. **Emergency Appropriations** – To meet public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense, the City Council may adopt an emergency appropriation.
 3. **Reduction of Appropriations** – If at any time during the fiscal year it appears 4
probable that expected revenues will be insufficient to finance expenditures for which appropriations have been authorized, the City Council may adopt an ordinance to reduce appropriations.
- H. **Contingency Appropriations** – The budget may include contingency appropriations within designated operating department budgets. These funds are used to offset anticipated but amount unknown expenditures, unexpected maintenance or other unanticipated expenses that might occur during the year, including insurance deductibles, unexpected legal expenses, and equipment repairs.
- I. **Outside Agency Funding** – The City Council may fund a number of outside agencies and organizations that provide core services for the citizens of Hutto. The amount of funding received by each agency depends upon Council direction and the availability of funds. The City Council may designate up to 1.0% of the estimated General Fund revenues during the budget process.
1. **Funding Process** - A standardized process for application, review, monitoring, and reporting will be provided by the City. All agencies are required to submit applications for funding to the City during the budget process. Applications will include the following:
 - a. Information about the organization including organization's purpose, charter, board of directors, etc.
 - b. Copy of organization's financial policies
 - c. Copy of prior year's tax filing demonstrating non-profit status
 - d. Copy of prior year's audit or financial review for organizations whose operating budget exceeds \$100,000 annually
 - e. If applicable, a list and description of what prior year City funding was used for and program measures that indicate the increased success of the program due to the funding
 2. Funding of non-profit agencies through public funds require enhanced guidelines for spending and operations which shall include:

- a. Funding will typically be used for specific programs, rather than for general operating costs, and demonstrates the program's sustainability beyond a three-year funding period.
 - b. The City shall have the ability to review financial reports to monitor how public funds are utilized by an organization.
 - c. Other items may be addressed by the City Council as specified in each organization's Outside Agency Funding Agreement.
3. The Williamson County Crisis Center (Hope Alliance), Williamson County Children's Advocacy Center and the Williamson County and Cities Health District will be considered a budgeted line-item. All other outside agencies and organizations will go through the Outside Agency Funding process.
4. The City Council will review requests from other agencies and award based upon available funding. Applications will be evaluated on the following criteria:
 - a. Number of Hutto citizens served by the organization;
 - b. Type of service provided and whether other organizations in the community provide the service;
 - c. Availability of other funding sources for the organization;
 - d. Demonstration of ability to adhere to the guidelines outlined by this policy; and
 - e. The City Council prefers to allocate funding based upon the following guidelines:
 - Education
 - Quality of Life
 - Social Services
 - Public Health and Safety – The City Council may provide additional funding above the designated 1.0% to support governmental organizations that provide public health and safety services to the Hutto Community. (For example, membership in the Williamson County and Cities Health District)

All funded agencies shall be required to submit quarterly reports with performance data unless otherwise specified.

J. Periodic Program Reviews – The City Manager and Department Directors will periodically review programs for efficiency and effectiveness. Programs not meeting efficiency and/or effectiveness objectives shall be brought up to required standards, or be subject to reduction or elimination with approval by the City Council.

K. Budget Contingency Plan – The City will take immediate corrective action at any time during the fiscal year if an operating deficit appears probable. General guidelines for managing revenue shortfalls resulting from factors such as local and economic downturns that affect the City's revenue streams are:

1. Immediate Action - Once a budgetary shortfall is projected, the City Manager will take the necessary actions to offset any revenue shortfall with a reduction in current expenses. The City Manager may:
 - a. Freeze all new hire and vacant positions except those deemed to be a necessity
 - b. Review all planned capital expenditures
 - c. Delay all "non-essential" spending and/or equipment replacement purchases
2. Reporting – City Manager shall report to the City Council within no more than two weeks, the estimated amount of deficit, remedial action taken and recommendations for next steps.
3. Further Action - If the initial actions are insufficient to offset the revenue deficit and the shortfall continues to increase, the City Manager will further reduce operating expenses to balance the

variance. The City Manager may ask Department Directors for service level reduction recommendations in order to reduce expenditures to balance the budget. Any resulting service level reductions, including workforce reductions, must be reported to and approved by the City Council.

