



City of Hutto

Agenda

City Council Meeting

Thursday, November 17, 2022 at 7:00 PM

City Council Chambers

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

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

5.1. Diversity & Inclusion Presentation - Commissioner Brian Thompson

5.2. SkyBox/Prologis Presentation - Bob Farley

6. CITY MANAGER COMMENTS

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

7.3. Future Agenda Item Requests

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 11/17/22. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the November 3, 2022 City Council meeting and Work Session minutes (Angela Lewis)
- 9.2. Consideration and possible action on Ordinance No. O-2022-053 amending Article 22.07 of the Code of Ordinances to establish a school zone on FM 685 (Chris Kelley Boulevard) (First Reading) (Wayne Watts)
 - a. Consideration and possible action on Ordinance No. O-2022-053 dispensing with second reading in accordance with Hutto City Charter Section 3.13
- 9.3. Discussion and possible action to execute Individual Project Order (IPO) 2022-04 for professional engineering services with Freese & Nichols, Inc. to design the Jonah Water Special Utility District (JWSUD) Water Interconnect Project in the amount of \$640,920.00. (Wade Benton)
- 9.4. Discussion and possible action to execute Task Order (TO) 04 for professional engineering construction phase services with HNTB for construction administration, inspections, engineering, and materials testing in the amount of \$87,402.30.00 for the FM 1660 North at US 79 Project.(Wade Benton)
- 9.5. Discussion and possible action to execute Individual Project Order (IPO) 2022-02 for professional engineering services with K Friese & Associates to design the Megasite gravity wastewater line, dual forcemains, and a lift station in the amount of \$1,611,634.00. (Wade Benton)
- 9.6. Consideration and possible action on an Ordinance of the City of Hutto, Texas amending the Budget for the Fiscal Year of October 1, 2022 through September 30, 2022 by appropriating and setting aside funds for separation pay not to exceed \$50,000.00; placing additional restrictions on said funds; finding municipal purposes; providing for severability; and providing for an effective date. (First Reading) (Finance)
- 9.7. Consideration and possible action to authorize up to five (5) additional FTE's to fill staffing needs in the Engineering division, (up to two additional Engineers, up to two Project Managers and one Administration Support) to be funded by a corresponding reduction in Professional Services, not to exceed a total budget of \$775,000, and directing a future budget amendment to reflect the actual personnel costs. (James Earp)
- 9.8. Consideration and possible action on Resolution No. R-2022-099, repealing Resolution No. 2022-096 and providing the City Manager authority to execute an agreement with the Management Connection , Inc. of Bryan, Texas to provide City Council professional facilitation for individual and team leadership. (Legal)
- 9.9. Consideration and possible action on Resolution R-2022-100 of the City Council of the City of Hutto, Texas, authorizing the Bojorquez Law Firm to serve as general counsel for Tax Increment Reinvestment Zones created by the City and authorizing the City Manager to execute the engagement agreement; and providing an effective date. (Legal)
- 9.10. Consideration and possible action on Resolution No. R-2022-101, authorizing the City Manager to acknowledge an encroachment agreement between Titan Hutto VI, LLC, and Whitethorn Pipeline Company, LLC, that relates to public utility easements held by the City. (Ashley Bailey)

10. ORDINANCES

- 10.1. Public hearing, discussion, and possible action and approval of the first reading of an ordinance to create Hutto Megasite Tax Reinvestment Zone Number Three, (the “Zone”), for the purpose of promoting redevelopment within the corporate limits of the City of Hutto, providing for the expiration and duration of the Zone, the Board of Directors, the Tax Base and Tax Increment, and TIF Fund. (Legal)

- Public Hearing

- a. Consideration and possible action on Ordinance No. O-2022-054 dispensing with second reading in accordance with Hutto City Charter Section 3.13.

11. RESOLUTIONS

- 11.1. Consideration and possible action on a Resolution adopting the Investment Policy Dated November 17, 2022 for the City of Hutto, Texas (Finance)

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. Financial Report for the Quarter Ending September 30, 2022 (Finance)
- 12.3. Consideration, discussion and possible action relating to potential charter amendments and charter review process. (Legal)

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, Pending Litigation and City Council Legal Requests.
- 13.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to City of Hutto’s Comments on Preliminary Decision and Draft TPDES Permit No. WQ0016145001 requested by Preserve Hutto, LLC, and Request for Contested Case Hearing.
- 13.3. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to CoOp Development Agreements and related agreements; Durango Farms Amended and Restated Development Agreement as amended and Butler Loan Agreement with Cottonwood Local Government Corporation, including but not limited to default and notice of default.

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, Pending Litigation and City Council Legal Requests.
- 14.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to City of Hutto’s Comments on Preliminary

Decision and Draft TPDES Permit No. WQ0016145001 requested by Preserve Hutto, LLC, and Request for Contested Case Hearing.

- 14.3. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Co-Op Development Agreements and related agreements; Durango Farms Amended and Restated Development Agreement as amended and Butler Loan Agreement with Cottonwood Local Government Corporation, including but not limited to default and notice of default.

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 November 14, 2022 at 5:00 P.M.



Angela Lewis

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.Lewis@huttotx.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Consideration and possible action on approving the November 3, 2022 City Council meeting and Work Session minutes (Angela Lewis)
Meeting: Thursday, November 17, 2022
Department: City Secretary /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Staff recommends that City Council approves the minutes of the November 3, 2022 City Council meeting and Work Session.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:



City of Hutto

MINUTES

City Council Meeting

Thursday, November 3, 2022 at 7:00 PM

City Council Chambers

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

2. **ROLL CALL**

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Randal Clark, Mayor Pro Term Peter Gordon, Councilmember Krystal Kinsey and Councilmember Amberley Kolar.

Absent: None

Members of staff that were present were James Earp, City Manager, Matt Wojnowski, Assistant City Manager, Wade Benton, Consultant, Dottie Palumbo, Legal Counsel, Ashley Bailey, Executive Director of Development Services, Bob Farley, Executive Director, Economic and Development, Angela Lewis, City Secretary; Kate Moriarty, Executive Management Assistant

3. **INVOCATION –**

4. **PLEDGE OF ALLEGIANCE**

5. **PROCLAMATIONS**

- 5.1 Arbor Day Proclamation - Read by Mayor Snyder and accepted by Jeff White, Perry Savard and Sharon Dyer of Parks Board.
- 5.2 Shop Small Saturday Proclamation – Read by Mayor Snyder and accepted by Cheney Gamboa and several small business owners.

6. **CITY MANAGER COMMENTS**

James R. Earp, City Manager

City Manager Earp provided a Halloween activity update, and overview of upcoming city events including a blood drive and Shop Small Saturday.

City Manager Earp introduced Ben Whitehead of Bojorquez Law Firm, and new and promoted employees Kate Moriarty, Charlotte Gonzalez, and Cheney Gamboa. Chief Jeff

Yarbrough spoke on the new hires and promotions in the Police Department. New cadets are Conor Blore, Alexia Casanova, Michael Archer, and Eranee Gonzalez.

7. CITY COUNCIL COMMENTS

7.1. General Comments from City Council

Councilmember Dan Thornton:

The school board long range facilities planning committee has now completed its work over the last couple of meetings. Last meeting was last night. The final vote was recommending \$482 million of bond projects to the school board. So that will be taken to the school board. It will be presented to them December 8th at 7:00 pm so the public may want to watch or be present at that meeting to see the presentation. Then January 12th at the school board meeting at 7:00 pm the school board will have a work session to discuss the proposal. Then January 26th is when they need to take a vote on what they want to put forward onto the ballot for May. And so they're planning to have a bond election next May. They're starting from a recommendation of \$482 million and they will add and subtract as they see fit, and then vote for what to put on the ballot at the end of January. So keep those dates in mind. December 8th, January 12th, January 26th, and get in touch with your school board members, talk to them about what your priorities are, look at what's in the package and ask questions and participate in the process.

Councilmember Krystal Kinsey:

Most of you probably know get out and vote. Vote through November 4th, and day of is the eighth. So early voting is going on. It's in the annex behind Lowe's.

Madeline's Place is doing their fundraiser, Cigars and Spirits November 19th from 5:00 to 9:00 pm and the Hutto Women's Alliance is doing their Annual Friendsgiving. It's going be at Julio's on November 15th from 5:00 to 7:00. Just so you guys all are aware of some of those community events, I know we're getting ready to go into the holiday season and I know Hutto has a giving heart. So these are really great organizations that are local and support Hutto, so I just wanted to put the word out about those.

7.2 City Council Liaison Reports

Councilmember Robin Sutton:

The P & Z tried to meet on Tuesday, and they lacked quorum. It was an attendance issue. I wanted to invite the chair Rick Hudson up to talk about the actions he's taking and what he feels needs to happen.

7.3 Future Requests – None

8. PUBLIC COMMENT

- Ida Weaver
- James Weaver
- Perry Savard
- Jim Morris (yielded his time to Nicole Calderone)
- Nicole Calderone

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the October 20, 2022 City Council meeting and Work Session minutes. (Angela Lewis)
- 9.2. Consideration and possible action on approving the ERCOT membership application and agreement for membership year 2023. (Legal)
- 9.3. Consideration and possible action on Ordinance No. O-2022-052 adopting and approving the City of Hutto, Texas Procurement Policy and Procedures; repealing conflicting ordinances and providing an effective date. (Legal)
 - a. Consideration and possible action on Ordinance No. O-2022-052 dispensing with second reading in accordance with Hutto City Charter Section 3.13
- 9.4. Consideration and possible action on Resolution No. R-2022-090 accepting the infrastructure improvements for the subdivision known as Cottonwood Creek Phase IV (Wayne Watts)
- 9.5. Consideration and possible action on Ordinance No. 2022-O-050 granting a franchise to Acadian Ambulance Services of Texas, LLC, for private ambulance services including Emergency Medical Services and medical standby services. (Second Reading) (Legal)
- 9.6. Consideration and possible action on Resolution No. R-2022-091, calling a public hearing to consider the creation of Tax Increment Reinvestment Zone No. Three and its preliminary reinvestment zone financing plan. (Legal)
- 9.7. Consider and possible action authorizing the City Manager to execute a contract with The Management Connection, Inc. of Bryan, Texas to provide the City Council professional facilitation for individual and team leadership (City Manager James Earp)
- 9.8. Consider action on a Resolution of the City of Hutto, Texas approving the Hutto Economic Development Corporation's expenditures relating to an infrastructure funding agreement with the City of Hutto, Texas,

Prologis Logistic Services, Inc. ("PLSI"), Hutto Data Center Campus, LLC ("HDCC") and the Hutto Economic Development Corporation Type B (HEDC) as provided by Texas Local Government Code Section 501.103, and approving the agreement on behalf of the city, providing one grant of \$150,451 to PLSI for utility infrastructure improvement and one reimbursement grant of up to \$750,000 to the City of Hutto, Texas to fund roadway infrastructure improvement designs for industrial development on corporate owned property and to provide ingress and egress to other Megasite properties and authorizing the City Manager to execute the agreement. (Legal)

Mayor Snyder moved to pull Consent Items 9.1, 9.2 and 9.3.

Councilmember Clark moved to approve all remaining consent agenda items as presented, and Mayor Pro Tem Gordon seconded. The vote passed 7,0.

Discussion of Pulled Items:

Items 9.1

Mayor Snyder reported a missing item on the October 20 meeting minutes. Mayor Snyder moved to approve Item 9.1 with one correction, and Councilmember Kinsey seconded. The vote passed 7,0.

Items 9.2

City Council received information on the benefits of ERCOT membership from City Manager Earp and Dottie Palumbo, Legal Counsel. After discussion, Mayor Pro Tem Gordon moved to approve Item 9.2 as presented, and Councilmember Kinsey seconded. The vote passed 6,1 (Snyder dissenting).

Items 9.3

After discussion, Councilmember Clark moved to approve Item 9.3 with the recommended amendments, and Mayor Pro Tem Gordon seconded. The vote passed 7,0.

10. ORDINANCES

10.1 Consideration and possible action relating to Hutto City Code Article 2.05, Division 2 Financial Disclosure relating to preemption by state law or suspension of the application of filing a financial disclosure while reviewing necessary amendments. (Legal)

After discussion, Councilmember Kinsey made a motion to approve the suspension of the ordinance pending the receipt of an opinion by the Attorney

General and addressing specific questions, and Mayor Snyder seconded. Vote passed 7,0.

11. RESOLUTIONS

- 11.1. Consideration and possible action on Resolution No. R-2022-094 approving the establishment of an online message board and adopting an online message board policy. (Legal)

Mayor Snyder made a motion to approve Resolution R-2022-094, and Councilmember Thornton seconded. Vote passed 7,0.

Mayor Snyder made a motion to correct the numbering of Resolution R-2022-094, formerly listed on agenda as R02022-091, and Councilmember Thornton seconded. Vote passed 7,0.

- 11.2. Consideration and possible action on Resolution No. R-2022-092, authorizing the City Manager to act for the City in connection with the City's award of American Rescue Plan Act funding from Williamson County and authorizing the City Manager to execute a letter agreement with the City of Taylor, Texas. (Legal)

Councilmember Clark made a motion to approve Resolution R-2022-092, and Councilmember Kolar seconded. Vote passed 7,0.

- 11.3. Consideration and possible action on Resolution No. R-2022-093, authorizing the City Manager to enter into separation agreements not to exceed \$50,000 or 60-days comparable salary, whichever is less. (Legal)

Councilmember Kinsey made a motion to approve Resolution R-2022-093, and Councilmember Sutton seconded. Vote passed 6,1 (Snyder dissenting).

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.

Appointees: Reappointment of Don Carlson to Economic Development Corporation, appointment to expire in 2024.

Mayor Pro Tem Gordon made a motion to approve the appointment, and Councilmember Clark seconded. Vote passed 7,0.

Rick Hudson, Chair of Planning and Zoning, addressed City Council about removal of a member of Planning and Zoning for not attending meetings. At this time, Mayor Snyder made a motion to remove Bart Hutchins from Planning and Zoning, and Councilmember Sutton seconded. Vote passed 7,0.

- 12.2. Endorsement of a letter from City Manager on partnering with the ISD on pedestrian safety improvements: a sidewalk at Ray Elementary and traffic light at Exchange and Limmer. (City Manager James Earp)

Councilmember Clark made a motion to approve this item, and Councilmember Kinsey seconded. Vote passed 7,0.

- 12.3. Consideration and possible action on a request to the County Attorney to submit a request for an attorney general opinion on whether a City Council member may refuse compensation under Hutto City Charter Section 3.04 to avoid a violation of Article XVI, Subsection 40(b) of the Texas Constitution. (Legal)

Councilmember Clark made a motion to postpone this item indefinitely, and Councilmember Kinsey seconded. Mayor Pro Tem Snyder made a subsequent motion to continue the discussion, and Councilmember Clark seconded. Vote passed 4,2 (Kolar recused, Kinsey and Sutton dissenting).

Original vote to postpone this item indefinitely passed 4,2 (Kolar recused, Snyder and Thornton dissenting).

13. EXECUTIVE SESSION – *Entered at 11:01 PM*

- 13.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation and City Council Legal Requests.
- 13.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to CoOp Development Agreements and related agreements; Durango Farms Amended and Restated Development Agreement as amended and Butler Loan Agreement with Cottonwood Local Government Corporation.
- 13.3. Pursuant to Texas Government Code Section 551.071 (Legal Consultation) to deliberate and seek the advice of its attorneys regarding the following matters: Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending in the 368th Judicial District, Williamson County, Texas, River Creek Development Corporation, et al v. Paxton, et al, filed in the 425th Judicial District, Williamson County, Texas; Jones v. City of Hutto, et al., filed in the United States District Court, Austin Division.

No action was taken in Executive Session.

14. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 1:00AM*

- 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, Pending Litigation and City Council Legal Requests. *No action.*
- 14.2. Consideration and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Co-Op Development Agreements and related agreements; Durango Farms Amended and Restated Development Agreement as amended and Butler Loan Agreement with Cottonwood Local Government Corporation. *No action.*
- 14.3. Consideration and possible action related to legal advice given pursuant to Texas Government Code Section 551.071 (Legal Consultation) regarding the following matters: Longhorn Title Company, Interpleader v. Preston Hollow Capital, LLC., et al., pending in the 368th Judicial District, Williamson County and Texas, River Creek Development Corporation, et al v. Paxton, et al, filed in the 425th Judicial District, Williamson County, Texas. *No action.*

Councilmember Kinsey requested a charter review agenda item for the next meeting. Councilmember Kinsey also reported that she and her family will be moving away from the area for a professional opportunity.

15. ADJOURNMENT – 1:04 AM

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

City Council Work Session
Thursday, November 3, 2022 at 6:00 PM
City Council Chambers

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1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Robin Sutton, Councilmember Randal Clark, Councilmember Dan Thornton, Councilmember Krystal Kinsey, Councilmember Amberley Kolar and Mayor Pro Tem Peter Gordon.

Absent: None

Members of staff present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager; Wade Benton, Consultant, Irene Talioaga, Human Resources Director, Ashley Bailey, Executive Director of Business and Development

3. PUBLIC COMMENT

- Nicole Calderone

Work Session was then moved to the Executive Conference Room at 6:03 pm and opened at 6:06 pm.

4. OTHER BUSINESS

4.1 Presentation and discussion by MA Partners, LLC, relating to the CoOP, Butler Loan Agreement and Durango Farms

Representatives of MA Partners provided the overview.

5. ADJOURNMENT – 6:57 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

DRAFT

AGENDA ITEM REPORT

9.2.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2022-053 amending Article 22.07 of the Code of Ordinances to establish a school zone on FM 685 (Chris Kelley Boulevard) (First Reading) (Wayne Watts)

a. Consideration and possible action on Ordinance No. O-2022-053 dispensing with second reading in accordance with Hutto City Charter Section 3.13

Meeting: Thursday, November 17, 2022

Department: Public Works /

Staff Contact: Wayne Watts

BACKGROUND INFORMATION:

After requests and coordination by Hutto Independent School District (HISD) Police Chief William Edwards, HISD Assistant Superintendent of Operations Henry Gideon, and Hutto High School Principal Johnnothan Smith with the TXDOT Area Office, the TXDOT Austin District Traffic Division has approved a school zone for Hutto High School along FM 685, more commonly known in Hutto as Chris Kelly Boulevard. This school zone will extend a total distance of 0.31 miles from 480 feet south of U.S. Hwy. 79 to 264 feet south of Carl Stern Drive as depicted in the attached aerial exhibit. The speed limit within the school zone will be 35 mph when the flashing light assemblies are operating during designated school zone times, which is 15 mph below the posted speed limit on Chris Kelly outside of the school zone. TXDOT will begin the installation of the school zone flashing light assemblies and associated signage and school zone pavement markings after the approval of the attached ordinance prepared by the City Attorney's office. This TXDOT installed and maintained school zone will provide a much needed improvement in pedestrian safety along Chris Kell Boulevard in front of Hutto High School, which has no current school zone. The Hutto Police Department and other State and Williamson County law enforcement officers will be able to enforce the school zone on this state highway.

SUMMARY OF REQUEST:

Staff requests approval of Ordinance No. 2022-053 establishing a school zone on Chris Kelly Boulevard in front Hutto High School and the waiving the second reading of the Ordinance.

STAFF REVIEW:

Staff reviewed this school zone ordinance prepared by the City Attorney's office.

FISCAL NOTES:

AGENDA ITEM REPORT

9.2.