IV. REVENUE MANAGEMENT

A. Optimum Characteristics – The City will strive for the following optimum characteristics in its revenue system:

1. Revenue Adequacy – The City should require there be a balance in the revenue system; i.e., the revenue base will have the characteristics of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.
2. Conservative Estimates - Revenues will be estimated realistically, and conservatively, taking into account the volatile nature of various revenue streams.
3. Administration – The benefits of a revenue source should exceed the cost of levying and collecting that revenue. Where appropriate, the City will use the administrative processes of State, Federal or County collection agencies in order to reduce administrative costs.
4. Diversification and Stability – A diversified revenue system with a stable source of income shall be maintained. Diversification of revenue sources is intended to mitigate instabilities in revenue sources due to factors such as economic and weather variations.

B. Other Considerations – The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Non-Recurring Revenues – One-time or non-recurring revenues shall not be used to finance current ongoing operations. Non-recurring revenues shall be used only for non-recurring expenditures.
2. Property Tax Revenues – All real and business personal property located within the City will be estimated at a collection rate no greater than 98% of the taxable value for any given year based on the current appraisal supplied by the Williamson County Appraisal District.
3. Investment Income – Earnings from investments will be distributed to the funds in accordance with the equity balance of the fund from which the invested monies were provided.
4. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct and/or indirect costs of that service will be offset by a fee where possible. The City will review fees and charges at least every two to three years to ensure that fees provide adequate coverage for the cost of services. Fees are outlined in the Fee Schedule Appendix of the City's Code of Ordinance.
5. Utility Fund Rates – The City will review and adopt utility rates sufficient to generate revenues required to fully cover operating expenses, meet the legal requirements of all applicable bond covenants and provide for an adequate level of working capital. An internal review will be conducted annually as part of the budget process with a more comprehensive review every three years, at a minimum.

Additionally, enterprise activity rates will include transfers to and receive credits from other funds as follows:

6. Administrative Cost Recovery – Administrative costs shall be charged to all funds for services of general overhead, such as administration, financial services, customer billing, legal and other costs as appropriate. These charges will be determined through an indirect cost allocation following accepted practices and procedures.

7. Revenue Monitoring – Revenues as they are received will be regularly compared to budgeted revenues, variances will be investigated and if material will be included in the monthly report to the City Council.

C. Funding Alternatives

1. Grants - The City shall seek to obtain grants which are consistent with the City's current and future priorities and objectives. The City Council must authorize acceptance of any grant funding. Potential grants will be examined for any matching requirements and the source of those requirements identified. Grant applications will be reviewed by Financial Services to ascertain funding sources, outcomes and other relevant information before the information is presented to the City Council. The City shall recover indirect costs to the maximum allowable by the funding source, and may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant. Grant-funded programs and associated positions will be terminated as directed by the City Council when grant funds are no longer available, unless alternate funding is identified.
 2. Leases - The City may authorize the use of lease financing for certain operating equipment when it is determined that the cost benefit of such an arrangement is advantageous to the City.
 3. Impact Fees - The City will impose impact fees as allowable under state law for infrastructure necessitated by development. Examples include impact fees for water and wastewater services, traffic, streets, drainage and impervious surfaces. These fees will be calculated in accordance with statute and reviewed at least every two years. All fees collected will fund projects identified within the Fee study and as required by state laws.
- D. Liabilities and Receivables** - Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the goods or services or invoice. Accounts Receivable procedures will target collection for a maximum of 30 days of service. Receivables aging past 120 days will be sent to a collection agency. The Chief Financial Officer is authorized to write-off non-collectible accounts that are delinquent for more than 180 days, provided proper delinquency procedures have been followed, and include this information in the annual report to the City Council.

V. EXPENDITURE POLICIES

- A. Appropriations** – The point of budget control is at the department level budget for all funds. The Department Directors shall manage budgets to ensure that appropriations are not exceeded. Budgets are approved by the Council within a departmental or program budget category (personnel costs, supplies, maintenance, operations/maintenance and capital).
- B. Central Control** – No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without prior authorization from the City Manager. Budget savings realized in this manner can be transferred by the City Manager, without further Council action.
- C. Budget Transfers** – The *Charter (Section 8.07)* provides that the City Manager may transfer balances within departments and programs. A Department Director may request a transfer between line items, or categories of items through the City Manager. Financial Services will make the adjustment upon approval from the City Manager. A summary notification will be provided to Council detailing the amount(s) transferred and the reason(s) for the transfer at the first regularly scheduled Council meeting following the transfer.
- D. Purchasing** – All City purchases of goods or services will be made in accordance with the City's current Procurement Policy and with State law. In accordance with Texas Local Government Code, Subchapter B, Sections 252.021 and 252.043, the City shall make award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. Council may delegate authority to a designated representative in determining the appropriate method of purchase. State law requires any purchase of goods or

materials over \$50,000 be formally bid or procured through an approved cooperative. The City's Procurement Policy follows State Law by requiring multiple quotes for most purchases over \$3,000. The City's Procurement Policy requires all contracts greater than \$50,000 annually be approved by the City Council. The following shows a summary of approval requirements for purchases.

1. Local Preference - In accordance with Chapter 271.9051 of the Local Government Code, the City Council may choose to enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with the lowest bidder, or the bidder whose principal place of business is in the municipality if the governing body determines that the local bidder offers the best combination of contract price and additional economic development opportunities, provided that this bid is within 5% of the lowest bid price received from the lowest bidder whose business is not within the City limits. The determination that the local bidder offers the City the best combination of contract price and additional local economic development opportunities will be made in writing.
2. Interlocal Cooperation in Delivery of Services – In order to promote the effective and efficient delivery of services, the City shall work with other local jurisdictions to share on an equitable basis the cost of services, to share facilities and to develop joint programs to improve service to its citizens.
3. Conflict of Interest – The City will comply with all conflict of interest requirements as mandated by the Texas Government Code and Local Government Code.

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- E. Prompt Payment** – All invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all purchase discounts, when possible.

VI. PAY PHILOSOPHY

The City's goal as an employer is to attract and retain quality employees who provide exemplary public service to our community in an effective and efficient manner.

- A. Adequate Staffing** – Staffing levels will be adequate for the operations and programs of the City to be conducted efficiently and effectively. In order to provide continuing services to a growing population, as well as add new services, staffing levels will be evaluated by the City Manager regularly to determine workloads. Workload allocation alternatives, such as contract labor and contracted services, will be explored before adding additional staff. Council will be notified (at the first subsequent regularly scheduled meeting) of any staffing supplements. If the City Manager deems it necessary to add additional, permanent staffing to meet service demands, Council will be notified prior to increasing headcount above the total authorized in the budget.
- B. Market Adjustments** – The City shall utilize salary survey data, as well as compensation data from other benchmark cities, as a reference for making market-based adjustments. Market-based adjustments are based upon the job duties and job descriptions of the position, not on performance of the employee within the position. Benchmark cities are identified by the City Council based on parameters such as population, proximity to Hutto, growth rate, and tax base. The cities selected are: Belton, Cedar Park, Cibolo, Georgetown, Kyle, Leander, Little Elm, Pflugerville, Round Rock, Seguin and Taylor.
- C. Merit Adjustments** – The City utilizes a merit-based pay and step-pay plan as a part of the overall compensation system. Council may fund merit increases annually during the budget process to aid in retaining and rewarding quality employees for productivity and job performance. These merit-based adjustments are recommended by the employee's immediate supervisor and reviewed by both the Department Director and the City Manager. Employees may receive a merit increase upon approval of the City Manager based upon performance, or

when other situations warrant this type of increase, such as a reclassification due to additional job duties.