The cost of installing and maintaining the school zone is to be borne by TXDOT.

ATTACHMENTS:

ORDINANCE NO. O-2022-__

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 22.07 OF THE CODE OF ORDINANCES TO ESTABLISH A SCHOOL ZONE ON FM 685 (CHRIS KELLEY BOULEVARD); 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, under Section 22.03.034 of the Code of Ordinances, to establish speed limits of school zones, the City may install or remove warranted school zones if deemed necessary by the City’s engineering department and the engineering department may identify, define, and amend the streets, direction of travel, location, and speed limit of school zones; and

WHEREAS, the City has received a recommendation from the Texas Department of Transportation (TxDOT) for the installation of a school zone within the city limits on FM 685 (also referred to as Chris Kelley Boulevard) in the location near Hutto High School more fully described in Attachment “A”; and

WHEREAS, FM 685 is a state-maintained highway within the City limits for which the maximum speed limits are determined by TxDOT and posted by TxDOT based on the results of TxDOT’s own engineering and traffic investigations, in accordance with Section 22.07.001(c) of the Code of Ordinances; and

WHEREAS, the City Engineer has reviewed and affirmed the recommendation of TxDOT for the installation of a school zone in this location on FM 685; and

WHEREAS, the City Council finds that installing the recommended school zone is in the best interests of the City in providing for public safety and welfare; 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 22, Article 22.07, Section 22.07.001, Subsection (a), 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

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney

Attachment “A”

Sec. 22.07.001 Speed limits

(a) Limits on specific streets.

Street	Direction of Travel	Location	Speed Limit (mph)
C.R. 137	North and south	Beginning at the south curblineline of F.M. 1660 and ending at 4,390 feet south	40
Carl Stern Blvd.	East and west	Beginning at 150 feet east of the east curblineline of Edison Dr. and ending at F.M. 1660	35
Ed Schmidt Blvd./ C.R. 119	North and south	Beginning at the north curblineline of U.S. Hwy. 79 and ending 1,060 feet north	35
Ed Schmidt Blvd./ C.R. 119	North and south	Beginning at 1,060 feet north of the north curblineline of U.S. Hwy. 79 north to Limmer Loop	50
FM 1660 N	North	Beginning at the intersection with US 79 at mile point 7.297 to 48 ft north of Cottonwood Drive at mile point 6.791, a distance of 0.506 miles	30
FM 1660 N	North	From 48 ft north of Cottonwood Drive at mile point 6.791 up to 535 ft north of CR-136 (Mager Lane) at mile point 6.591, a distance of 0.200 miles	45
FM 1660 N	South	From 535 ft north of CR-136 (Mager Lane) at mile point 6.591 up to 48 ft north of Cottonwood Drive at mile point 6.791, a distance of 0.200 miles	45
FM 1660 N	South	From 48 ft north of Cottonwood Drive at mile point 6.791 to the intersection with	30

		US 79 at mile point 7.297, a distance of 0.506 miles	
<u>FM 685 (Chris Kelley Boulevard)</u>	<u>North</u>	<u>From mile point 1.401 (264 feet south of Carl Stern Dr.) to mile point 1.091 (480 feet south of US 79), a distance of 0.310 miles</u>	<u>35 when school zone signs are flashing.</u> <u>50 all other times</u>
<u>FM 685 (Chris Kelley Boulevard)</u>	<u>South</u>	<u>From mile point 1.091 (480 feet south of US 79) to mile point 1.401 (264 feet south of Carl Stern Dr.), a distance of 0.310 miles</u>	<u>35 when school zone signs are flashing.</u> <u>50 all other times</u>
Limmer Loop	East and west	Beginning at Ed Schmidt Blvd./C.R. 119 to F.M. 1660	50

Chris Kelley School Zone Exhibit



W US 79

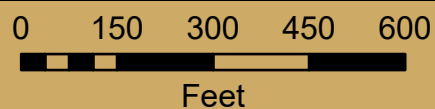
W US 79

CARL STERN DR

KOTHMAN DR

DELIA CHAPPA LN

Chris Kelley
School Zone
(35 Miles Per
Hour)



AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Discussion and possible action to execute Individual Project Order (IPO) 2022-04 for professional engineering services with Freese & Nichols, Inc. to design the Jonah Water Special Utility District (JWSUD) Water Interconnect Project in the amount of \$640,920.00. (Wade Benton)
Meeting: Thursday, November 17, 2022
Department: Engineering /
Staff Contact: Wade Benton

BACKGROUND INFORMATION:

FNI IPO 2022-04

The Master Services Agreement (MSA) for continuing professional services with Freese & Nichols was executed on July 15, 2021.

Freese & Nichols will design a 1.0 million gallon per day (MGD) waterline interconnection and transmission main with the JWSUD to supply water to the City's 890' elevation water pressure plane (PP). Improvements include approximately 5,800 linear feet of 16-inch diameter waterline from the JWSUD wholesale delivery point to the City's existing Northwest Ground Storage Tank (GST) near the intersection of Limmer Loop and Ed Schmidt Blvd. Additional improvements include a flow control valve at the Northwest GST and associated water distribution system improvements to supply water from the JWSUD wholesale delivery point to expand the existing 890' elevation PP. This project will expand the PP area by approximately 45% and increase distribution system pressure approximately 15-20 pounds per square inch (psi). This IPO includes two capital improvement projects, W4 and W5 that were approved as part of the City's Water Capital Improvement Program (CIP) Plan on 7/21/2022.

The scope of services includes:

1. Project management
2. A preliminary engineering report (PER)
3. Design review submittals at 30%, 60%, 90% and 100% design stages
4. Plans and specifications

Bid and construction phase services will be provided as part of a future IPO.

AGENDA ITEM REPORT

9.3.



SUMMARY OF REQUEST:

Authorize the City Manager to execute IPO 2022-04 with Freese & Nichols for professional engineer services to design the Jonah Water Special Utility District (JWSUD) Water Interconnect Project in the amount of \$640,920.00.

STAFF REVIEW:

Staff recommends execution of IPO 2022-04 with Freese & Nichols

FISCAL NOTES:

The 2022 Water Capital Improvement Project Plan includes the following project budget amounts for Projects:

	W4:	W7 (CIP Budget Amount):
Design:	\$ 103,230	\$ 2,149,400
Construction:	\$ 572,900	\$ 11,941,500
Contingency:	\$ 171,870	\$ 3,582,100
Admin:	\$ 17,187	\$ 358,000
Total:	\$ 865,187	\$ 18,031,000

Funding source is the Series 2022 Certificates of Obligation Bonds
Project W04 – Jonah 1.0MGD Supply & Emergency 8” Interconnect
Account # 57-040-058-6680

FY 2023 Available Budget \$9,965,187

Proposed Expenditure \$ 640,920

Remaining Budget \$9,324,267

ATTACHMENTS:



**Individual Project Order 2022-04
to the Master Agreement
between the City of Hutto
and Freese & Nichols.
(7/15/2021)**

Project No:

**W4: Jonah SUD Wholesale Interconnect and
16-inch diameter water transmission line**

Freese & Nichols IPO
2022-04



This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as “City”) and **Freese & Nichols**, (hereinafter referred to as “**Consultant**”) in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on July 15, 2021 (the “Agreement”).

Under this IPO, the City intends to construct the following projects:

W4: Jonah SUD Wholesale Interconnect and 16-inch diameter water transmission line

Consultant will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

Consultant will perform the services specified in Attachment A.

SECTION 2 – PAYMENT

For the Services set forth above, City will pay Consultant as follows:

The table below presents a summary of the fee amounts and fee types for this IPO.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	27,809.00	LUMP SUM
Surveys	165,260.00	LUMP SUM
Land Acquisition Coordination (12 Parcels)	176,102.00	RATE SCHEDULE
Geotechnical Analysis	38,110.00	LUMP SUM
Coordination	12,153.00	LUMP SUM
30% Design	82,550.00	LUMP SUM
60% Design	49,432.00	LUMP SUM
90% Design	40,199.00	LUMP SUM
100% Design	39,185.00	LUMP SUM
Additional SUE QLA (3)	10,120.00	MARKUP
TOTAL FEE	\$ 640,920.00	

The total amount authorized to Consultant under this IPO is \$640,920.

The lump sum amount to be paid under this IPO is \$454,698.

The hourly not-to exceed fee to be paid under this IPO is \$186,222. City will pay consultant for Services rendered at the rates shown in Attachment B for each classification of Consultant’s personnel (may include contract staff classified at Consultant’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachment B will be increased annually with the first increase effective on or about January 1, 2024.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:



1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

SECTION 3 – ATTACHMENT

- 3.1 The following Appendices are attached to and made a part of this IPO:
- 3.1.1 Attachment A – Scope of Services
 - 3.1.2 Attachment B – Fee Schedule and Unit Rates
 - 3.1.3 Attachment C – Design Schedule
 - 3.1.4 Attachment D – HB 89 Verification
 - 3.1.5 Attachment E – Form 1295, Certificate of Interested Parties (12/22/2017 Version)

This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this IPO shall be the last date written below.

City of Hutto, Texas

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

Freese & Nichols

By: _____
Signature

Name: Anne Hoskins
Printed Name

Title: Principal

Date: 11/09/2022

Attest: _____
Signature



Attachment A – Scope of Services

Project No:

**W4: Jonah SUD Wholesale Interconnect and
16-inch Diameter Water Transmission Line**

November 17, 2022

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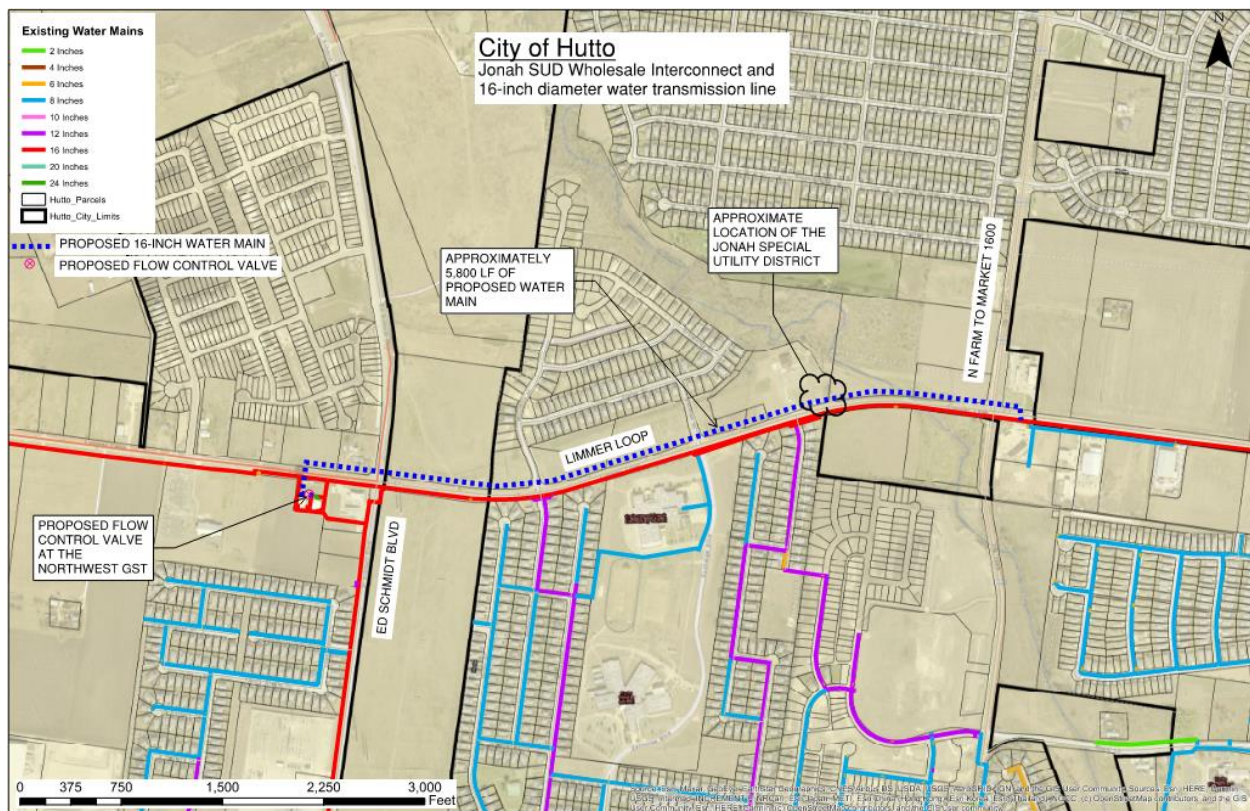
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1.0 Project Description

This scope of services includes design services for the following capital improvement project of the City of Hutto's Capital Improvements Project Program:

Project No. W4: Improvements consist of approximately 5,800 linear feet of 16" diameter waterline from the Jonah Water Special Utility District (JWSUD) wholesale delivery point to the existing Northwest Ground Storage Tank (GST). Improvements also consist of an associated flow control valve at the Northwest GST and associated water distribution system improvements (isolation valves as needed) to supply water from the JWSUD wholesale delivery point and to expand the existing Pressure Plane (PP).

An overview of the proposed project is provided in the figure below.



Consultant shall be responsible for developing all designs necessary to bid and construct the proposed improvements. Garver will provide design reviews on behalf of the City.

1.1 Project Assumptions

The project design will be based on the following assumptions:

- The existing electrical/I&C systems at the Northwest GST have the capacity to handle the additional points and loads to be added with the flow control valve included in this project.

SCADA communication is to be radio communication back to a central location identified by the City of Hutto. Fiber optic communication is not included for evaluation in the study phase nor implementation in the design phase of the project.

- Easements for the proposed pipeline will be limited to twelve (12).
- The project will be authorized with Nationwide Permit (NWP) without US Army Corps of Engineers (USACE) coordination or notification.
- Cultural resource evaluations will be desktop only.
- No presence/absence surveys for federally-listed species are required.
- National Environmental Policy Act (NEPA) documentation is not required.

2.0 Project Schedule

The consultant shall progress through the design of the project making it Bid Ready within a eight (8) month duration allowing one (1) week for each Garver review of milestone submittals and ten (10) weeks for regulatory agencies review of the final design. Bid advertisement may occur prior to approval from all regulatory review agencies. Pre-Design tasks, such as right-of-entry coordination utility coordination and alignment evaluations, shall begin immediately upon receipt of the of Notice to Proceed (NTP).

The consultant shall prepare a simple Gant chart demonstrating the proposed project schedule upon receipt of the NTP and provide weekly updates as the project progresses.

The project schedule shall include the following elements:

- Topographic, Property Surveys and SUE
- Identification of easement needs and 30% Design Submittal
- Garver Review of 30% Design Submittal
- Submission of Land Acquisition Documents, if needed
- Utility coordination and 60% Design Submittal
- Garver Review of 60% Design Submittal
- Permit applications and 90% Design Submittal
- Garver Review of 90% Design Submittal
- Address final review comments and 100% Design Submittal
- Regulatory Agencies review of Final Design Submittal
- Receive all needed permits (Bid Ready)

3.0 Project Management

3.1 Key Personnel

Consultant shall submit a complete organization chart with Key Personnel identified for the following positions:

- Principal in Charge

- Project Manager
- Engineer of Record licensed in the State of Texas (if different than Project Manager)
- Quality Control Manager

3.2 Meetings

Consultant shall include time and resources to support the following Programmatic or Project meetings. As this is a Project within a Program, the Consultant shall comply with Programmatic processes and ensure the Project team is equipped and capable to perform in compliance with Programmatic processes.

- Monthly Progress meetings
- 30% Design Milestone Plan Review Meeting
- 60% Design Milestone Plan Review Meeting
- 90% Design Milestone Plan Review Meeting

3.3 Programmatic Reporting

Consultant shall provide weekly status reports to Garver in addition to schedule updates.

3.4 Communication

All communication shall be between the Consultant Project Manager, Anne Hoskins, and Garver Manager, Pat Womack (cc Wade Benton).

3.5 Software

3.5.1 AutoCAD/GIS

Consultant shall submit final drawings in the latest version of AutoCAD software and annotated shapefiles.

3.5.2 BlueBeam Revu Studio

Consultant shall submit all milestone reviews in PDF format and use BlueBeam Review Studio as a tool for reviewing and responding to comments.

4.0 Surveys

Topographic and property surveys shall be provided by the Consultant and are included in this scope of services. Consultant shall be responsible for obtaining right of entry by the property owners prior to any field surveys.

4.1 Topographic Surveys

Consultant will provide field survey data for designing the Project, and this survey will be tied to the City's control network. Extents of the survey will be sufficient for the proper design of the Project.

Consultant will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Consultant will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site. Consultant will establish control points for use during construction.

4.2 Property Surveys

Consultant will locate existing monumentation representing property ownerships and right of way and/or easements based on record data which will be provided by the Consultant. Property surveys will be of sufficient accuracy and detail to use as the basis of future land acquisition documents.

4.3 Subsurface Utility Engineering (SUE)

Consultant will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data". The scope of this proposal includes QL "A" and QL "C"/"D" SUE services at the Northwest GST site and along the north side of Limmer Loop from west of Ed Schmidt Blvd. to east of FM 1660. The limits of the QL "C"/"D" SUE investigation are outlined in red on Exhibit B. The Rio Group (TRG) will collect available utility records and attempt to depict the following utilities: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater facilities will be inverted at manholes and will be depicted as QL "C" information. Storm drain facilities, irrigation lines, service lines, and an inventory of overhead utilities are excluded from this scope of work.

This proposal also includes up to nine (9) QL "A" SUE test holes at locations that will be provided by the Client following a review of the QL "C"/"D" information. The survey of SUE field markings, above ground utility features, and QL "A" test holes is not included in this scope of work. It is assumed that the Client will provide SUE survey data for use in preparing the final deliverables.

The additional services include up to three (3) QL "A" SUE test holes. The test hole locations are to be provided by the Client following a review of the QL "C/D" information. To layout the test holes, TRG will attempt to designate 10-feet of the target utility on each side of the test hole location.

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

5.0 Geotechnical Analysis

Geotechnical investigations and engineering are anticipated for completion of the Project. The Consultant shall provide by the necessary geotechnical analysis as needed to perform the design of the Project. The Consultant shall interpret the geotechnical data and provide the necessary engineering needed to inform potential bidders of the geotechnical conditions in addition to other needs identified by the Consultant.

6.0 Coordination

The Consultant shall attend coordination meetings with the City, Garver, and other agencies as required. The Consultant shall prepare exhibits for these meetings when appropriate.

6.1 Utility Conflicts

The Consultant shall prepare and furnish a proposed utility conflict resolution plan to Garver and to all known utility owners potentially affected by the pipeline. The Consultant shall evaluate potential utility conflicts, coordinate with the affected utility owner, and develop an executable and agreeable plan to mitigate. The Consultant shall include approved utility conflict resolution plan in the 60% design drawings and specifications.

The Consultant shall coordinate utility locates and perform hydroexcavation verification of marked utilities, to be included in the design.

6.2 Land Owner Considerations

The Consultant shall incorporate land owner considerations for use, care, and restoration of the property as defined in easement agreements. Actionable items shall be visually indicated in the design drawings and described by parcel within the construction Special Provisions.

6.3 Permitting

The Consultant shall prepare final plans and pertinent documentation for submittal to local, state, and federal agencies as well as other entities as necessary to secure needed permits for construction. Anticipated permits needed prior construction may consist of, but are not limited to, the following:

- TCEQ Permit to Construct
- Electric Utility Permit
- Underground Pipeline Utility Permit

The Consultant shall be responsible for addressing comments issued from regulatory agencies.