VII. CAPITAL MAINTENANCE AND REPLACEMENT

The City shall maintain a Capital Replacement Fund to provide financial resources to replace aging fleet and equipment. Only fleet and equipment included on the City's Fixed Assets inventory will be included on the replacement schedule. Funding will be set aside each year through the annual budget process to fund the future replacement of fleet and equipment.

VIII. ACCOUNTING, AUDITING AND FINANCIAL REPORTING

- A. Accounting** – The City is responsible for the recording and reporting of its financial affairs, both internally and externally. The City's Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position. Separate accounts will be established for bond activities and contingency reserves to ensure proper accounting and reporting.
- B. Audit of Accounts** – In accordance with the *Charter Section 8.14*, an independent audit of the City accounts will be performed annually. The auditor is retained by and is accountable directly to the City Council.
- C. External Reporting** – Upon completion and acceptance of the annual audit by the City's auditors, the City shall prepare a written Comprehensive Annual Financial Report (CAFR) which shall be presented to the City Council within 180 calendar days of the City's fiscal year end. The CAFR shall be prepared in accordance with GAAP and shall be presented annually to the GFOA for evaluation and consideration for the Certificate of Achievement in Financial Reporting. If City staffing limitations preclude such timely reporting, the Chief Financial Officer will inform the City Council of the delay and the reasons therefore.

IX. RISK AND ASSET MANAGEMENT

- A. Risk Management** - The City will utilize programs to prevent and/or reduce the financial impact to the City due to claims and losses. Transfer of liability for claims through transfer to other entities through insurance and/or by contract will be utilized where appropriate. Prevention of loss through the safety program and the employee health program will be employed.
- B. Investments** – The City Council has formally approved a separate Investment Policy for the City of Hutto that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Government Code. This policy is reviewed annually by the City Council and applies to all financial assets held by the City.
- C. Cash Management** - The City shall maintain a comprehensive cash management program to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City's depository, the payment of obligations, and the prudent investment of idle funds in accordance with this policy.

X. DEBT MANAGEMENT

The City of Hutto recognizes the primary purpose of capital facilities is to support provision of services and mobility to its residents. Using debt financing to meet the capital needs of the community must be evaluated according to efficiency and equity. Efficiency must be evaluated to determine the highest rate of return for a given investment of resources. Equity is resolved by determining who should pay for the cost of capital improvements. In meeting demand for additional services, the City will strive to balance the needs between debt financing and "pay as you go" methods. The City realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects on the City's long-range financial condition.

The City will issue debt only for the purpose of acquiring or constructing capital assets, including equipment, for the general benefit of its citizens and to allow it to fulfill its various purposes as a city.

A. Usage of Debt - Long-term debt financing will be considered for multi-year capital improvements of which future citizens will benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants
- Use of Reserve Funds
- Use of Current Revenues
- Contributions from developers and others
- Leases
- Impact Fees

When the City utilizes long-term financing, it will ensure that the debt is soundly financed by conservatively-projected revenue sources. The financing period will not exceed the useful life of the improvement and the cost benefit of the improvement, including interest costs, will be positive to the community.

B. Types of Debt –

1. **General Obligation Bonds (GO)** – General obligation bonds must be authorized by a vote of the citizens of Hutto. They are used only to fund capital assets of the general government and will not be used to fund operating needs of the City. The full faith and credit of the City as well as the City's ad valorem taxing authority back general obligation bonds. Conditions for issuance of general obligation debt include:
 - When the project will have a significant impact on the tax rate;
 - When the project may be discretionary or nonessential even though it is routine in nature; or
 - When the project falls outside the normal bounds of projects the City has typically done.
2. **Certificates of Obligation, Contract Obligations (CO)** – Certificates of obligation or contract obligations may be used to fund capital requirements that are not otherwise covered either by general obligation or revenue bonds. Debt service for CO bonds may be either from general revenues (tax-supported) or supported by a specific revenue stream(s) or a combination of both. Typically, the City may issue CO bonds when the following conditions are met:
 - When the proposed debt will have minimal impact on future effective property tax rates;
 - When the projects to be funded are within the normal bounds of city capital requirements, such as for roads, parks, various infrastructure and City facilities; and
 - When the average life of the obligation does not exceed the useful life of the asset(s) to be funded by the issue; or
 - When the project or capital item is determined to be nondiscretionary or essential to the City.

Certificates of obligation will be used with prudent care and judgment by the City Council. Every effort will be made to ensure public participation in decisions relating to debt financing.

3. **Self-supporting General Obligation Debt** – Refers to general obligation debt including CO bonds issued for a specific purpose and repaid through dedicated revenues other than ad valorem taxes. The annual debt requirements are not included in the property tax calculation. The Utility Fund issues this type of debt.

4. Internal Borrowing between City Funds – The City can authorize use of existing long-term reserves as “loans” between funds. The borrowing fund will repay the loan at a rate consistent with current market conditions. The loan will be repaid within ten (10) years. The loan will be considered an investment of working capital reserves by the lending fund.
 5. Short-term Borrowing - The City may authorize the issuance of Public Property Finance Contractual Obligations (PPFCOs) or Limited Tax Notes (Notes) which are short-term obligations for the acquisition of personal public property, such as equipment. PPFCOs and Notes are payable from either ad valorem taxes or another dedicated revenue stream. Each issuance will be assessed to ensure cost effectiveness and the repayment schedule will not exceed the useful life of the asset. Multiple equipment acquisitions can and should be grouped in a single PPFCO or Note issue in order to develop economies of scale. Notes are limited to a 7 year term.
 6. Revenue Bonds – Revenue bonds may be issued to provide for the capital needs of any activities where the capital requirements are necessary for the continuation or expansion of a service. The improved activity shall produce a revenue stream to fund the debt service requirements. The average life of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.
- C. Method of Sale – The City will use a competitive bidding process in the sale of bonds unless conditions in the bond market or the nature of the issue warrant a negotiated sale. In such situations, the City will publicly present the reasons for the negotiated sale. The City will rely on the recommendation of a financial advisor and Chief Financial Officer in the selection of the underwriter or direct purchaser.
 - D. Disclosure – Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The City staff, with assistance of the financial advisor and bond counsel, will prepare the necessary materials for presentation to the rating agencies and will aid in the production of the Preliminary Official Statements. The City will take responsibility for the accuracy of all financial information released.
 - E. Federal Requirements – The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.
 - F. Debt Structuring – The City will issue bonds with maturity not to exceed the useful life of the asset acquired. The structure should approximate overall level debt service and tax rate or revenue source stability unless operational matters dictate otherwise. Market factors, such as the effects of tax-exempt designations, the cost of early redemption options and the like, will be given consideration during the structuring of long-term debt instruments. The City will utilize the expertise of professional financial advisor(s) for all bond considerations.
 - G. Debt Coverage Ratio – Refers to the number of times the current combined debt service requirements or payments would be covered by the current operating revenues net of on-going operating expenses of the City’s Utility. The City will maintain a minimum debt service coverage ratio of 1.0 times for these utilities as a whole.
 - H. Reimbursement Resolutions – The City may utilize reimbursement resolutions for debt financings as a tool to manage its debt issues, due to arbitrage requirements and project timing. In so doing, the City uses its capital reserve “cash” to delay bond issues until such time when issuance is favorable and beneficial to the City.

XI. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

The City of Hutto will maintain budgeted minimum reserves in the ending working capital/fund balances to provide a secure, healthy financial base for the City in the event of a natural disaster or other emergency, allow stability of City operations should revenues fall short of budgeted projections and provide available resources to implement budgeted expenditures without regard to actual timing of cash flows into the City.