7.0 Design

The Consultant shall progress the design of the Project and develop milestone submittals for review as defined in the following subsections.

7.1 30% Design Milestone Submittal

The 30% design submittal will include a Preliminary Engineering Memo (PEM) and plan sheets showing the recommended improvements and an opinion of probable construction cost. The PEM will document the results of the Consultant's evaluation of potential alternatives considering land easement constraints, potential obstructions, constructability, and overall rough order of magnitude project costs. The PEM will include a recommended layout including a preliminary alignment and summary of estimated easement acquisition cost with 30% complete construction drawings and an opinion of probable construction costs (OPCC). This 30% submittal will be for the purpose of coordinating the proposed improvements with the City and identifying any necessary easements required for the construction of the Project.

The Consultant shall submit the 30% milestone review documents for review one week prior to the 30% milestone review meeting allowing time for Garver and the City to review submittal prior to the review meeting. The Consultant will incorporate comments from Garver and the City in the Preliminary Design. The Consultant will proceed with the 60% Design after the 30% Design is approved by the City in writing.

7.2 60% Design Milestone Submittal

The Consultant shall refine the 30% design to approximately 60% complete design by providing additional detail including the following design elements:

- Mechanical, Electrical, and Civil Plan sheets with elevations, sections, and details
- Process & Instrumentation Diagrams
- Isometrics as appropriate
- Identify recommended equipment
- Technical specifications and "front end" contract document

The Consultant shall prepare preliminary technical specifications and "front end" documents as part of the 60% Design Submittal. The technical specifications shall be consistent with City standard requirements. The front-end documents shall be based on template front end documents provided by the City.

The Consultant shall submit the 60% milestone review documents for review one week prior to the 60% milestone review meeting allowing time for Garver and the City to review submittal prior to the review meeting. The Consultant will incorporate comments from Garver and the City in the Preliminary Design. The Consultant will proceed with the 90% Design after the 60% Design is approved by the City in writing.

7.3 90% Design Milestone Submittal

Based on review comments received at the 60% milestone review meeting, the Consultant shall conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The Consultant shall also make final field inspection with Garver, make any needed plan changes as a result of the final field inspection and/or special easement acquisition considerations, and prepare the construction documents as required to obtain construction permits.

As part of 90% design, the Consultant shall develop a comprehensive list of anticipated contractor submittals, including preliminary and final operation and maintenance manuals submittals for all major equipment.

The Consultant shall submit the 90% milestone review documents for review one week prior to the 90% Design milestone review meeting allowing time for Garver and the City to review submittal prior to the review meeting. The Consultant will incorporate comments from Garver and the City in the Preliminary Design. The Consultant will proceed with the 100% Design after the 90% Design is approved by the City in writing.

7.4 100% Design (Regulatory Review) Submittal

Based on review comments received from the 90% Design review meeting, the Consultant shall address the final review comments and sign and seal final plan submittal package for TCEQ and other regulatory reviews.

7.5 Ready for Bid Documents

Based on review comments received from the regulatory review submittal, the Consultant shall address the review comments and sign and seal final plan submittal package. The Bid Documents shall be prepared in the format prescribed by the City that contains the following, including, but not limited to, Bidding and Contracting Documents, Technical Specifications, Details, and Plans.

8.0 Additional Work

It is anticipated that certain additional work may be necessary to complete the design of the Project. The items included in this scope of work to be performed by the Consultant on as needed basis when authorized by the City in writing and will be compensated by the City on a time and materials basis up to the not to exceed amount for additional work established in the IPO. The anticipated items of Additional Work may include tasks listed in this section.

8.1 Environmental Services

8.1.1 The following environmental services will be performed by the Consultant. Desktop Evaluation

The Consultant will first review publicly available datasets including, such as U.S. Fish and Wildlife Service's (USFWS) National Wetland Inventory maps, Federal Emergency Management Agency's (FEMA) 100-year floodplain maps, U.S. Geological Survey (USGS) 7.5-minute topographical maps, Natural Resources Conservation Service (NRCS) soils maps, and USFWS Information for Planning and Consultation (IPaC) database for federally protected species to gather information about the project area.

8.1.2 Site Visit

After the desktop evaluation, Consultant will conduct site visit to gather necessary data and photographs towards the development of a technical memorandum, and if necessary, a USACE permit application. This will include a delineation of potential waters of the U.S. (WOTUS), assessment of federally-listed

species' potential habitat, and observations of contamination (towards the development of a Phase I Environmental Site Assessment [ESA]) within the proposed project area.

8.1.3 THC Coordination

Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project is expected to exceed these thresholds, coordination with THC will be required. Nationwide Permit (NWP) General Condition 20, *Historic Properties* requires a pre-construction notification (PCN) if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. Consultant will prepare a letter to the THC describing the project and requesting their review. Follow up studies that may be required by the THC would be conducted as an additional service.

8.1.4 Technical Memorandum

Based on knowledge gained from Tasks 8.1.1, 8.1.2, and 8.1.3, Consultant would develop a technical memorandum summarizing the results and providing conclusions pertaining to environmental permitting. Based on the proposed project activities, the project could require a USACE permit. NWP 58, *Utility Line Activities for Water and Other Substances*, would be the most applicable permit option for this project. NWP 58 may require a pre-construction notification (PCN) based on various triggers; if consultant determines that a PCN is required, a permit application could be developed as an additional service.

8.1.5 Phase I ESA

Consultant will conduct and prepare a Phase I ESA within property that is subject to acquisition by the City of Hutto. The Phase I ESA will be conducted based on standards published by the Environmental Protection Agency All Appropriate Inquiries (AAI) Final Rule and ASTM International (ASTM) under Standard Guideline E1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process."

- Historical Land Use Review. Consultant will perform an investigation into prior ownership and past land uses on the subject property. Consultant will attempt to identify obvious uses of the subject property from the present back to the property's first developed use. To accomplish this task, consultant will review the following records (if available):
 - Interviews with local representatives and property owners/tenants.
 - Historical aerial photography.
 - Historical topographic maps.
 - City directory abstracts

- Sanborn fire insurance maps.
- Regulatory Agency Records Review. Consultant will review information found in federal and state regulatory records for the subject property, including records related to environmental-related permits, notices-of-violation, and incidents involving use, disposal, or accidental release of hazardous substances, petroleum products, or other waste materials. Local records, if available, related to the subject property will also be reviewed for indications of environmental concern.
- Report Preparation: Following the completion of the three sub-tasks described above, a report will be prepared for the subject property documenting our findings. The report will contain a narrative of our findings, recommendations for additional environmental investigations, as needed, and copies of all data obtained relevant to each subject property. The report will contain appropriate maps, figures, and photographs.

8.2 Property Acquisition Documents

The Consultant will provide mapping, conveyance instruments, and legal descriptions as required for preparing Right of Way/Easement acquisition documents for the City's use in acquiring property for the Project. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The City will provide a standard conveyance instrument or "go-by" example for use by the Consultant.

8.3 Property Acquisition

Provide right-of-way and easement acquisition and appraisal services for the Project. The scope of work may include:

8.3.1 Title Services

- Secure preliminary title commitment of preliminary title search from the title company that will be providing title insurance.
- Provide title insurance for all parcels acquired, insuring clear title.

8.3.2 Preliminary Interviews of Property Owners

Preliminary right-of-entry requests shall be typed and prepared on all parcels prior to assignment for appraisals. The information obtained shall include owner interview information. All occupants and resident owners shall be personally contacted. The Consultant shall provide pertinent information to occupants and owners as to proposed appraisal, acquisition and construction schedules. An explanation of the appraisal, acquisition and property management procedures shall be given to all occupants and owners.

8.3.3 Appraisal Services

- The Consultant shall retain an experienced and independent real property appraiser to prepare an appraisal of the fair market value of the property. Each appraiser shall be licensed as a real estate appraiser under the laws of the State of Texas.
- Each appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the appraiser during the inspection of the parcel.

- When only part of a property is to be acquired, the estimate of fair market value shall be that amount arrived at in accordance with the laws governing just compensation, including those laws governing compensable and non-compensable items and the treatment of general and special benefits. For either whole or partial acquisitions, the appraisal report shall show what, in the appraiser's judgement, is a reasonable allocation of the estimated compensation to the various land, buildings, other improvements and damage allocation.
- In estimating fair market value for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under state laws, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- Appraisals shall be typewritten, dated, and signed by the appraiser making the appraisal prior to being submitted to a review appraiser.
- Each appraisal shall contain the appraiser's certification. A new certificate shall be prepared where there is a change in appraisal, which affects the estimate of just compensation or changes the date of the valuation.

8.3.4 Negotiations / Acquisition

The Consultant's Land Agent shall perform the acquisition services in compliance with State requirements. In addition, the Consultant shall comply with the following requirements:

- Make all reasonable efforts to personally contact each owner or the owner's designated representative and explain the acquisition. A minimum of three (3) calls shall be made on each principal party of interest and one call on all other interest before a parcel may be unsecured. If personal contact is impossible, the property owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - When initial contact is made for acquisition, the land agent shall show the owner(s) the appraisal and review it with the owner(s). All owners will be provided a copy of the appraisal, either through hand delivery or by certified mail, return receipt requested.
 - The owner(s) shall be offered the amount of the reviewed appraisal and given copies of appraisal and other documents as purchase agreement, etc. shall be left with the owner(s). The land agent shall obtain completed W-9 forms.
 - On improved parcels, the owner(s) shall be advised that the owner(s) may retain the improvements for the amount of the salvage value. The owner(s) shall be informed of the salvage value procedure whereby the salvage value is deducted from the approved offer. In addition, the owner(s) shall be advised of the site clearance requirements and specifications.
 - Closing of the sale transaction by the escrow agent and the transfer tax ad proration of taxes, if applicable, shall be explained to the owner(s). The anticipate time frame for closing shall also be explained.
- Provide documentation to prove any changes or additional parties of interest if the land agent is advised of any changes in title by the owner or any other source.
- Give a revised written good faith offer and valuation statement to the owners, if the extent of the taking is revised or the approved estimate of just compensation is revised.

- Maintain adequate records of memorandum of negotiations, including a report for each parcel containing, but not limited to, the following:
 - Date and place of each contact
 - Parties of interest contacted
 - Offer(s) made, including forms
 - Counteroffer and reasons counteroffer was accepted or not accepted
 - Memos of negotiation shall be signed and dated by the land agent
- Record the land agent's recommendation for action and submit it to the City when attempts to acquire an easement are unsuccessful. The recommendation shall consider and discuss administrative settlement, including amount of settlement and reasons for the recommendation. Otherwise, a condemnation report shall be filled out and submitted to the City.
- Request legal opinion if any legal issues exist during the course of the appraisal assignment. All legal opinions shall be rendered by the City Attorney.
- Prepare and review all necessary legal documents for property acquisition.

Note that any delays in negotiations related to right-of-entry or easement acquisition due to the land may potentially affect the schedule.

9.0 Future Work

It is anticipated the Consultant agreement will be amended to include bidding and construction phase services. During the bidding and construction phase, the Consultant may be requested to perform the following services that are not included in this scope of work:

9.1 Bidding Services

During the bidding phase of the Project, the Consultant will accomplish the following:

- Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the City. City will pay advertising costs outside of this contract.
- Dispense construction contract documents to prospective bidders utilizing BidNet Direct.
- Support the contract documents by preparing addenda as appropriate.
- Participate in a pre-bid meeting.
- Attend the bid opening.
- Prepare bid tabulation.
- Evaluate bids and recommend award.

9.2 Construction Phase Services

During the construction phase of work, Consultant will accomplish the following:

- Attend preconstruction meeting.
- Provide necessary clarifications (respond to RFIs) regarding the construction contract documents.
- Attend progress/coordination meetings with the Owner/Contractor.
- Evaluate and respond to construction material submittals and shop drawings.

- Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment.
- Prepare and furnish record drawings based on working drawings provided by the construction contractor.
- Prepare plan revisions as needed to assist with change orders for changes in the work from that originally provided for in the construction contract documents.
- Participate in final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.

City of Hutto Attachment B - Project No. W4: Jonah Interconnect 10/5/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 454,698
	Special Services	\$ 186,222
	Total Project	\$ 640,920

Tasks					Labor																				
Phase	Task	Activity	Basic or Special	Task Description	Anne Hoskins	David Bennett	Adriell Shrikissoon	Garrett Wilhelm	Trooper Smith	Tom Cross	Richard Provolt	Justin Riddle	Robert Harrison	Argall Moctezuma	Jeff Hensley	Janet Frantz		Brian King	Jonathan Rebler	Kelsey Calvez	Tam Tran	Tom Dixon	Kimberly Buckley	Stephanie Neises	Dave Christiansen
					Senior Advisor	Overall QC	Project Manager	Project EIT	Senior Advisor	Pipeline QC	Constructability QC	CAD Designer	Electrical PE	Electrical EIT	Electrical QC	Electrical CAD	THC Coordination	ESA PE	Environmental GIS	Environmental EIT	Environmental QC	ESA QC	Master Planning QC	Master Planning PE	
					\$259	\$306	\$209	\$116	\$364	\$294	\$231	\$118	\$190	\$117	\$339	\$149		\$172	\$114	\$122	\$111	\$225	\$248	\$268	\$191
				PROJECT MANAGEMENT																					
				Monthly PM reporting	8		32																		
				Meetings																					
				Monthly progress meetings (8 months)	8		8	16					4	8											
				Internal kickoff meeting	1		2	4	1				1	1											
				External kickoff meeting	1		2	4					1	1											
				30% Design Milestone Plan Review Meeting	1		2	4					1	1											
				60% Design Milestone Plan Review Meeting	1		2	4					1	1											
				90% Design Milestone Plan Review Meeting	1		2	4					1	1											
				SURVEY (SUBCONSULTANT) COORDINATION	1		2	4																	
			Special	Land Acq (SUBCONSULTANT) COORDINATION	1		2	4																	
				GEOTECHNICAL ANALYSIS																					
				Geotechnical Field Work																					
				Prepare Geotechnical Report																					
				COORDINATION			2	4																	
				Utility conflict coordination									8	24											
				Permitting																					
				TCEQ Plan Review			4	8				2													
				Electric Utility Permit			4	8				2													
				Underground Pipeline Utility Permit			4	8				2													
				Design Coordination with Project Team								2													
				30% DESIGN PHASE																					
				Site Visit			8						8	8					8	8	8				
				Preliminary Engineering Report (PER)																					
				Prepare PER Draft for QC	4		12	24					2	8	1			10	12	12	36			6	12
				Prepare PER Draft for Submittal/Address QC Comm	2	4	6	12	1	4	4	10	2	8	4			2	4	4	6	4	4		
				Prepare Final PER/Address City Comments	1		6	12				5	1	2											
				30% Design Drawings																					
				Schematic Design of Pipe	5		12	24				80													
				Schematic Design of Electrical Components for Flow	1		2	4					4	8	1	12									
				QA/QC of 30% Design Deliverables	1	4	2	4							2										
				Prepare Engineer's 30% Design OPCC	1		4	8					2	4									8	2	
				30% Design Milestone Plan Review Meeting Preparation	1		2	4					1	2											
				60% DESIGN PHASE																					
				60% Design Drawings	5		26	52				104	4	24	1	18									
				60% Specifications	1		8	16					4	16											
				QA/QC of 60% Design Deliverables		4			1	4	4				4										
				Prepare Engineer's 60% Design OPCC	1		4	8					1	2											
				60% Design Milestone Plan Review Meeting Preparation	1		2	4																	
				90% DESIGN PHASE																					
				90% Design Drawings	3		13	26				52	4	16	1	18									
				90% Specifications	1		8	16					4	12											
				QA/QC of 90% Design Deliverables		4			1	4	4				4										
				Prepare Engineer's 90% Design OPCC	1		4	8					1	4											
				90% Design Milestone Plan Review Meeting Preparation	1		2	4																	
				100% DESIGN PHASE																					
				100% Design Drawings	2		8	13				26	1	12	1	12									
				100% Specifications	1		4	8					2	8											
				Finalize Stormwater Management Report					1	4	4														
				QA/QC of 100% Design Deliverables	1	4	4	8							4										
				Prepare Engineer's 100% Design OPCC	1		2	4					1	4											
				READY FOR BID PHASE																					
				Prepare Issued for Bid Drawings	1	2	4	8		4	4	16	2	8	1	6									
				Prepare Issued for Bid Specifications	1	2	4	8					2	4											
				Prepare Issued for Bid Engineer's OPCC	1	2	2	4						1											
				SUPPLEMENTAL SERVICES																					
			Special	SUE Level A																					
Total Hours / Quantity					61	26	217	351	5	20	20	301	63	188	24	66 #		12	24	24	50	4	4	30	18 #
Total Effort					\$ 15,829	\$ 7,968	\$ 45,455	\$ 40,730	\$ 1,822	\$ 5,885	\$ 4,629	\$ 35,554	\$ 11,957	\$ 22,020	\$ 8,131	\$ 9,840 #	\$	2,060	\$ 2,725	\$ 2,921	\$ 5,556	\$ 899	\$ 990	\$ 8,030	\$ 3,432 #

City of Hutto
Attachment B - Project No. W4: Jonah Interconnect
10/5/2022
Detailed Cost Breakdown

Tasks													
Phase	Task	Activity	Basic or Special	Task Description	Tony Bosecker	Hande Gerkus Harris	Jeremy Goethals	Aaron Brewer	Mark Thinnies	Margo Knapp	Stephanie Kirchstein	Total Hours	Total Labor Effort
					Geotech QC	Geotech PE	Geotech EIT	Senior Geologist	Geotech CAD	Tech Support	Administration		
					\$272	\$171	\$115	\$153	\$139	\$96	\$171		
				PROJECT MANAGEMENT									\$ -
				Monthly PM reporting							12	52	\$ 10,835
				Meetings									\$ -
				Monthly progress meetings (8 months)	1	1	1	1		1		49	\$ 8,112
				Internal kickoff meeting								10	\$ 1,814
				External kickoff meeting								9	\$ 1,450
				30% Design Milestone Plan Review Meeting								9	\$ 1,450
				60% Design Milestone Plan Review Meeting								9	\$ 1,450
				90% Design Milestone Plan Review Meeting								9	\$ 1,450
				SURVEY (SUBCONSULTANT) COORDINATION								7	\$ 1,143
			Special	Land Acq (SUBCONSULTANT) COORDINATION								7	\$ 1,143
				GEOTECHNICAL ANALYSIS									\$ -
				Geotechnical Field Work		4	6	36		4		50	\$ 7,274
				Prepare Geotechnical Report	10	34	32	2	3	9		90	\$ 13,815
													\$ -
				COORDINATION								6	\$ 883
				Utility conflict coordination								32	\$ 4,329
				Permitting									\$ -
				TCEQ Plan Review								14	\$ 2,002
				Electric Utility Permit								14	\$ 2,002
				Underground Pipeline Utility Permit								14	\$ 2,002
				Design Coordination with Project Team								2	\$ 236
													\$ -
				30% DESIGN PHASE									\$ -
				Site Visit								48	\$ 6,902
				Preliminary Engineering Report (PER)									\$ -
				Prepare PER Draft for QC								139	\$ 20,426
				Prepare PER Draft for Submittal/Address QC Comm								81	\$ 14,555
				Prepare Final PER/Address City Comments								27	\$ 3,923
				30% Design Drawings									\$ -
				Schematic Design of Pipe								121	\$ 16,046
				Schematic Design of Electrical Components for Flow								32	\$ 4,967
				QA/QC of 30% Design Deliverables								13	\$ 3,046
				Prepare Engineer's 30% Design OPCC								29	\$ 5,396
				30% Design Milestone Plan Review Meeting Preparatic								10	\$ 1,567
				60% DESIGN PHASE									\$ -
				60% Design Drawings								234	\$ 31,655
				60% Specifications								45	\$ 6,425
				QA/QC of 60% Design Deliverables								17	\$ 5,048
				Prepare Engineer's 60% Design OPCC								16	\$ 2,450
				60% Design Milestone Plan Review Meeting Preparatic								7	\$ 1,143
													\$ -
				90% DESIGN PHASE								10	\$ 2,523
				90% Design Drawings								133	\$ 18,317
				90% Specifications								41	\$ 5,957
				QA/QC of 90% Design Deliverables								17	\$ 5,048
				Prepare Engineer's 90% Design OPCC								18	\$ 2,684
				90% Design Milestone Plan Review Meeting Preparatic								7	\$ 1,143
												10	\$ 2,523
				100% DESIGN PHASE									\$ -
				100% Design Drawings								75	\$ 10,498
				100% Specifications								23	\$ 3,342
				Finalize Stormwater Management Report								9	\$ 2,467
				QA/QC of 100% Design Deliverables								21	\$ 4,607
				Prepare Engineer's 100% Design OPCC								12	\$ 1,801
													\$ -
				READY FOR BID PHASE									\$ -
				Prepare Issued for Bid Drawings								56	\$ 9,181
				Prepare Issued for Bid Specifications								21	\$ 3,487
				Prepare Issued for Bid Engineer's OPCC								10	\$ 1,873
													\$ -
				SUPPLEMENTAL SERVICES									\$ -
			Special	SUE Level A									\$ -
													\$ -
Total Hours / Quantity					11	39	39	39	3	14	12	1,665	
Total Effort					\$ 2,991	\$ 6,683	\$ 4,490	\$ 5,974	\$ 417	\$ 1,343	\$ 2,056		\$ 260,388

City of Hutto Attachment B - Project No. W4: Jonah Interconnect 10/5/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	454,698
	Special Services	186,222
	Total Project	640,920

Project Fee Summary	
Basic Services	454,698
Special Services	186,222
Total Project	640,920

Tasks					Expenses										Subconsultants									
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort	Inland Geodetics	Seven Arrows	Austin Geologic	Alpine Services	Rio Group	Sub Name 6	Sub Name 7	Sub Name 8	Sub Name 9
				PROJECT MANAGEMENT											\$ -									
				Monthly PM reporting	52										\$ 442									
				Meetings											\$ -									
				Monthly progress meetings (8 months)	49										\$ 417									
				Internal kickoff meeting	10										\$ 85									
				External kickoff meeting	9										\$ 77									
				30% Design Milestone Plan Review Meeting	9										\$ 77									
				60% Design Milestone Plan Review Meeting	9										\$ 77									
				90% Design Milestone Plan Review Meeting	9										\$ 77									
				SURVEY (SUBCONSULTANT) COORDINATION	7										\$ 60	111,884					37,259			
			Special	Land Acq (SUBCONSULTANT) COORDINATION	7										\$ 60		159,000							
				GEOTECHNICAL ANALYSIS											\$ -			7,100	6,850					
				Geotechnical Field Work	50	425	50	150							\$ 911									
				Prepare Geotechnical Report	90										\$ 765									
															\$ -									
				COORDINATION	6										\$ 51									
				Utility conflict coordination	32										\$ 272									
				Permitting											\$ -									
				TCEQ Plan Review	14										\$ 119									
				Electric Utility Permit	14										\$ 119									
				Underground Pipeline Utility Permit	14										\$ 119									
				Design Coordination with Project Team	2										\$ 17									
															\$ -									
				30% DESIGN PHASE											\$ -									
				Site Visit	48	520	100								\$ 843									
				Preliminary Engineering Report (PER)											\$ -									
				Prepare PER Draft for QC	139										\$ 1,182									
				Prepare PER Draft for Submittal/Address QC Comm	81	75	50							850	\$ 1,725									
				Prepare Final PER/Address City Comments	27										\$ 230									
				30% Design Drawings											\$ -									
				Schematic Design of Pipe	121										\$ 1,029									
				Schematic Design of Electrical Components for Flow	32										\$ 272									
				QA/QC of 30% Design Deliverables	13										\$ 111									
				Prepare Engineer's 30% Design OPCC	29										\$ 247									
				30% Design Milestone Plan Review Meeting Preparation	10										\$ 85									
				60% DESIGN PHASE											\$ -									
				60% Design Drawings	234										\$ 1,989									
				60% Specifications	45										\$ 383									
				QA/QC of 60% Design Deliverables	17										\$ 145									
				Prepare Engineer's 60% Design OPCC	16										\$ 136									
				60% Design Milestone Plan Review Meeting Preparation	7										\$ 60									
															\$ -									
				90% DESIGN PHASE	10										\$ 85									
				90% Design Drawings	133										\$ 1,131									
				90% Specifications	41										\$ 349									
				QA/QC of 90% Design Deliverables	17										\$ 145									
				Prepare Engineer's 90% Design OPCC	18										\$ 153									
				90% Design Milestone Plan Review Meeting Preparation	7										\$ 60									
					10										\$ 85									
				100% DESIGN PHASE											\$ -									
				100% Design Drawings	75										\$ 638									
				100% Specifications	23										\$ 196									
				Finalize Stormwater Management Report	9										\$ 77									
				QA/QC of 100% Design Deliverables	21										\$ 179									
				Prepare Engineer's 100% Design OPCC	12										\$ 102									
															\$ -									
				READY FOR BID PHASE											\$ -									
				Prepare Issued for Bid Drawings	56										\$ 476									
				Prepare Issued for Bid Specifications	21										\$ 179									
				Prepare Issued for Bid Engineer's OPCC	10										\$ 85									
															\$ -									
				SUPPLEMENTAL SERVICES											\$ -									
			Special	SUE Level A											\$ -						9,200			
															\$ -									
Total Hours / Quantity					1,665	1,020	200	150	-	-	-	-	-	850		\$ 111,884	\$ 159,000	\$ 7,100	\$ 6,850	\$ 46,459	\$ -	\$ -	\$ -	\$ -
Total Effort					\$ 14,153	\$ 638	\$ 220	\$ 165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 935	\$ 16,110	\$ 123,072	\$ 174,900	\$ 7,810	\$ 7,535	\$ 51,105	\$ -	\$ -	\$ -	\$ -

City of Hutto
Attachment B - Project No. W4: Jonah Interconnect
10/5/2022
Detailed Cost Breakdown

Tasks							Total
Phase	Task	Activity	Basic or Special	Task Description	Sub Name 10	Total Sub Effort	Total Effort
				PROJECT MANAGEMENT		\$ -	\$ -
				Monthly PM reporting		\$ -	\$ 11,277
				Meetings		\$ -	\$ -
				Monthly progress meetings (8 months)		\$ -	\$ 8,528
				Internal kickoff meeting		\$ -	\$ 1,899
				External kickoff meeting		\$ -	\$ 1,526
				30% Design Milestone Plan Review Meeting		\$ -	\$ 1,526
				60% Design Milestone Plan Review Meeting		\$ -	\$ 1,526
				90% Design Milestone Plan Review Meeting		\$ -	\$ 1,526
				SURVEY (SUBCONSULTANT) COORDINATION		\$ 164,057	\$ 165,259
			Special	Land Acq (SUBCONSULTANT) COORDINATION		\$ 174,900	\$ 176,102
				GEOTECHNICAL ANALYSIS		\$ 15,345	\$ 15,345
				Geotechnical Field Work		\$ -	\$ 8,185
				Prepare Geotechnical Report		\$ -	\$ 14,580
						\$ -	\$ -
				COORDINATION		\$ -	\$ 934
				Utility conflict coordination		\$ -	\$ 4,601
				Permitting		\$ -	\$ -
				TCEQ Plan Review		\$ -	\$ 2,121
				Electric Utility Permit		\$ -	\$ 2,121
				Underground Pipeline Utility Permit		\$ -	\$ 2,121
				Design Coordination with Project Team		\$ -	\$ 253
						\$ -	\$ -
				30% DESIGN PHASE		\$ -	\$ -
				Site Visit		\$ -	\$ 7,745
				Preliminary Engineering Report (PER)		\$ -	\$ -
				Prepare PER Draft for QC		\$ -	\$ 21,608
				Prepare PER Draft for Submittal/Address QC Comm		\$ -	\$ 16,281
				Prepare Final PER/Address City Comments		\$ -	\$ 4,153
				30% Design Drawings		\$ -	\$ -
				Schematic Design of Pipe		\$ -	\$ 17,074
				Schematic Design of Electrical Components for Flow		\$ -	\$ 5,239
				QA/QC of 30% Design Deliverables		\$ -	\$ 3,157
				Prepare Engineer's 30% Design OPCC		\$ -	\$ 5,643
				30% Design Milestone Plan Review Meeting Preparatio		\$ -	\$ 1,652
				60% DESIGN PHASE		\$ -	\$ -
				60% Design Drawings		\$ -	\$ 33,644
				60% Specifications		\$ -	\$ 6,808
				QA/QC of 60% Design Deliverables		\$ -	\$ 5,193
				Prepare Engineer's 60% Design OPCC		\$ -	\$ 2,586
				60% Design Milestone Plan Review Meeting Preparatio		\$ -	\$ 1,202
						\$ -	\$ -
				90% DESIGN PHASE		\$ -	\$ 2,608
				90% Design Drawings		\$ -	\$ 19,447
				90% Specifications		\$ -	\$ 6,305
				QA/QC of 90% Design Deliverables		\$ -	\$ 5,193
				Prepare Engineer's 90% Design OPCC		\$ -	\$ 2,837
				90% Design Milestone Plan Review Meeting Preparatio		\$ -	\$ 1,202
						\$ -	\$ 2,608
				100% DESIGN PHASE		\$ -	\$ -
				100% Design Drawings		\$ -	\$ 11,135
				100% Specifications		\$ -	\$ 3,538
				Finalize Stormwater Management Report		\$ -	\$ 2,544
				QA/QC of 100% Design Deliverables		\$ -	\$ 4,785
				Prepare Engineer's 100% Design OPCC		\$ -	\$ 1,903
						\$ -	\$ -
				READY FOR BID PHASE		\$ -	\$ -
				Prepare Issued for Bid Drawings		\$ -	\$ 9,657
				Prepare Issued for Bid Specifications		\$ -	\$ 3,665
				Prepare Issued for Bid Engineer's OPCC		\$ -	\$ 1,958
						\$ -	\$ -
				SUPPLEMENTAL SERVICES		\$ -	\$ -
			Special	SUE Level A		\$ 10,120	\$ 10,120
						\$ -	\$ -
Total Hours / Quantity					\$ -		
Total Effort					\$ -	\$ 364,422	\$ 640,920

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

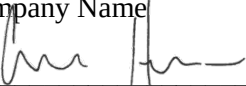
- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Anne Hoskins, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Freese and Nichols, Inc.
Company Name

Signature of Authorized Official

Vice President
Title of Authorized Official
October 5, 2022
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc
Fort Worth, TX United States

Certificate Number:
2022-941263

Date Filed:
10/05/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Project No. W4-W5
Jonah SUD Wholesale Interconnect and 16-inch diameter water transmission line

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wolfhope, John	Austin, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Paula Durant, and my date of birth is September 15, 1970.

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 5th day of October, 20 22.
(month) (year)

Paula Durant

Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION NO. R-2022-__

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING INDIVIDUAL PROJECT ORDER 2022-04 TO
THE MASTER AGREEMENT BETWEEN THE CITY OF
HUTTO AND FREESE & NICHOLS, INC., IN THE AMOUNT
OF \$640,920.00 FOR ENGINEERING DESIGN SERVICES;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
INDIVIDUAL PROJECT ORDER; PROVIDING PROPER
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City Council desires to approve the Individual Project Order 2022-04 ("IPO"), attached as Exhibit A and incorporated herein by reference, in the amount of \$640,920.00, in accordance with the provisions of the Master Agreement For Continuing Professional Services executed between the City of Hutto and Freese & Nichols, Inc.; and

WHEREAS, the IPO provides for engineering design services for the Jonah Water Special Utility District Water Interconnect Project, including for a waterline to connect the wholesale delivery point to the City's existing Northwest Ground Storage Tank near the intersection of Limmer Loop and Ed Schmidt Blvd., a flow control valve, and associated water distribution system improvements; and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, 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 City Manager to execute the IPO, 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 17th day of November 2022.

Mike Snyder, Mayor

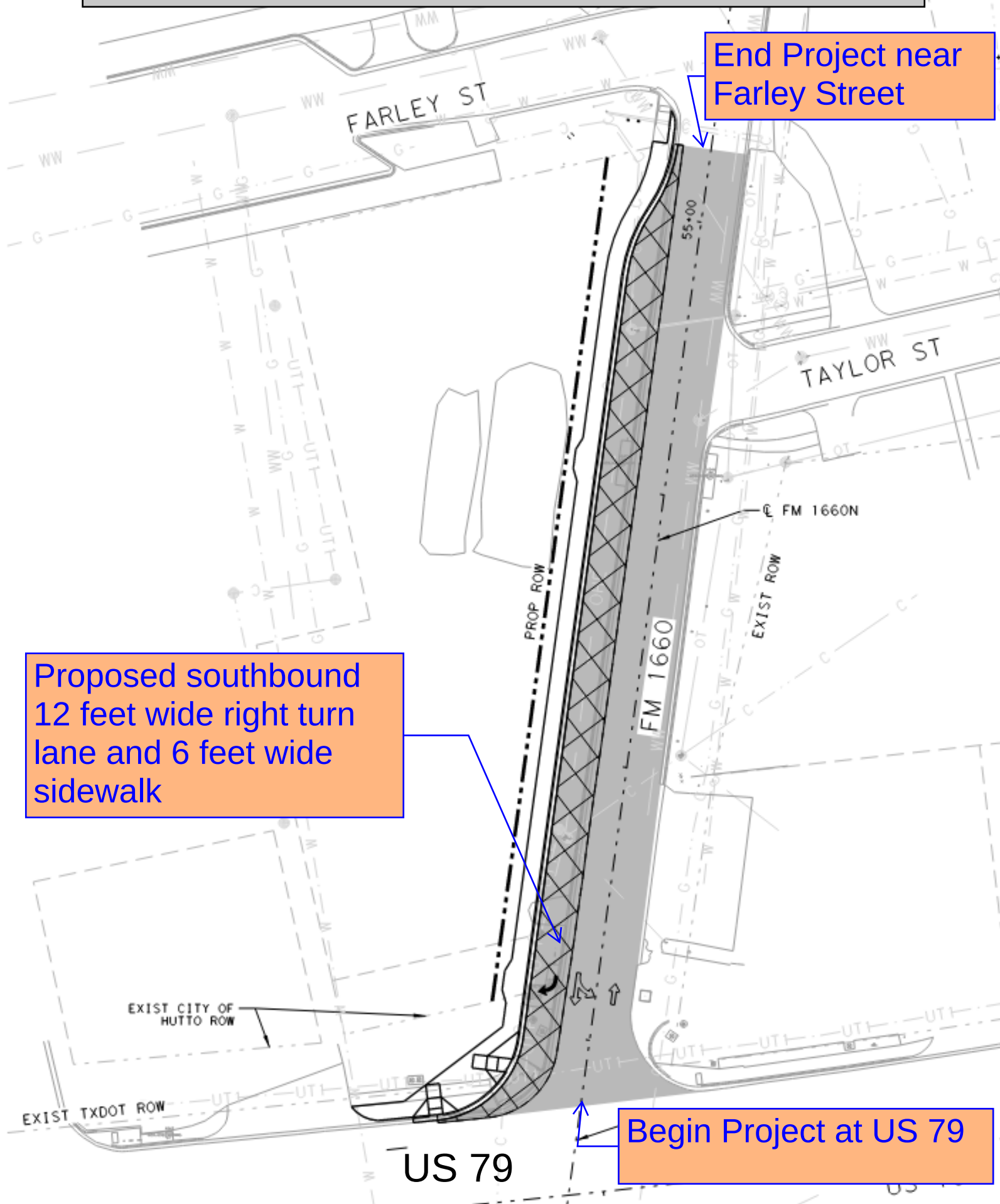
ATTEST:

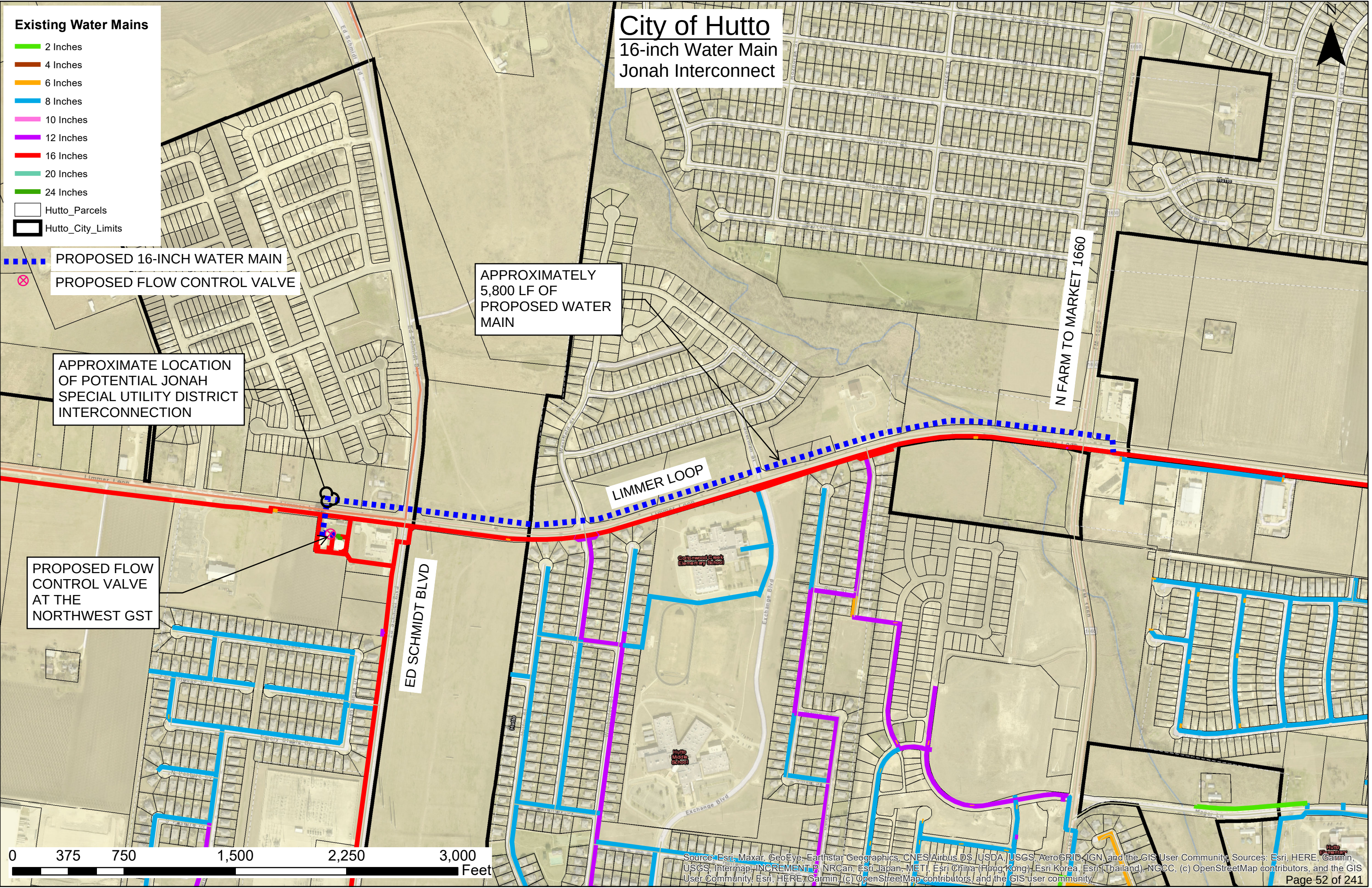
Angela Lewis, City Secretary

APPROVED AS TO FORM:

By: _____
Dorothy Palumbo, City Attorney

PROJECT LOCATION MAP FOR FM 1660 North at US 798 PROJECT





AGENDA ITEM REPORT

9.4.