- A. **Operating Reserves** – In accordance with the Charter Section 8.04, the City is mandated to maintain a 10% reserve. The City will strive to maintain emergency reserves at 20% of net budgeted operating expenditures for both the General and Utility funds. Net budgeted operating expenditure is defined as total budgeted expenditures less interfund transfers and charges, general debt service (tax supported) and payments from third party grant funds.

Reserve requirements will be calculated as part of the annual budget process and any additional required funds to be added to the reserve balances will be appropriated within the budget. As outlined in the City Charter Section 8.04(d), reserves will be set aside and placed in separate accounts to safe guard the funding. Funds in excess of the minimum reserves may be expended for City purposes at the will of the City Council once it has been determined that use of the excess will not endanger reserve requirements in future years.

- B. **Capital Project Funds** – Every effort will be made for all monies within the Capital Project Funds to be expended within thirty-six (36) months of receipt. The fund balance will be invested and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally, with any unexpected excess to be transferred to the Debt Service fund to service project-related debt service.
- C. **Debt Service Funds for Ad Valorem Tax Obligations** – This fund holds receipts from ad valorem property taxes levied to pay debt service on outstanding ad valorem tax obligations. Due to the nature of the source of funds, monies held within this fund are stable. Balances are maintained in this fund to ensure that debt service payments may be made in a timely manner and to comply with ordinances authorizing such outstanding debt obligations.
- D. **Investment of Reserve Funds** – The reserve funds will be invested in accordance with the City's investment policy.
- E. **Sales Tax Excess** – Due to the volatile nature of sales tax revenue, collections over and above the estimated sales tax revenue amount should be used to fund non-recurring expenses, such as (but not limited to) equipment purchases, capital improvement projects, or transfers to the capital replacement fund.

XII. OVERSPENDING OF APPROPRIATIONS PROHIBITED

Per City Charter Section 8.10, no payment shall be made or obligation incurred against any appropriation except in accordance with authorized appropriations and unless the City Manager or his designee first certifies that there are sufficient funds to cover the obligation when it becomes due and payable. Any authorization of payment or commitment of obligation in excess of appropriations is a violation of this policy. Violations of this policy shall be cause for removal of any officer who knowingly authorized or incurred such obligation. Such officer may also be liable to the City for any amount so paid/obligated.

Outside Agency Funding Applicant Criteria Score Sheet

Organization	Amount Requested by Organization	Amount Recommended By Staff	Amount Approved by City Council	Number of Hutto Citizens Served	Type of Unique Service Provided	Availability of other funding sources	Adhere to OAF policy guidelines	Supports: Education, QOL, Social Services, Public Health & Safety?	Total Average	Staff Notes
									Score	
				30 pts	20 pts	10 pts	10 pts	30 pts	100 pts	
A Legends Lyfe Foundation	\$10,000.00	\$5,000.00	\$0.00						55.5	Very unclear on their mission and who they serve and not enough transparency on finances
Hutto Education Foundation	\$25,000.00	\$10,000.00	\$0.00						75.25	Strong mission and values but funds recived last year went toward the Director's salary versus a specific program
Hutto Lutheran Church-Feeding the 5000	\$20,000.00	\$10,000.00	\$15,000.00						82.75	Primary food service for the Hutto community with most funding coming directly from the City
Hutto Resource Center	\$65,400.00	\$50,000.00	\$65,400.00						85.25	100% of services go to Hutto citizens but the application indicates that part of the funds will be used to cover operating expenses. Would request a breakout of expenses and direct costs.
Meals on Wheels (Opportunities for Williamson & Burnet Counties)	\$15,000.00	\$5,000.00	\$0.00						62	They are asking Hutto for more money other communities served even though they only service 2.6% of Hutto. Need a strategic outreach plan
Round Rock Area Serving Center	\$10,000.00	\$0.00	\$0.00						49.5	Only 13% of their services serve Hutto citizens. Hutto Resource Center has a similar mission but serves . Mission may be better carried out by other agencies
The Sandbox at Madeline's Place	\$25,000.00	\$25,000.00	\$25,000.00						94	Unique service provided for Hutto youth
YMCA-Senior Services	\$5,000.00	\$5,000.00	\$5,000.00						91	The YMCA Senior Services plays a unique role in the Hutto community. It is Hutto's only recreation facility and also provides unique services and programming to the senior citizens of Hutto.
YMCA- Annual Campaign	\$10,000.00	\$10,000.00	\$10,000.00						90.75	Diverse programs; youth sports and activities are critical as COH currently not providing many recreation programs as a result of COVID
Total	\$185,400.00	\$120,000.00	\$120,400.00							