To: City Council
Subject: Discussion and possible action to execute Task Order (TO) 04 for professional engineering construction phase services with HNTB for construction administration, inspections, engineering, and materials testing in the amount of \$87,402.30.00 for the FM 1660 North at US 79 Project.(Wade Benton)
Meeting: Thursday, November 17, 2022
Department: Engineering /
Staff Contact:

BACKGROUND INFORMATION:

HNTB TO-04

The Master Services Agreement (MSA) for continuing professional services with HNTB was executed on January 18, 2019.

HNTB will perform the following construction phase services:

1. Project Management: prepare contract documents and notices, participate in a preconstruction meeting, prepare change orders, and review contractor pay applications.
2. Engineering Construction Phase Services: on-site observations, prepare daily reports, respond to contractor's requests for information (RFIs), review shop drawings, other contractor submittals, and document field revisions and quantities of materials delivered to the site.
3. Construction Oversight: on-site inspections and documentation
4. Material Testing for embankment, flexible base, concrete asphalt, etc.

Project duration includes one month of pre-construction services, four months of construction and one month of project close-out.

The effective date of the task order is 10/20/2022.

Construction Project Schedule:

11/16: Bid Opening

11/21: Submit letter of recommendation to TxDOT for construction contract approval

1/05: City Council construction contract approval

1/10: Preconstruction Meeting and limited Notice to Proceed (NTP).

The limited NTP allows the contractor to order materials and have them on hand and then begin construction to minimize traffic disruptions. Construction is tentatively anticipated to begin in June 2023.

AGENDA ITEM REPORT

9.4.



SUMMARY OF REQUEST:

Authorize the City Manager to execute TO-04 with HNTB professional engineering construction phase services with HNTB for construction administration, inspections, engineering, and materials testing in the amount of \$87,402.30.00 for the FM 1660 North at US 79 Project

STAFF REVIEW:

Staff recommends execution of TO-04 with HNTB

FISCAL NOTES:

ATTACHMENTS:

RESOLUTION NO. R-2022-__

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING TASK ORDER NUMBER 04 BETWEEN THE
CITY OF HUTTO AND HNTB CORPORATION, IN THE
AMOUNT OF \$87,402.30 FOR PROFESSIONAL
ENGINEERING CONSTRUCTION PHASE SERVICES;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
INDIVIDUAL PROJECT ORDER; PROVIDING PROPER
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City Council desires to approve the Task Order Number 04 (“Task Order”), attached as Exhibit A and incorporated herein by reference, in the amount of \$87,402.30, in accordance with the provisions of the Master/Task Order Prime Agreement executed between the City of Hutto and HNTB Corporation dated January 18, 2019; and

WHEREAS, the Task Order provides for professional engineering construction phase services for construction, inspections, engineering, and materials testing for the FM 1660 at US 79 Project; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Task Order, 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 City Manager to execute the Task Order, 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 17th day of November 2022.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

APPROVED AS TO FORM:

By: _____
Dorothy Palumbo, City Attorney

Exhibit A

TASK ORDER NUMBER 04

Task Order 04 is entered into between the City of Hutto, Texas ("City") a Texas municipality, and HNTB CORPORATION ("Professional") on November 17th, 2022 under the terms and conditions established in the MASTER/TASK ORDER PRIME AGREEMENT between City and Professional dated January 18, 2019, (the "Agreement").

SECTION A – SCOPE OF SERVICES

A.1. PROFESSIONAL services under this Task Order shall involve construction phase services for the following project:

- Project 2: US 79 at FM 1660 North

Professional services shall also include:

- Project Management
- Engineering Construction Phase Services
- Construction Oversight
- Materials Testing
- Professional shall complete scope of services defined in Exhibit B.

A.2. Professional shall provide the following deliverables to City:

- See attached Exhibit B Scope of Services.

SECTION B – SCHEDULE

Professional shall perform the Services according to the following schedule:

- See attached Exhibit C Schedule.

SECTION C - COMPENSATION

The total amount payable by City under Task Order 04, resulting from the Services is **\$87,402.30**. Task Order No. 4 shall be paid according to the following terms:

- See attached Exhibit D Fee Schedule.

(Any and all reimbursable expenses related to the Project shall be included within this Section)

C.1 The forgoing total compensation amount includes Reimbursable Expenses as defined herein.

- See attached Exhibit D Fee Schedule.

SECTION D – OTHER PROVISIONS

The parties agree to the following provisions with respect to this specific Task Order:

D.1 Any services rendered by Professional beyond those described in Section A - Scope of Services shall be compensated on the same basis set forth in Section C.

D.2 All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with Task Order 04. City and Professional hereby agree to the terms and conditions of this supplemental work authorization as of November 17th, 2022. The individuals

Exhibit A

signing Task Order 04 represent and warrant that they have the power and authority to enter into this supplemental work authorization and bind the parties for whom they sign.

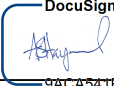
CITY:	PROFESSIONAL	DocuSigned by:  9ACA541B923C447...
By: _____	By: _____	
Name: _____	Name: <u>A. Scott Haywood</u>	
Title: _____	Title: <u>Vice President</u>	

EXHIBIT B

SERVICES TO BE PROVIDED BY THE PROFESSIONAL

PROFESSIONAL services under this task order includes construction phase services and construction oversight for the following project:

- Project 2: US 79 at FM 1660 North

1.0 Project Management

Monthly Progress Reports and Invoices

Prepare electronic Monthly Progress Reports and Electronic Invoices throughout the duration of the Construction Phase Services. Up to 10 electronic progress reports.

Electronic Deliverables:

1. Monthly Progress Report (up to 10)
2. Monthly Invoices (up to 10)

12.0 Project 2: FM 1660N at US 79 Construction Phase Services

12.1 Engineering Construction Phase Services

- A. Request for Information- RFIs (5 assumed):
 1. Attend site visits to gather data and information for RFI responses.
 2. Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required.
- B. Review contractor submittals and shop drawings (5 assumed):

Review Contractor submittals and shop drawings. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor.
- C. Plan revisions for field changes (5 sheets assumed):

Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.

12.2 Construction Oversight Services

The scope of work under this task order will consist of the construction administration, construction inspection and documentation, construction engineering, and materials testing for construction of Project 2, FM 1660N at US 79.

PROFESSIONAL's oversight or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. PROFESSIONAL shall not control or have

charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. PROFESSIONAL shall not be responsible for the acts, errors, or omissions of construction contractor(s) or other parties on the project. The City agrees to contractually require its construction contractor(s) to include PROFESSIONAL and PROFESSIONAL's Subcontractors as an additional insured on the construction contractor(s)' general liability insurance and include a waiver of subrogation endorsement under contractor's workers' compensation and employer's liability policy for the benefit of PROFESSIONAL.

The PROFESSIONAL is required to coordinate tasks and assignments with TxDOT and City of Hutto's Project Manager.

Construction Administration

Administer the project by:

- A. Providing pre-construction engineering services to include:
 1. Coordinate the preparation and execution of the construction contract documents
 2. Prepare and distribute Notice to Award to contractor
 3. Prepare and submit Notice of Intent (NOI) to TCEQ and others, as required.
 4. Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
 5. Prepare and distribute Notice to Proceed (NTP) to contractor.
 6. Review of contractor pre-construction submittals for compliance to contract documents.
 7. Review of proposed construction baseline schedule and subsequent monthly schedule updates.
 8. Review of contractor's submittals; material testing methods and results.
 9. Interpret plans and specifications and coordinate the response to Contractor's Requests for Information with the Engineer of Record (EOR).
 10. Participate in a pre-construction conference.
- B. Host and/or attend project coordination and progress meetings in person, by phone, or by video conference.
- C. Prepare change orders as required. (up to 3) This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with the EOR for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for the change order and justification for new items, price adjustments, or time extensions. Discuss proposed change orders with the appropriate approving parties during development, submit proposed change orders to the City, and facilitate and track further change order processing to completion.
- D. Review and recommend for approval monthly construction pay applications. confirm that contract quantities/price and change orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand (MOH) invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractors and subcontractors.

- E. Reviewing and provide recommendations to the City on requests for substantial and final completion.
- F. Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- G. Performing document project closeout (final "as built" report of quantities, drawings, and specifications).
- H. Review contractor's punch list and request for substantial completion. Coordinate a project walk-through and prepare punch list on behalf of the city. Compile punch list on behalf of the city and any other stakeholders (TxDOT, County, etc.).
- I. Prepare and submit Notice of Substantial Completion to contractor, along with punch list items required to complete the project.
- J. Prepare and submit to the city Certificate of Construction Completion within 30 days of final inspection approval.
- K. Submit final invoices within 60 days after contract or work order expiration.

Construction Observation

- A. Provide construction oversight services during construction to include:
 - 1. Provide on-site periodic construction observation during the construction process to monitor the progress and quality of the work completed by the Contractor. This will include maintaining a photographic record of the construction progress.
 - 2. Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
 - 3. Coordinate the review/processing of Contractor's submittals.
 - 4. Prepare daily work reports.
 - 5. Prepare and process/respond to requests for information (RFIs) when necessary. Coordinate with the EOR as necessary.
 - 6. Review of contractor approach to and compliance with environmental conservation measures.
 - 7. Maintain construction records, including project diaries, daily reports, verification of contractor's payment requests, SW3P inspection records, and barricade inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
 - 8. Interpret construction documents and recommend solutions to resolve field issues.
 - 9. Review proposed product data and samples.
 - 10. Notify the city and the Contractor when work is not in conformance with the contract documents
 - 11. Measure and document quantities of material delivered to the site and incorporated into the work.

Materials Sampling and Testing (Sub-Consultant)

- A. Provide quality acceptance testing for in-place materials in accordance with the Contract Documents.

- B. Perform project roadway materials testing for specification compliance in accordance with TxDOT's Guide Schedule for Sampling and Testing for the following materials:
1. Embankment materials.
 2. Flexible base.
 3. Lime-treated materials.
 4. Coarse aggregates for surface treatments.
 5. Hot-mix asphalt during production and placement.
 6. Flexible pavement structure repair materials.
 7. Hydraulic cement concrete.
 8. Aggregates for concrete.

Key Assumptions

- A. Review of the Contractor's submittals, such as Shop Drawings, Product Data and samples, is only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component.
- B. Questions or requests for information shall be submitted in written form as requests for information (RFIs). (up to 5 RFIs assumed) The PROFESSIONAL will respond to each RFI in writing.
- C. Work schedule for the PROFESSIONAL's construction oversight observer is based on a standard work week (Monday through Friday) and forty (40) hours per week.
- D. The Level of Effort (LOE) attached is based on a construction duration of 4 months, 1 month of pre-construction services, and 1 month for close-out. Should the contractor fail to meet the assumed construction schedule, additional funds may be necessary to complete our services.
- E. The construction observer shall not:
1. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 2. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 3. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the County or Contractor.

74364 TO04 - FM 1660N at US 79 Construction Phase Services Exhibit C

HNTB Gantt

ID	Task Number	Task Name	Duration	Start	Finish	2023																
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
0		74364 TO04 - FM 1660N at US 79 Construction Phase Services Exhibit C	251 days	Thu 11/17/22	Mon 11/13/23																	
1		NTP	0 days	Thu 11/17/22	Thu 11/17/22																	
2	1.0	Project Management	251 days	Thu 11/17/22	Mon 11/13/23																	
3		Progress Reports and Invoices	251 days	Thu 11/17/22	Mon 11/13/23																	
4		Coordination/Administration	251 days	Thu 11/17/22	Mon 11/13/23																	
5		Agency Coordination	251 days	Thu 11/17/22	Mon 11/13/23																	
6		Project Schedule	251 days	Thu 11/17/22	Mon 11/13/23																	
7	12.0	Project 2 - Construction Oversight	245 days	Mon 11/28/22	Mon 11/13/23																	
8		Letter of Recommendation to TxDOT	1 day	Mon 11/28/22	Mon 11/28/22																	
9		TxDOT Concurrence	1 day	Wed 12/28/22	Wed 12/28/22																	
10		City Approval	1 day	Thu 1/19/23	Thu 1/19/23																	
11		Project Pre-Construction Meeting/Contractor NTP	1 day	Tue 1/24/23	Tue 1/24/23																	
12		Materials Ordered	71 days	Wed 1/25/23	Wed 5/3/23																	
13		Construction Oversight	93 days	Thu 5/4/23	Thu 9/14/23																	
14		Project Close Out	42 days	Fri 9/15/23	Mon 11/13/23																	
15		Task Order Termination	0 days	Mon 11/13/23	Mon 11/13/23																	

Exhibit D
Fee Schedule

Work Items		HNTB		CobbFendley		McGray and McGray		Raba Kistner		OVERALL	
Task No.	Task Name	Total Hours	Total Labor	Total Hours	Total Labor	Total Hours	Total Labor	Total Hours	Total Labor	Total Hours	Total Labor
1	1.0 Project Management (All 3 Projects)	20	\$ 4,067.58	-	\$ -	-	\$ -	-	\$ -	20	\$ 4,067.58
12	12.0 Construction Phase Services	382	\$ 74,515.73	-	\$ -	-	\$ -	-	\$ -	382	\$ 74,515.73
Total Labor		Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor	Hours	Labor
		402	\$ 78,583.30	0	\$ -	0	\$ -	0	\$ -	402	\$ 78,583.30
Percent of Total		100.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100.00%
Direct Expenses			\$ 8,819.00		\$ -		\$ -		\$ -		\$ 8,819.00
Total Fee			\$ 87,402.30		\$ -		\$ -		\$ -		\$ 87,402.30

TOTAL FOR THIS WORK AUTHORIZATION	Hours	Labor	Expenses	TOTAL Fee
	402	\$78,583.30	\$8,819.00	\$87,402.30

SUMMARY BY PROJECT															
Construction Phase Services	HNTB			CobbFendley			McGray and McGray			Raba Kistner			OVERALL		
	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses	Total Hours	Total Labor	Expenses
Project Management	20	\$ 4,067.58	\$ -										20	\$ 4,067.58	\$ -
Survey Coordination	-	\$ -	\$ -										-	\$ -	\$ -
Utility Engineering	-	\$ -	\$ -										-	\$ -	\$ -
Public Involvement	-	\$ -	\$ -										-	\$ -	\$ -
Construction Phase Services	382	\$ 74,515.73	\$ 8,819.00										382	\$ 74,515.73	\$ 8,819.00
SubTotals	402	\$ 4,067.58	\$ 8,819.00	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	402	78,583	8,819
Grand Totals															\$87,402.30

Exhibit D
Fee Schedule

HNTB Fee Summary by Category													
HNTB	Program Manager	Engineer-In-Training	Document Control Specialist	Senior Project Controller	Project Analyst II	Records Keeper	Senior Construction Specialist	Construction Manager	Construction Inspector III	Construction Inspector II	Construction Inspector I	Total Hours	TOTAL LABOR
Loaded labor Rates	\$ 498.36	\$ 143.89	\$ 112.30	\$ 235.14	\$ 129.85	\$ 133.36	\$ 410.62	\$ 322.88	\$ 231.63	\$ 193.02	\$ 157.93		
1.0 Project Management (All 3 Projects)													
Progress Reports and Invoices (10 months for reporting)	4.0		2.5	1.0	12							20	\$ 4,067.58
Total Hours Project Management	4.0	0	2.5	1	12	0	0	0	0	0	0	20	\$4,067.58
Total Fee Project Management	\$ 1,993.43	\$ -	\$ 280.75	\$ 235.14	\$ 1,558.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$4,067.58
12.0 Construction Phase Services (Project 2 Only)													
12.1 Engineering Construction Phase Services													
RFIs (5)	4	5										9	\$ 2,712.90
Shop Drawings (5)	4	5										9	\$ 2,712.90
Plan Revisions (5)	4	10										14	\$ 3,432.37
12.2 Construction Oversight Services													
Construction Administration						58	10	16				84	\$ 17,007.12
Construction Observation							10	16	20		220	266	\$ 48,650.43
Materials Sampling and Testing (Subconsultant)													
HNTB Sub-Total Hours (CPS 1660 North)	12	20	0	0	0	58	20	32	20	0	220	382	\$ 74,515.73
HNTB Sub-Labor Fee (CPS 1660 North)	\$ 5,980.29	\$ 2,877.89	\$ -	\$ -	\$ -	\$ 7,734.83	\$ 8,212.46	\$ 10,332.11	\$ 4,632.58	\$ -	\$ 34,745.57		\$ 74,515.73
HNTB Total Hours	16	20	3	1	12	58	20	32	20	0	220	402	\$ 78,583.30
HNTB Engineering Fee	\$7,973.72	\$2,877.89	\$280.75	\$235.14	\$1,558.25	\$7,734.83	\$8,212.46	\$10,332.11	\$4,632.58	\$0.00	\$34,745.57		\$ 78,583.30
HNTB Construction Phase Services	\$ 78,583.30												
HNTB Direct Expenses	\$ 8,819.00												
Total HNTB	\$ 87,402.30												

HNTB WA No. 4

City of Hutto - Job #74364

Exhibit D

Fee Schedule

HNTB Direct Expenses	# of Units	Unit Cost	Fee
Mileage (Billed at Current IRS Rate)	1,400	\$ 0.585	\$819.00
24 hour Turning Movement Counts			\$0.00
Printing & Copies (Billed at Invoice Cost)			\$0.00
8.5 x 11 BW		\$ 0.04	\$0.00
8.5 x 11 Color		\$ 0.27	\$0.00
11 x 17 BW		\$ 0.08	\$0.00
11 x 17 Color		\$ 0.54	\$0.00
Color Plotting (sq ft)		\$ 6.75	\$0.00
Materials Testing (Billed at Invoice Cost)			
Flex Base		\$ 1,500.00	\$1,500.00
Drill Shaft		\$ 2,900.00	\$2,900.00
Curb and Gutter/Sidwalk/Ramps		\$ 3,600.00	\$3,600.00
TOTAL Expenses			\$8,819.00

AGENDA ITEM REPORT

9.5.



To: City Council
Subject: Discussion and possible action to execute Individual Project Order (IPO) 2022-02 for professional engineering services with K Friese & Associates to design the Megasite gravity wastewater line, dual forcemains, and a lift station in the amount of \$1,611,634.00. (Wade Benton)
Meeting: Thursday, November 17, 2022
Department: Engineering /
Staff Contact: Wade Benton

BACKGROUND INFORMATION:

KFA IPO 2022-02

The Master Services Agreement (MSA) for continuing professional services with K Friese & Associates (KFA) was executed on July 15, 2021.

K Friese & Associates will design an 18-inch diameter gravity line, an 8-inch diameter forcemain, and lift station with an initial firm capacity of 0.75 million gallons per day (MGD) to expand to 1.35 MGM. The project will connect to the existing Cottonwood Creek Wastewater Interceptor. These improvements will provide wastewater service to the Megasite development and surrounding areas, including the RCR-Taylor site east of FM 3349. This design scope includes two capital improvement projects WW07 and WW09 that were approved as part of the City's CIP Plan on 7/21/2022.

The scope of services includes:

1. Project management
2. A preliminary engineering report (PER)
3. Expedited design review submittals at 30%, 60%, 90% and 100% design stages
4. Plans and specifications

The notice to proceed (NTP) will be issued following Council approval. Initial cost estimates will be submitted as part of the Preliminary Engineering Report in mid-December 2022. Design and permitting is expected to be completed in April 2023. Construction would tentatively commence in May 2023.

Bid and construction phase services will be provided as part of a future IPO amendment.

AGENDA ITEM REPORT

9.5.



SUMMARY OF REQUEST:

Authorize the City Manager to execute an IPO with K Friese and Associates for professional engineer services to design the Megasite WasterwaterWastewater gravity line, dual forcemains, and lift stations in the amount of \$1,611,634.

STAFF REVIEW:

Staff recommends execution of IPO 2022-02 with K. Friese & Associates.

FISCAL NOTES:

The 2022 Wastewater Capital Improvement Project Plan Project WW07 and WW09 include \$696,960 and \$1,800,000 for design of the gravity line, forcemain and lift station, respectively.

Funding source is the Series 2022 Certificates of Obligation Bonds

1. Project WW07 – Megasite West: South Cottonwood Creek Interceptor PH 1

Account number 57-040-058-6671

Available FY23 Budget: \$2,803,046

Proposed Expenditure: \$ 526,159

Remaining Budget: \$2,276,877

2. Project WW09 – Megasite East: Lift Station, Force Main

Account number 57-040-058-6672

Available FY23 Budget: \$2,550,400

Proposed Expenditure: \$1,085,475

Remaining Budget: \$1,464,925

ATTACHMENTS:



**Individual Project Order 2022-02
to the Master Agreement
between the City of Hutto
and K Friese and Associates, Inc.
(7/15/2021)**

Project No: WW07 and WW09



This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as “**City**”) and **K Friese and Associates**, (hereinafter referred to as “**Consultant**”) in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on July 15, 2021 (the “Agreement”).

Under this IPO, the City intends to construct the following projects: WW07 and WW09

Consultant will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

Consultant will perform the services specified in Attachment A1 and A2 - WW07 AND WW09 PIPELINE DESIGN and Attachment B1 and B2 - WW09 LIFT STATION DESIGN.

SECTION 2 – PAYMENT

For the Services set forth above, City will pay Consultant as follows:

The table below presents a summary of the fee amounts and fee types for this IPO. WW07 and WW09 have been combined for the purposes of this table.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	54,780.00	LUMP SUM
Topographic Surveys	98,650.00	LUMP SUM
Geotechnical Analysis	80,070.00	LUMP SUM
Agency Coordination	51,590.00	LUMP SUM
30% Design	259,790.00	LUMP SUM
60% Design	305,660.00	LUMP SUM
90% Design	221,345.00	LUMP SUM
100% Design	108,505.00	LUMP SUM
Supplemental Services	431,244.00	HOURLY
TOTAL FEE	\$ 1,611,634.00	

The total amount authorized to Consultant under this IPO is \$1,611,634.00.

The lump sum amount to be paid under this IPO is \$1,180,390.00.

The hourly not-to exceed fee to be paid under this IPO is \$431,244.00. City will pay consultant for Services rendered at the rates shown in Attachments A2 and B2, respectively for each classification of Consultant's personnel (may include contract staff classified at Consultant's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachments A2 and B2 will be increased annually with the first increase effective on or about October 20, 2023.



Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

SECTION 3 – ATTACHMENTS

- 3.1 The following Attachments are attached to and made a part of this IPO:
 - 3.1.1 Attachment A1 and A2 – Scope of Services and Fee Schedule for Pipeline Design
 - 3.1.2 Attachment B1 and B2 – Scope of Services and Fee Schedule for Lift Station Design
 - 3.1.2 Attachment C – Design Schedule
 - 3.1.3 Attachment D – HB 89 Verification
 - 3.1.4 Attachment E – Form 1295, Certificate of Interested Parties (12/22/2017 Version)

This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this IPO shall be the last date written below.

City of Hutto, Texas

K Friese & Associates, Inc.

By: _____
Signature

By: Tom Owens
Signature

Name: _____
Printed Name

Name: Thomas M. Owens, P.E.
Printed Name

Title: _____

Title: Executive Vice President

Date: _____

Date: 27 OCT 22

Attest: _____

Attest: [Signature]

ATTACHMENT A1
CITY OF HUTTO
WW07 AND WW09 PIPELINE DESIGN

PROJECT DESCRIPTION

Garver, serving as the General Engineering Consultant (GEC) for the City of Hutto, has requested engineering design services for the installation of segments gravity wastewater main and wastewater force main. The project consists of installation of the following:

Project No. WW07: Megasite West / South Cottonwood Creek Wastewater Interceptor Phase 1: Improvements will consist of approximately 7,800 linear feet of 18-inch diameter wastewater interceptor sewer from the western corner of Megasite development to the existing 12" wastewater line along Cottonwood Creek to serve the Megasite development by conveying wastewater from the proposed forcemain in Project WW09 to the existing Cottonwood Creek wastewater line.

Project No. WW09: Megasite East / CR 132 Wastewater Forcemain and Lift Station: Improvements will consist of approximately 11,600 linear feet of 8-inch diameter wastewater force main and a lift station with an initial firm capacity of 0.75 mgd (millions of gallons per day), expandable to a 1.35 mgd ultimate firm capacity to serve the Megasite development and surrounding areas by conveying wastewater from the proposed lift station to the proposed interceptor WW07. The lift station scope is provided separately from this pipeline (gravity and force main).

The purpose of this project is to prepare a design on the wastewater infrastructure projects listed above to serve developments in the Megasite Development within the City of Hutto's Economic Development Corporation (EDC).

The KFA team for this assignment will include the following subconsultants:

- Cobb-Fendley (CFA) – Surveying, plat and field notes, and Subsurface Utility Engineering (SUE)
- Raba-Kistner (RKI) - Geotechnical engineering services, cultural resources, environmental, archeological services

SCOPE OF SERVICES

This scope addresses project WW07 and the force mains for project WW09. Reference separate scope for lift station. The KFA Team will provide engineering design services including:

- 30% Design Phase Services
 - Preliminary Engineering Report
- 60% Design Phase Services
 - Progress Production Set only with Over the Shoulder review
- 90% Design Phase Services
 - Construction plans for sewer gravity and force mains
- 100% Design Phase Services
 - Construction plans for sewer gravity and force mains
- Bid Phase Services
 - Not in Scope

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- Construction Phase Services
 - Not in Scope
- Supplemental Services
 - Additional Technical Services
 - Environmental Services
 - Easement Acquisition Services
 - Additional Survey and Plat & Field Notes
 - Subsurface Utility Exploration (SUE)

ASSUMPTIONS

- This project is partially funded by the American Rescue Plan Act (ARPA). KFA understands that under an ARPA funded project, there are no anticipated environmental requirements (i.e., National Environmental Policy Act, Nationwide Permits, Buy American, etc.) that are typically associated with federally funded projects.
- No sewershed delineation or hydraulic analysis is required. The pipe size was determined by others and provided to KFA.
- The gravity and force main pipelines will be packaged into one construction package.
- The pipeline route has already been specified by Garver and the City of Hutto.
- We are aware of a potential project to expand of CR 132 with numerous other design projects running concurrently, including potentially other utility projects by others..
- Design meetings with Garver are assumed to occur virtually. Weekly meetings are anticipated to be approximately 30 minutes long.
- Per City of Hutto Design Criteria on the City's website, wastewater systems shall be constructed in accordance with the City of Georgetown specifications and City of Hutto standard details.
- Bid phase and construction phase services will be negotiated at a later date and authorized in a future contract amendment.
- Any permitting fees or mitigation fees will be paid by the Owner.
- It is assumed that a Drainage Plan is not anticipated with the preparation and submission of the Site Development Permit. If it is determined to be needed, this will be an Additional Service.
- The project will be designed and constructed under an accelerated schedule with substantial completion of construction anticipated to be January 1, 2024. This schedule assumes a 30%, 60%, 90%, and 100% phase with Garver review times at each phase being five (5) working days except at the 60% phase. The 60% submittal will be provided and KFA will proceed directly to 90% phase while Garver performs an "over the shoulder" review concurrent with the 90% design.
- Erosion and sedimentation sheets will be double banked.
- The design will be performed using aerial LiDAR, except for locations within ROW where topographic survey will be performed.
- All submittals will be provided electronically.

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WW07 AND WW09 PIPELINE DESIGN

Anticipated 11"x17" plan sheets will be to be prepared for this assignment include:

SEWER

- 1 – Sewer Cover Sheet
- 1 – Index Sheet
- 1 – General Notes Sheet
- 2 – Project Layout and Survey Control Sheets
- 1 – Overall Quantities Sheet
- 50 – Plan and Profile Sheets (Scale 1" = 40' Horizontal and 1" = 10' Vertical)
- 2 – Traffic Control Sheets (Scale 1" = 100')
- 1 – Conceptual Bypass Layout Sheet (Scale 1" = 100')
- 10 – Erosion and Sedimentation Sheets (Scale 1" = 100')
- 10 – Detail Sheets

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: flow development, hydraulic analysis of pipe lines, design for adjustment of other utilities.

1. Project Management

- 1.1. Project Management - This task includes routine communication with Garver; managing subconsultants, manpower, budgets, invoicing, and schedules.

2. Topographic Surveys

- 2.1. Topographic Survey & Plat and Field Notes – CFA will perform full width topographic survey from ROW to ROW. No topographic survey will be performed in areas of proposed easements, only a boundary survey will be performed at those locations. CFA will also prepare plat and field notes for proposed easements. Detailed scope information for CFA's Topographic Surveying services is as follows:
 - 2.1.1. Services performed will be associated with six (6) Land Owners and up to (6-12) easement(s) documents and topographic areas. Surveying of six (6) tracts along the County Road #132 to map existing Right-of-Way for design.
 - 2.1.2. CFA will comply with the current Texas Society of Professional Surveyors (TSPS) Standards and Specifications for a Category 2 – Route Survey and Category 6 – Topographic Survey.
 - 2.1.3. CFA will establish Survey Control that will be referenced to the Texas State Plane Coordinate System - Central Zone, North American Datum 1983, North American Vertical Datum 1988 (Geoid 12b).
 - 2.1.4. CFA will establish and provide a project scale factor to be used. Project control will be scaled to surface from a point within the project limits, not from 0,0.
 - 2.1.5. Research property ownership per tax records.

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CITY OF HUTTO
WW07 AND WW09 PIPELINE DESIGN

- 2.1.6. Based on the Deed Map created, CFA will mobilize a field survey crew to the site and locate property corners necessary to establish the easement bounds of each tract within the project limits.
- 2.1.7. Based on the field survey and data collected, CFA will create a plat and metes and bounds description of each of the twelve (12) easements requested.
- 2.1.8. Each property description and sketch will be signed and sealed by a Texas Registered Professional Land Surveyor.
- 2.1.9. CF monument the limits of each easement created.
- 2.1.10. This includes 1 revision to the description and sketch. If any additional revisions are needed to do changes in the alignment or other reason per client request will be handled on a Time and Materials Basis or separate Scope and Fee.

3. Geotechnical Analysis

- 3.1. Geotechnical Investigation – 16 borings ranging in depth from 15 feet to 25 feet will be conducted on the WW07 pipeline and 23 borings 15 feet in depth will be conducted on the WW09 pipeline spaced approximately 500 feet apart. Detailed scope information for RKI's Geotechnical Engineering services is as follows:

- 3.1.1. Field Study

- RKCI will conduct the following drilling scheme in order to assess subsurface conditions at the subject site.

Proposed Development	Number of Borings	Depth (ft)	Total Depth (ft)
Pipeline - WW07	16	(5) 15 ft, (5) 20 ft, (6) 25 ft	325
Pipeline - WW09	23	15	345
Lift Station	2	(1) 30 ft and (1) 45 ft	45
Total Drilling Footage			745

- RKCI understands a segment of the pipeline will be conducted by means of trenchless construction. Borings will be placed at the proposed crossing for evaluation of soil conditions in these areas.
- All borings will be located in the field utilizing tape and right-angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of service does not include surveying in the boring location.
- The borings will be advanced to their targeted completion depths below the existing ground surface utilizing a truck mounted drilling rig. Samples will be taken using conventional Shelby-tube and split-spoon sampling techniques. Representative portions of the samples will be sealed, identified, packaged,

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WW07 AND WW09 PIPELINE DESIGN

and transported to our laboratory for subsequent testing and classification. Water level readings will be recorded for the open boreholes during drilling.

- The borings will be backfilled utilizing auger cuttings generated during drilling activities and/or bentonite. For conditions where borings are advanced through asphalt surfaces, the boreholes will be backfilled with auger cuttings and bentonite and then patched with similar coverings.
- A standpipe piezometer will be installed at the location of the lift station to observe the depth to ground water. The piezometer will be installed to a depth of 45 ft below existing ground surface. Monitoring of the piezometer will be performed on a bi-weekly basis for a period of two months.
- Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

3.1.2. Laboratory Testing

- Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, grain size analyses, and corrosivity (pH, sulfate, chloride, and resistivity) tests. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.
- The following laboratory testing program is anticipated: 272 moisture content tests, 62 Atterberg Limits tests, 42 fines content (percent passing a No. 200 sieve) tests, 24 unconfined soil compression tests, and 16 corrosivity (pH, sulfates, chlorides, and lab electrical resistivity) tests.

3.1.3. Engineering Report

- The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:
 - A boring location map and boring logs;
 - A summary of the field and laboratory sampling and testing program;
 - A summary of the laboratory test results;
 - A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
 - Foundation design recommendations, including:
 - seismic site class parameters;
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;

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- methods for reducing differential movement;
- type of foundation available to support the lift station, control panel and generator;
- available bearing pressures for lift station, control panel and generator;
- lateral earth pressures for below-grade structures.
- Pipeline installation and construction considerations, including:
 - open cut trench excavation;
 - excavation support;
 - thrust block design parameters;
 - water stops; and
 - backfill material and compaction.
- Flexible and rigid pavement component thickness recommendations for light duty parking and driveways.

4. Agency Coordination

- 4.1. Agency Coordination (Williamson County, THC) – KFA will contact and coordinate with ROW and permitting agencies to discuss the project and receive preliminary input on design considerations. KFA will meet with impacted agencies to provide project details and to discuss permitting requirements, timelines, and receive preliminary feedback on the project. At the 90% design phase, the design package will be sealed and provided to the Owner for submittal to the Development Services department for permitting review. A notification letter will also be sent to the Texas Commission on Environmental Quality.
- 4.2. Identify Permitting Requirements - The agencies with approval and or permitting jurisdiction over the project will be identified and summarized.
- 4.3. Utility Coordination – KFA will contact utility companies to notify them of the project and to get existing utility information. KFA will also discuss other utility company's proposed projects in the area. KFA will identify potential conflicts with existing underground utilities. KFA will continue coordinating with utility companies to ensure there are no conflicts with the proposed work.

5. 30% Design and Technical PER

- 5.1. Meetings (8 weekly & 2 design meetings) – The KFA team will conduct internal and external weekly team coordination calls assumed to be 30 minutes in length. Additionally, monthly progress meetings will be scheduled with the City of Hutto and Garver. We have assumed two (2) progress meetings for the 30% Design Phase.

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- 5.2. Data Collection and Review - The KFA Team will collect and review existing pertinent background information including utility maps, record drawings, and reports.
- 5.3. Field Visits – The KFA Team will perform preliminary field visits to look at existing conditions, review any possible issues/concerns with design or construction efforts, and examine construction constraints.
- 5.4. 30% PER – KFA will prepare a draft Preliminary Engineering Report (PER). The PER will cover information including, but not limited to, project description, design criteria, analysis for sewer main alignment including advantages and disadvantages, proposed methods of construction, permitting requirements, project risks, construction sequencing requirements, further investigation needs, overall project implementation schedule, OPCC, decisions and risk matrix, and other relevant information to be utilized as part of the design of the proposed work. The PER will also include preliminary engineering design plans.
- 5.5. Opinion of Probable Construction Cost - KFA will prepare a construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 5.6. QA/QC - KFA will conduct QA/QC of the plans for each design phase.
- 5.7. Design Submittal & Review Meeting - The KFA Team will prepare and submit the PER and plans via email to Garver for review at the 30% design stage. Plans and profiles will be prepared on 11" x 17" sheets at 1"=40' horizontal scale and 1"=10' vertical scale. KFA will prepare for and attend a design review meeting.
- 5.8. Address Comments and Finalize PER – The PER will be updated based on comments and feedback provided by the Owner. The final PER will be signed and sealed by a Professional Engineer registered in the State of Texas.

6. 60% Design Phase

- 6.1. Meetings (12 weekly & 2 design meetings) – The KFA team will conduct internal and external weekly team coordination calls assumed to be 30 minutes in length. Additionally, monthly progress meetings will be scheduled with the City of Hutto and Garver. We have assumed two (2) progress meetings for the 60% Design Phase.
- 6.2. Field Visits – The KFA Team will perform field visits to evaluate the preliminary design and look at existing conditions, review any possible issues/concerns with design or construction efforts, and examine construction constraints.
- 6.3. 60% Plan Preparation – Prepare Title, Index, General Notes, Project Layout, Details, and Quantity sheets for the project. The KFA Team will prepare plan and

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profile sheets for the segments of gravity and force wastewater main installation. Existing utilities will be shown where information was found to be available and based on field mark-outs of utilities. The KFA Team will also prepare traffic control plans, a conceptual bypass layout for the downstream tie-in location, and erosion and sedimentation control sheets.

- 6.4. Perform Scour and Buoyancy Calculations – KFA will calculate scour for work near creeks and will calculate buoyancy along the pipeline and based on the results, make recommendations to protect the pipeline.
- 6.5. Prepare Draft Technical Specifications – KFA will utilize City of Georgetown standard specifications and prepare special provisions and specifications as is required.
- 6.6. Opinion of Probable Construction Cost – KFA will revise the construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 6.7. Constructability Review – KFA will perform a constructability review at each design phase.
- 6.8. QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 6.9. Design Submittal - The KFA Team will prepare and submit the plans and draft specifications via email to Garver for review at the 60% design stage. Plans and profiles will be prepared on 11" x 17" sheets at 1"=40' horizontal scale and 1"=10' vertical scale. It is assumed that there will be no review meeting at the 60% phase and KFA will proceed directly to 90% while Garver performs an "over the shoulder" review concurrent with 90% design.