City of Hutto
Outside Agency Funding
Fiscal Year 2021

	Entity	FY 2020 Award
1	Hutto Resource Center	68,000
2	Hutto Education Foundation - Building Growth	15,000
3	Hutto Education Foundation - Teacher & Faculty	-
4	TSTC Foundation	25,000
5	Hutto Young Life	-
6	Opportunities for WBC - Meals on Wheels	10,000
7	Hutto Lutheran Church - Feeding the 5000	15,000
8	Sandbox at Madeline's Place	16,000
9	A Legends Lyfe Foundation	5,000
10	Round Rock Area Serving Center	10,000
11	Hutto Family YMCA - Annual Campaign	10,000
12	Hutto Family YMCA - Senior Services	5,000
	TOTAL	\$ 179,000.00

NOTE(s):

Applications submitted after the July 2, deadline - Legends Lyfe Foundation; Hutto Young Life-First tir

FY 2021 Requested	\$ Change 2021 vs. 2020	Council Approved Funding
46,000	(22,000)	46,000
25,000	10,000	25,000
25,000	25,000	0
25,000	-	25,000
20,000	20,000	19,000
15,000	5,000	15,000
15,000	-	15,000
12,000	(4,000)	12,000
10,000	5,000	10,000
10,000	-	10,000
10,000	-	10,000
5,000	-	5,000
\$ 218,000.00	\$ 39,000.00	192,000.00

me applicants since 2010

City of Hutto
Outside Agency Funding
Fiscal Year 2021

Entity		FY 2020 Award	FY 2021 Requested	\$ Change 2021 vs. 2020	Council Approved Funding
1	Hutto Resource Center	68,000	46,000	(22,000)	46,000
2	Hutto Education Foundation - Building Growth	15,000	25,000	10,000	25,000
3	Hutto Education Foundation - Teacher & Faculty	-	25,000	25,000	0
4	TSTC Foundation	25,000	25,000	-	25,000
5	Hutto Young Life	-	20,000	20,000	19,000
6	Opportunities for WBC - Meals on Wheels	10,000	15,000	5,000	15,000
7	Hutto Lutheran Church - Feeding the 5000	15,000	15,000	-	15,000
8	Sandbox at Madeline's Place	16,000	12,000	(4,000)	12,000
9	A Legends Lyfe Foundation	5,000	10,000	5,000	10,000
10	Round Rock Area Serving Center	10,000	10,000	-	10,000
11	Hutto Family YMCA - Annual Campaign	10,000	10,000	-	10,000
12	Hutto Family YMCA - Senior Services	5,000	5,000	-	5,000
TOTAL		\$ 179,000.00	\$ 218,000.00	\$ 39,000.00	192,000.00

NOTE(s):
Applications submitted after the July 2, deadline - Legends Lyfe Foundation; Hutto Young Life-First time applicants since 2010

AGENDA ITEM REPORT

12.5.



To: City Council
Subject: Discussion and possible action on waiving the park rental fee for Hutto Community in Action. (Mayor Mike Snyder, Council Member Villarreal Salvo)
Meeting: Thursday, April 21, 2022
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

12.6.



To: City Council
Subject: Discussion and possible action on a YMCA proposal for building a swimming pool, senior community center and expansion of gym. (Mayor Mike Snyder, Council Member Robin Sutton)
Meeting: Thursday, April 21, 2022
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None