7. 90% Design Phase

- 7.1. Meetings (4 weekly & 1 design meeting) – The KFA team will conduct internal and external weekly team coordination calls assumed to be 30 minutes in length. Additionally, monthly progress meetings will be scheduled with the City of Hutto and Garver. We have assumed one (1) progress meeting for the 90% Design Phase.
- 7.2. Field Visits – The KFA Team will perform field visits to evaluate the design and look at existing conditions, review any possible issues/concerns with design or construction efforts, and examine construction constraints.
- 7.3. 90% Plan Preparation – Revise Title, Index, General Notes, Project Layout, Details, and Quantity sheets for the project. The KFA Team will prepare plan and profile sheets for the segments of gravity and force wastewater main installation. Existing utilities will be shown where information was found to be available and

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based on field mark-outs of utilities. The KFA Team will also prepare traffic control plans, a conceptual bypass layout for the downstream tie-in location, and erosion and sedimentation control sheets.

- 7.4. Update Draft Specifications – KFA will utilize City of Georgetown standard specifications and revise special provisions and specifications as required.
- 7.5. Opinion of Probable Construction Cost – KFA will revise the construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 7.6. Constructability Review - KFA will perform a constructability review at each design phase.
- 7.7. QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 7.8. Design Submittal, Review Meeting, and Project Walkthrough - The KFA Team will prepare and submit the plans and draft specifications via email to Garver for review at the 90% design stage. Plans and profiles will be prepared on 11" x 17" sheets at 1"=40' horizontal scale and 1"=10' vertical scale. KFA will prepare for and attend a design review meeting. KFA will also perform a walkthrough with Garver.
- 7.9. Address 90% Comments – KFA will provide responses to 90% comments and address comments in the next phase.

8. 100% Design Phase

- 8.1. Meetings (4 weekly & 1 design meeting) – The KFA team will conduct internal and external weekly team coordination calls assumed to be 30 minutes in length. Additionally, monthly progress meetings will be scheduled with the City of Hutto and Garver. We have assumed one (1) progress meetings for the 100% Design Phase.
- 8.2. 100% Bid Ready Plans and Contract Documents – KFA will finalize and seal the construction plans and contract documents.
- 8.3. Opinion of Probable Construction Cost – KFA will revise the construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 8.4. QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 8.5. Design Submittal & Review Meeting - The KFA Team will prepare and submit the plans and contract documents via email to Garver for review at the 100% design stage. Plans and profiles will be prepared on 11" x 17" sheets at 1"=40'

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horizontal scale and 1"=10' vertical scale. KFA will prepare for and attend a design review meeting.

9. Supplemental Services

- 9.1. Technical Services - During the course of the work, the need for additional related services may be identified. A budget amount has been established for these unidentified services. A separate scope and fee will be prepared and submitted to Garver for approval by the City if this is determined to be needed during design.
- 9.2. Environmental Services - This item is a budgetary placeholder for environmental or archaeological investigations that are required. A separate scope and fee will be prepared and submitted to Garver for approval by the City if this is determined to be needed during design.
- 9.3. ROW Acquisition Services - This item is a budgetary placeholder for easement acquisition support, should it be required. A separate scope and fee will be prepared and submitted to Garver for approval by the City if this is determined to be needed during design.
- 9.4. Survey and Plat & Field Notes - This item is a budgetary placeholder for additional survey or plat and field notes, should they be required, A separate scope and fee will be prepared and submitted to Garver for approval by the City if this is determined to be needed during design.
- 9.5. Subsurface Utility Exploration (SUE) – This item is a budgetary placeholder for Quality Level A (QL-A) SUE to identify the locations of existing utilities at critical locations. Up to 30 test holes are assumed. A separate scope and fee will be prepared and submitted to Garver for approval by the City if this is determined to be needed during design.

10. Bid Phase

- 10.1. Not in Scope

11. Construction Administration

- 11.1. Not in Scope

ATTACHMENT A2: KFA FEE SCHEDULE
CITY OF HUTTO
WW07 AND WW09 PIPELINE DESIGN

Task	Principal	QA/QC Manager	Senior Project Manager	Senior Design Engineer	Design Engineer I	Staff Engineer	General Office Clerk	Total Labor	KFA Total Labor Cost	Cobb-Fendley Cost	Raba-Kistner Cost	Total Sub-Consultant Cost	Expenses & Subcontractor Markup	Total Cost
	\$ 300.00	\$ 275.00	\$ 250.00	\$ 230.00	\$ 150.00	\$ 125.00	\$ 80.00							
1.0 Project Management	20	0	80	0	0	0	40	140	\$29,200	\$0	\$0	\$0	\$0	\$29,200
1.1 Project Management	20		80				40	140	\$29,200			\$0	\$0	\$29,200
2.0 Topographic Surveys	0	0	0	4	12	16	0	32	\$4,720	\$85,300	\$0	\$85,300	\$8,630	\$98,650
2.1 Topographic Survey & Plat and Field Notes				4	12	16		32	\$4,720	\$85,300		\$85,300	\$8,630.00	\$98,650
3.0 Geotechnical Analysis	0	0	0	4	12	16	0	32	\$4,720	\$0	\$68,500	\$68,500	\$6,850	\$80,070
3.1 Geotechnical Investigation				4	12	16		32	\$4,720		\$68,500	\$68,500	\$6,850.00	\$80,070
4.0 Agency Coordination	0	0	8	64	96	116	0	284	\$45,620	\$0	\$0	\$0	\$0	\$45,620
4.1 Agency Coordiination (Williamson County, THC, TCEQ)				24	28	36		88	\$14,220			\$0	\$0	\$14,220
4.2 Identify Permitting Requirements				4	8	8		20	\$3,120			\$0	\$0	\$3,120
4.3 Utility Coordination			8	36	60	72		176	\$28,280			\$0	\$0	\$28,280
5.0 30% Design and Technical PER	0	60	112	184	320	588	0	1264	\$208,320	\$0	\$0	\$0	\$500	\$208,820
5.1 Meetings (8 weekly & 2 design meetings)			8	8	8	16		40	\$7,040			\$0	\$0	\$7,040
5.2 Data Collection and Review				12	24	36		72	\$10,860			\$0	\$0	\$10,860
5.3 Field Visits				12	12	12		36	\$6,060			\$0	\$500.00	\$6,560
5.4 30% PER			40	120	220	440		820	\$125,600			\$0	\$0	\$125,600
5.5 Opinion of Probable Construction Cost			4	8	16	24		52	\$8,240			\$0	\$0	\$8,240
5.6 QA/QC		48	40					88	\$23,200			\$0	\$0	\$23,200
5.7 Design Submittal & Review Meeting			8	8	8			24	\$5,040			\$0	\$0	\$5,040
5.8 Address Comments and Finalize PER		12	12	16	32	60		132	\$22,280			\$0	\$0	\$22,280
6.0 60% Design Phase	12	60	68	184	302	554	0	1180	\$193,970	\$0	\$0	\$0	\$300	\$194,270
6.1 Meetings (12 weekly & 2 design meetings)			12	12	12	24		60	\$10,560			\$0	\$0	\$10,560
6.2 Field Visits				6	6	6		18	\$3,030			\$0	\$300	\$3,330
6.3 60% Plan Preparation	0	0	0	118	236	472	0	826	\$121,540	\$0	\$0	\$0	\$0	\$121,540
Cover, Index, General Notes, Project Layout, Survey Control Sheet				6	12	24		42	\$6,180			\$0	\$0	\$6,180
Overall Quantities				2	4	8		14	\$2,060			\$0	\$0	\$2,060
Plan Sheets (50 sheets)				80	160	320		560	\$82,400			\$0	\$0	\$82,400
Traffic Control Plans (2 sheets)				4	8	16		28	\$4,120			\$0	\$0	\$4,120
Conceptual Bypass Layout Sheets (1 sheet)				2	4	8		14	\$2,060			\$0	\$0	\$2,060
Erosion and Sedimentation Sheets (10 sheets)				12	24	48		84	\$12,360			\$0	\$0	\$12,360
Detail Sheets				12	24	48		84	\$12,360			\$0	\$0	\$12,360
6.4 Perform Scour and Buoyancy Calculations				8	12	16		36	\$5,640			\$0	\$0	\$5,640
6.5 Prepare Draft Specifications			8	12	20	16		56	\$9,760			\$0	\$0	\$9,760
6.6 Opinion of Probable Construction Cost			4	8	12	16		40	\$6,640			\$0	\$0	\$6,640
6.7 Constructability Review	12			16				28	\$7,280			\$0	\$0	\$7,280
6.8 QA/QC		60	40					100	\$26,500			\$0	\$0	\$26,500
6.9 Design Submittal			4	4	4	4		16	\$3,020			\$0	\$0	\$3,020
7.0 90% Design Phase	12	60	92	155	256	402	0	977	\$167,400	\$0	\$0	\$0	\$300	\$167,700
7.1 Meetings (4 weekly & 1 design meeting)			4	4	4	8		20	\$3,520			\$0	\$0	\$3,520
7.2 Field Visits				6	6	6		18	\$3,030			\$0	\$300	\$3,330
7.3 90% Plan Preparation	0	0	4	93	182	312	0	591	\$88,690	\$0	\$0	\$0	\$0	\$88,690
Cover, Index, General Notes, Project Layout, Survey Control Sheet				4	8	20		32	\$4,620			\$0	\$0	\$4,620
Overall Quantities				2	2	6		10	\$1,510			\$0	\$0	\$1,510
Plan Sheets (50 sheets)				60	120	200		380	\$56,800			\$0	\$0	\$56,800
Traffic Control Plans (2 sheets)				4	6	12		22	\$3,320			\$0	\$0	\$3,320
Conceptual Bypass Layout Sheets (1 sheet)				1	2	6		9	\$1,280			\$0	\$0	\$1,280
Erosion and Sedimentation Sheets (10 sheets)				8	16	36		60	\$8,740			\$0	\$0	\$8,740
Detail Sheets				6	12	24		42	\$6,180			\$0	\$0	\$6,180
7.4 Update Draft Specifications			4	8	16	8		36	\$6,240			\$0	\$0	\$6,240
7.5 Opinion of Probable Construction Cost			4	4	8	12		28	\$4,620			\$0	\$0	\$4,620
7.6 Constructability Review	12		8	8				28	\$7,440			\$0	\$0	\$7,440
7.7 QA/QC		60	40					100	\$26,500			\$0	\$0	\$26,500
7.8 Design Submittal, Review Meeting, and Project Walkthrough			16	16	16	16		64	\$12,080			\$0	\$0	\$12,080
7.9 Address 90% Comments			12	16	24	40		92	\$15,280			\$0	\$0	\$15,280
8.0 100% Design Phase	0	40	68	56	96	184	0	444	\$78,280	\$0	\$0	\$0	\$0	\$78,280
8.1 Meetings (4 weekly & 1 design meeting)			4	4	4	8		20	\$3,520			\$0	\$0	\$3,520
8.2 100% Bid Ready Plans and Contract Documents			20	40	80	160		300	\$46,200			\$0	\$0	\$46,200
8.3 Opinion of Probable Construction Cost			4	4	4	8		20	\$3,520			\$0	\$0	\$3,520
8.4 QA/QC		40	32					72	\$19,000			\$0	\$0	\$19,000
8.5 Design Submittal & Review Meeting			8	8	8	8		32	\$6,040			\$0	\$0	\$6,040
Base Services Totals	44	220	428	651	1,094	1,876	40	4353	\$732,230	\$85,300	\$68,500	\$153,800	\$16,580	\$902,610
9.0 Supplemental Services	0	0	0	0	0	0	0	0	\$89,440	\$214,340	\$73,573	\$287,913	\$28,891	\$406,244
9.1 Additional Technical Services								0	\$50,000			\$0	\$0	\$50,000
9.2 Environmental Services								0	\$9,720		\$73,573	\$73,573	\$7,357	\$90,650
9.3 Easement Acquisition Services								0	\$19,720	\$114,340		\$114,340	\$11,534	\$145,594
9.4 Additional Survey and Plat & Field Notes								0	\$5,000	\$20,000		\$20,000	\$2,000	\$27,000
9.5 Subsurface Utility Exploration (SUE)								0	\$5,000	\$80,000		\$80,000	\$8,000	\$93,000
Supplemental Services Totals	0	0	0	0	0	0	0	0	\$89,440	\$214,340	\$73,573	\$287,913	\$28,891	\$406,244
10.0 Bid Phase Services	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
10.1 Not in Scope								0	\$0			\$0	\$0	\$0
11.0 Construction Phase Services	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
11.1 Not in Scope								0	\$0			\$0	\$0	\$0
Total Base + Supplemental Services	44	220	428	651	1,094	1,876	40	4353	\$821,670	\$299,640	\$142,073	\$441,713	\$45,471	\$1,308,854.00

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

PROJECT DESCRIPTION

Garver, serving as the General Engineering Consultant (GEC) for the City of Hutto, has requested engineering design services for the installation of an expandable lift station. The WW09 project consists of installation of the following:

Project No. WW09: Megasite East / CR 132 Wastewater Forcemain and Lift Station: Improvements will consist of approximately 11,600 linear feet of 8-inch diameter wastewater force main and a lift station with an initial firm capacity of 0.75 mgd (millions of gallons per day), expandable to a 1.35 mgd ultimate firm capacity to serve the Megasite development and surrounding areas by conveying wastewater from the proposed lift station to the proposed interceptor WW07.

For the purposes of this scope of services, the Forcemain portion of this project is extracted and will be included in the Pipeline scope of services proposal.

The purpose of this project is to prepare a design on the wastewater infrastructure projects listed above to serve developments in the Megasite Development within the City of Hutto's Economic Development Corporation (EDC).

The KFA team for this assignment will include the following subconsultants:

- JRSA Engineering – Electrical and instrumentation engineering services
- TSEN Engineering – Structural engineering services

SCOPE OF SERVICES

This scope addresses the lift station for project WW09. Reference separate scope for project WW07 and force main for project WW09. The KFA Team will provide engineering design services including:

- 30% Design Phase Services
 - Preliminary Engineering Report
- 60% Design Phase Services
 - Progress Production Set only with Over the Shoulder review
- 90% Design Phase Services
 - Construction plans and specifications for sanitary sewer lift station
- 100% Design Phase Services
 - Construction plans and specifications for the sanitary sewer lift station
- Bid Phase Services
 - Not in Scope
- Construction Phase Services
 - Not in Scope

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

ASSUMPTIONS

- Property for lift station has been acquired by the Owner, therefore property acquisition is not required.
- This project is partially funded by the American Rescue Plan Act (ARPA). KFA understands that under an ARPA funded project, there are no anticipated environmental requirements (i.e., National Environmental Policy Act, Nationwide Permits, Buy American, etc.) that are typically associated with federally funded projects.
- The scope and schedule assumes no environmental study is necessary and no further investigation is needed for the property acquired by the Owner.
- The capacity of the lift station was determined by the Owner. No service area analysis is required to verify the lift station size. The lift station will be designed for an initial capacity of 521 gpm with provisions for a future expansion up to 938 gpm.
- Expansion options will be evaluated in the Basis of Design Report and will include the addition of future pumps or future replacement of pumps installed in the initial phase with larger pumps.
- The lift station will consist of a wet well with submersible pumps and adjacent below grade valve vault. The electrical equipment will be housed in outdoor rated control panels. The electrical service and backup generator will be designed for the future capacity.
- Adequate electrical service is available at the site and no offsite components are required.
- All necessary utilities, such as water and communications, are available at the site and no offsite utility extensions are required.
- Design meetings with Garver are assumed to occur virtually. Weekly meetings are anticipated to be approximately 30 minutes long.
- Bid phase and construction phase services will be negotiated at a later date and authorized in a future contract amendment.
- Any permitting fees or mitigation fees will be paid by the Owner.
- Design information related to the influent sewer flow line will be provided by the Owner within 21 calendar days of the Notice to Proceed.

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

1. Project Management

- 1.1. This task includes routine communication with Garver; managing subconsultants, manpower, budgets, invoicing, and schedules.

2. Topographic Survey & Plat and Field Notes

- 2.1. No survey specific to the lift station site is anticipated. The survey review will be conducted as part of the force main and gravity sewer assignment(s).

3. Geotechnical Analysis

- 3.1. One boring to a depth of 45 feet and one boring to a depth of 30 feet is assumed. The geotechnical investigation will be conducted with the geotechnical investigation for the force main and gravity sewer assignment(s).

4. Agency Coordination

- 4.1. Identify Permitting Requirements – The agencies with approval and or permitting jurisdiction over the project will be identified and summarized
- 4.2. Utility Coordination – KFA will contact utility companies to notify them of the project and to get existing utility information. KFA will continue coordinating with utility companies to ensure there are no conflicts with the proposed work.

5. 30% Design and Technical PER

- 5.1. Meetings – KFA will conduct weekly design meetings with the design team.
- 5.2. Data Collection and Review - The KFA Team will collect and review existing pertinent background information including utility maps, record drawings, and reports.
- 5.3. Field Visits – The KFA Team will perform preliminary field visits to look at existing conditions, review any possible issues/concerns with design or construction efforts, and examine construction constraints.
- 5.4. Perform Environmental Reviews – No review specific to the lift station site is anticipated. The environmental review will be conducted as part of the force main and gravity sewer assignment(s).
- 5.5. Prepare 30% Basis of Design Report (BODR): The BODR will summarize the evaluations conducted and the proposed design criteria. Drawings will be prepared to illustrate the design intent of the proposed lift station. The BODR will be submitted in .pdf format. **Table 1** summarizes the anticipated drawings.

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

Table 1: PER Drawing List

Cover Page
General Notes
Existing Site Plan
Proposed Site Plan
Lift Station Mechanical Plan Views
Lift Station Mechanical Section View and System Curves
Electrical One-Line Diagram
P&IDs

- 5.6. Prepare Opinion of Probable Construction Cost - KFA will prepare a construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 5.7. QA/QC - KFA will conduct QA/QC of the BODR.
- 5.8. Design Submittal & Review Meeting - KFA will prepare for and attend a design review meeting.
- 5.9. Address Comments and Finalize BODR. The BODR will be updated based on comments and feedback provided the Owner. The final BODR will be signed and sealed by a Professional Engineer registered in the State of Texas. The final BODR will be submitted 10 business days from the receipt of comments on the draft BODR.

6. 60% Design Phase

- 6.1. Meetings – KFA will conduct weekly design meetings with the design team.
- 6.2. Field Visits – The KFA Team will perform field visits to evaluate the preliminary design and look at existing conditions, review any possible issues/concerns with design or construction efforts, and examine construction constraints.
- 6.3. 60% Plan Preparation –The KFA Team will prepare a progress set of plans to be reviewed by Garver/City of Hutto.
- 6.4. Prepare Draft Technical Specifications – KFA will prepare a draft Project Manual with technical specifications. The City of Hutto will provide Bid Documents and KFA is responsible for technical specifications and bid form. KFA will utilize City of Georgetown standard specifications and prepare special provisions and specifications as is required.
- 6.5. Opinion of Probable Construction Cost – KFA will revise the construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

- 6.6. Constructability Review – The plans will be reviewed for constructability and coordination by a senior level engineer.
- 6.7. QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 6.8. Design Submittal & Review Meeting - The KFA Team will prepare and submit the draft plans and Project Manual via email to Garver for review at the 60% design stage. Plans will be prepared on 11" x 17" sheets. The plan set will include all drawings anticipated for the project. The draft Project Manual and drawings will be submitted in .pdf format. **Table 2** summarizes the anticipated drawing list. KFA will prepare for and attend a design review meeting. The 60% submittal will be submitted 35 business days from the receipt of comments on the draft BODR.

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

Table 2: 60% Drawing List

Cover Page
General Notes Sheet
Legends
Existing Site Plan
Proposed Site Plan
Yard Piping Plan
Drainage Plan and Calculations
SWPPP Details
Civil Details I
Civil Details II
Mechanical Plan View at Grade
Mechanical Plan View at Vault
Mechanical Section and System Curve
Mechanical Details 1
Mechanical Details 2
Mechanical Details 3
Structural Note Sheet
Structural Plan View at Grade
Structural Plan View at Vault
Structural Generator Foundation Plan and Section
Structural Sections I
Structural Sections II
Structural Details I
Structural Details II
Structural Piping Support Details
Electrical Site Plan
Enlarged Electrical Plan
Control Panel Elevations
Electrical One-line Diagram
Control Schematics
Electrical Details 1
P&IDs

7. 90% Design Phase

- 7.1. Meetings - KFA will conduct weekly design meetings with the design team.
- 7.2. Field Visits - The KFA Team will perform field visits to evaluate the preliminary design and look at existing conditions, review any possible issues/concerns with design or construction efforts, and examine construction constraints.
- 7.3. 90% Plan Preparation – KFA will prepare and submit 90% drawings and specifications. Revise Index, General Notes, Project Layout, Details, and Quantity sheets for the project.

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

- 7.4. Update Draft Specifications – KFA will utilize City of Georgetown standard specifications and revise special provisions and specifications as required.
- 7.5. Opinion of Probable Construction Cost – KFA will revise the construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 7.6. Constructability Review - The plans will be reviewed for constructability and coordination by a senior level engineer.
- 7.7. QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 7.8. Design Submittal, Review Meeting, and Project Walkthrough - The KFA Team will prepare and submit plans and contract documents to Garver at the 90% design stage. The project manual and drawings will be submitted in .pdf format. Plans will be prepared on 11" x 17" sheets. The 90% submittal will be submitted 30 calendar days from the receipt of comments on the 60% Design Phase.
- 7.9. Address 90% Comments - KFA will review and provide a response to comments provided by the Owner.

8. 100% Design Phase

- 8.1. Meetings - KFA will conduct weekly design meetings with the design team.
- 8.2. 100% Bid Ready Plans and Contract Documents – KFA will prepare and submit bid ready contract documents, including drawings, specification and contract documents.
- 8.3. Opinion of Probable Construction Cost – KFA will revise the construction cost estimate based on the quantities developed in the plans and pricing on recent similar construction projects.
- 8.4. QA/QC – The KFA Team will conduct QA/QC of the plans for each design phase.
- 8.5. Design Submittal & Review Meeting - The KFA Team will prepare and submit bid ready plans and contract documents to Garver at the 100% design stage. The project manual and drawings will be submitted in .pdf format. Plans will be prepared on 11" x 17" sheets. The submittal will be signed and sealed by a Professional Engineer registered in the State of Texas. The bid ready submittal will be submitted 30 calendar days from the receipt of comments on the 90% Design Phase.

ATTACHMENT B1
CITY OF HUTTO
WW09 LIFT STATION DESIGN

9. Supplemental Services

- 9.1. Major Equipment Preselection and Procurement - KFA will assistance with the preselection and procurement of equipment. It is anticipated the procurement process will occur near the 60% design submittal. The Scope of Services generally includes the following:
- i. Preparation of the procurement package, including drawings and specifications.
 - ii. Attend the pre-submittal conference.
 - iii. Interpret plans and specifications and answer questions submitted by potential equipment suppliers.
 - iv. Prepare addenda responses, as necessary.
 - v. Assist with the evaluation of the equipment proposals.

10. Bid Phase

- 10.1. Not in Scope

11. Construction Administration

- 11.1. Not in Scope

ATTACHMENT B2: KFA FEE SCHEDULE
CITY OF HUTTO
WW09 LIFT STATION DESIGN

Task											Total Labor	KFA Total Labor Cost	JRSA (Electrical) Cost	TSEN (Structural) Cost	Total Sub- Consultant Cost	Expenses & Subcontractor Markup	Total Cost
		Principal	QA/QC Manager	Senior Project Manager	Senior Design Engineer	Design Engineer I	Staff Engineer	Senior CADD Designer	Senior CADD Tech	General Office Clerk							
		\$ 300.00	\$ 275.00	\$ 250.00	\$ 230.00	\$ 150.00	\$ 125.00	\$ 130.00	\$ 120.00	\$ 80.00							
1.0 Project Management		12	0	72	0	0	0	0	0	16	100	\$22,880	\$1,000	\$1,000	\$2,000	\$700	\$25,580
1.1	Project Management	12		72						16	100	\$22,880	\$1,000	\$1,000	\$2,000	\$700	\$25,580
2.0 Topographic Survey, Plat, and Field Notes		0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
2.1	Topographic Survey & Plat and Field Notes*										0	\$0			\$0	\$0	\$0
3.0 Geotechnical Evalution		0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
3.1	Perform Geotechnical Investigation*										0	\$0			\$0	\$0	\$0
4.0 Agency Coordination		0	0	0	4	8	16	0	0	0	28	\$4,120	\$1,500	\$0	\$1,500	\$350	\$5,970
4.1	Identify Permitting Requirements				2	4	4				10	\$1,560			\$0	\$0	\$1,560
4.2	Utility Coordination				2	4	12				18	\$2,560	\$1,500		\$1,500	\$350	\$4,410
5.0 30% Design and Basis of Design Report		0	14	12	18	64	88	4	73	0	273	\$40,870	\$6,000	\$2,500	\$8,500	\$1,600	\$50,970
5.1	Meetings (8 weekly & 2 design meetings)				6	6	6		6		24	\$3,750			\$0	\$0	\$3,750
5.2	Data Collection and Review					6	6				12	\$1,650			\$0	\$0	\$1,650
5.3	Field Visits					8	8				16	\$2,200			\$0	\$500	\$2,700
5.4	Perform Environmental Surveys*										0	\$0			\$0	\$0	\$0
5.5	Prepare 30% Basis of Desgin Report (BODR)			6	10	32	40		51		139	\$19,720	\$5,250	\$1,750	\$7,000	\$700	\$27,420
5.6	Prepare Opinion of Probable Construction Cost				2	6	8				16	\$2,360	\$500	\$500	\$1,000	\$100	\$3,460
5.7	QA/QC		8					4			12	\$2,720	\$250	\$250	\$500	\$50	\$3,270
5.8	Design Submittal & Review Meeting		4	4		4	4				16	\$3,200			\$0	\$250	\$3,450
5.9	Address Comments and Finalize BODR		2	2		2	16		16		38	\$5,270			\$0	\$0	\$5,270
6.0 60% Design Phase		0	36	0	64	130	202	4	136	6	578	\$86,690	\$7,500	\$14,500	\$22,000	\$2,700	\$111,390
6.1	Meetings (12 weekly & 2 design meetings)				8	8	8		8		32	\$5,000			\$0	\$0	\$5,000
6.2	Field Visits				6	6	6				18	\$3,030			\$0	\$0	\$3,030
6.3	60% Plan Preparation	0	0	0	32	72	120	0	128	0	352	\$48,520	\$6,500	\$12,500	\$19,000	\$1,900	\$69,420
6.4	Prepare Draft Specifications				8	24	44				76	\$10,940	\$500	\$1,000	\$1,500	\$150	\$12,590
6.5	Opinion of Probable Construction Cost				2	6	8				16	\$2,360	\$500	\$500	\$1,000	\$100	\$3,460
6.6	Constructability Review		12			2	4				18	\$4,100			\$0	\$0	\$4,100
6.7	QA/QC		24			4	4	4			36	\$8,220			\$0	\$0	\$8,220
6.8	Design Submittal & Review Meeting				8	8	8			6	30	\$4,520		\$500	\$500	\$550	\$5,570
7.0 90% Design Phase		0	26	6	43	55	71	0	49	0	250	\$41,545	\$4,000	\$7,000	\$11,000	\$1,100	\$53,645
7.1	Meetings (4 weekly & 1 design meetings)				3	3	3		3		12	\$1,875			\$0	\$0	\$1,875
7.2	Field Visits				6	6	6				18	\$3,030			\$0	\$0	\$3,030
7.3	90% Plan Preparation	0	0	0	10	20	30	0	46	0	106	\$14,570	\$4,000	\$7,000	\$11,000	\$1,100	\$26,670
7.4	Update Draft Specifications				2	6	10				18	\$2,610			\$0	\$0	\$2,610
7.5	Opinion of Probable Construction Cost				2	4	4				10	\$1,560			\$0	\$0	\$1,560
7.6	Constructability Review		6		2	2	4				14	\$2,910			\$0	\$0	\$2,910
7.7	QA/QC		20		6						26	\$6,880			\$0	\$0	\$6,880
7.8	Design Submittal, Review Meeting, and Project Walkthrough			6	6	6	6				24	\$4,530			\$0	\$0	\$4,530
7.9	Address 90% Comments				6	8	8				22	\$3,580			\$0	\$0	\$3,580
8.0 100% Design Phase		0	16	6	25	31	43	0	30	0	151	\$25,275	\$2,000	\$2,500	\$4,500	\$450	\$30,225
8.1	Meetings (4 weekly & 1 design meetings)				3	3	3		3		12	\$1,875			\$0	\$0	\$1,875
8.2	100% Bid Ready Plans and Contract Documents	0	0	0	8	18	30	0	27	0	83	\$11,530	\$2,000	\$2,500	\$4,500	\$450	\$16,480
8.3	Opinion of Probable Construction Cost				2	4	4				10	\$1,560			\$0	\$0	\$1,560
8.4	QA/QC		16		6						22	\$5,780			\$0	\$0	\$5,780
8.5	Design Submittal and Review Meeting			6	6	6	6				24	\$4,530			\$0	\$0	\$4,530
Base Services Totals		12	92	96	154	288	420	8	288	22	1380	\$221,380	\$22,000	\$27,500	\$49,500	\$6,900	\$277,780
9.0 Supplemental Services		0	0	0	0	0	0	0	0	0	0	\$25,000	\$0	\$0	\$0	\$0	\$25,000
9.1	Major Equipment Preselection and Procurement										0	\$25,000			\$0	\$0	\$25,000
Supplemental Services Totals		0	0	0	0	0	0	0	0	0	0	\$25,000	\$0	\$0	\$0	\$0	\$25,000
10.0 Bid Phase Services		0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
10.1	Not in Scope										0	\$0			\$0	\$0	\$0
11.0 Construction Phase Services		0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
11.1	Not in Scope										0	\$0			\$0	\$0	\$0
Total Base + Supplemental Services		12	92	96	154	288	420	8	288	22	1380	\$246,380	\$22,000	\$27,500	\$49,500	\$6,900	\$302,780.00

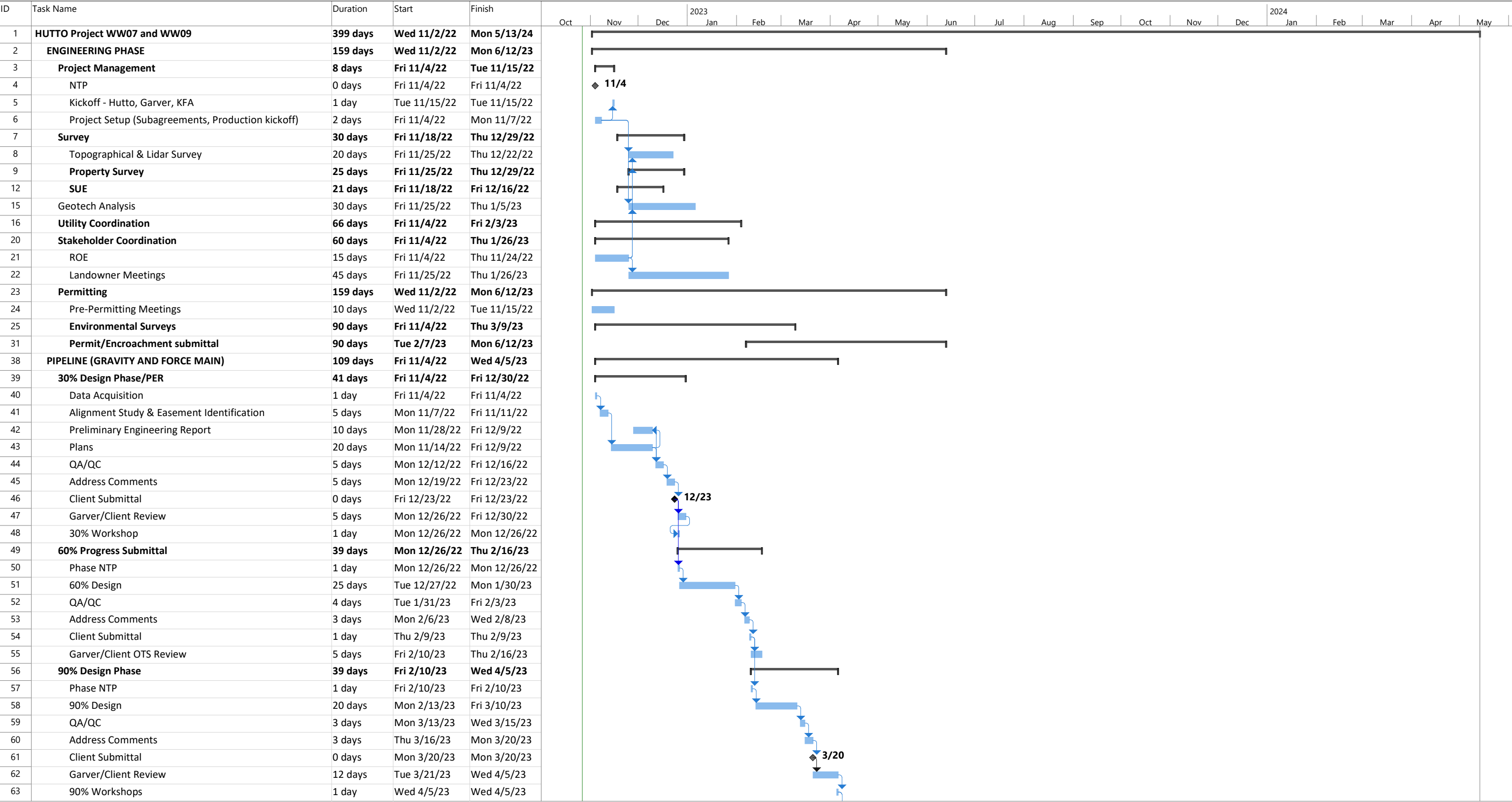
*NOTE: EFFORT AND MANPOWER FOR THESE SERVICES HAS BEEN PROVIDED IN THE PIPELINE SCOPE OF WORK.

RATE SCHEDULE

K. Friese & Associates	Labor/Staff Classification	Contract Rate
	Principal	\$300.00
	QA/QC Manager	\$275.00
	Senior Project Manager	\$250.00
	Senior Design Engineer	\$230.00
	Design Engineer I	\$150.00
	Staff Engineer	\$125.00
	Senior CADD Designer	\$130.00
	Senior CADD Tech	\$120.00
	Senior GIS Operator	\$130.00
	GIS Operator	\$125.00
	General Office Clerk	\$80.00
	Contract Rates include labor, overhead, and profit.	



ATTACHMENT C
CITY OF HUTTO IPO
Megasite Wastewater Pipelines & Lift Station Design
Projects: WW07 and WW09

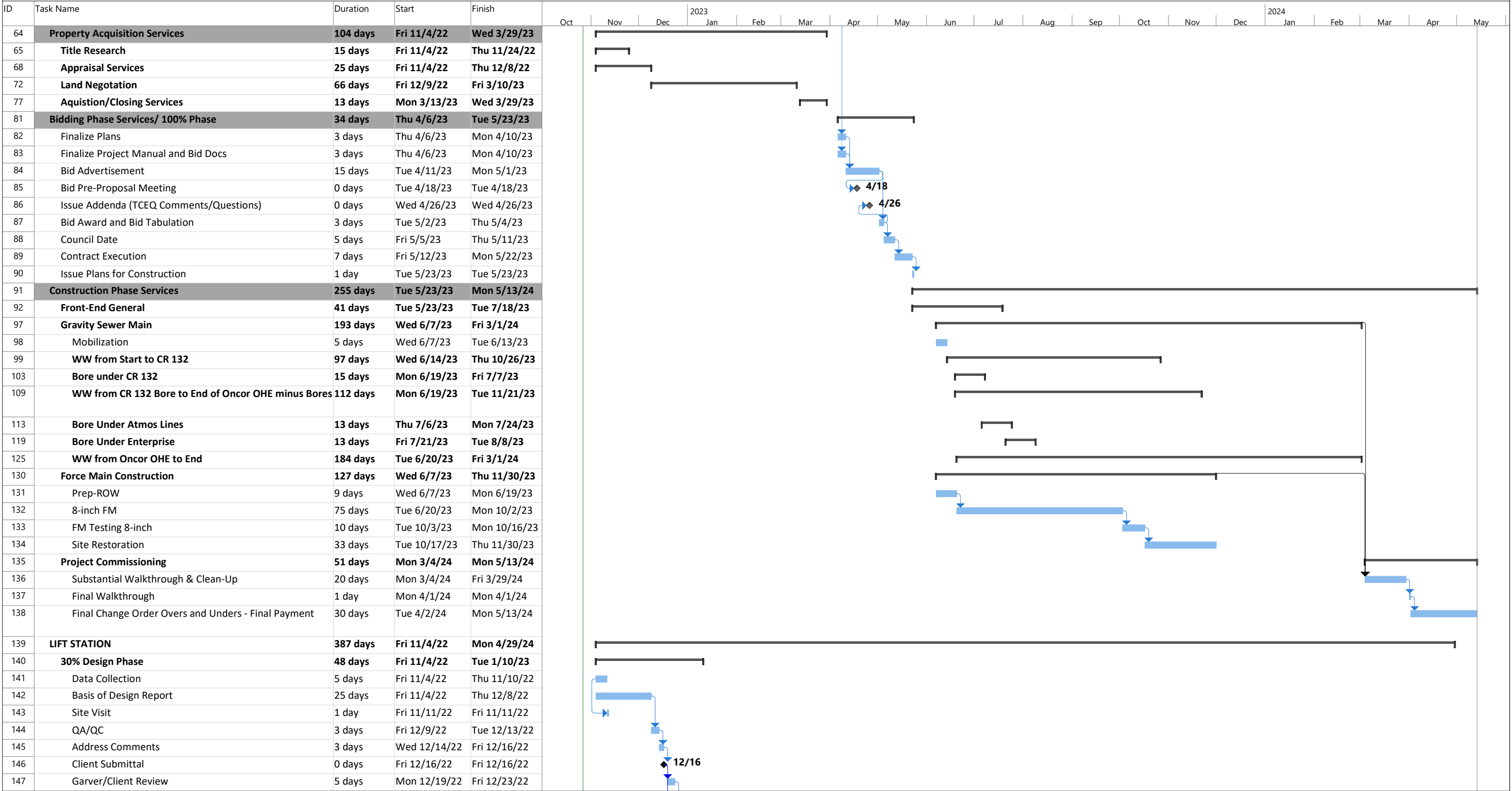


Project: SCH_Hutto WW_LS_Acc
Date: Thu 10/27/22

Task		Summary		Project Summary		Inactive Milestone		Inactive Summary		Manual Summary Rollup		Manual Summary		Start-only		Finish-only		External Milestone		Deadline		Progress	
Split																							
Milestone																							



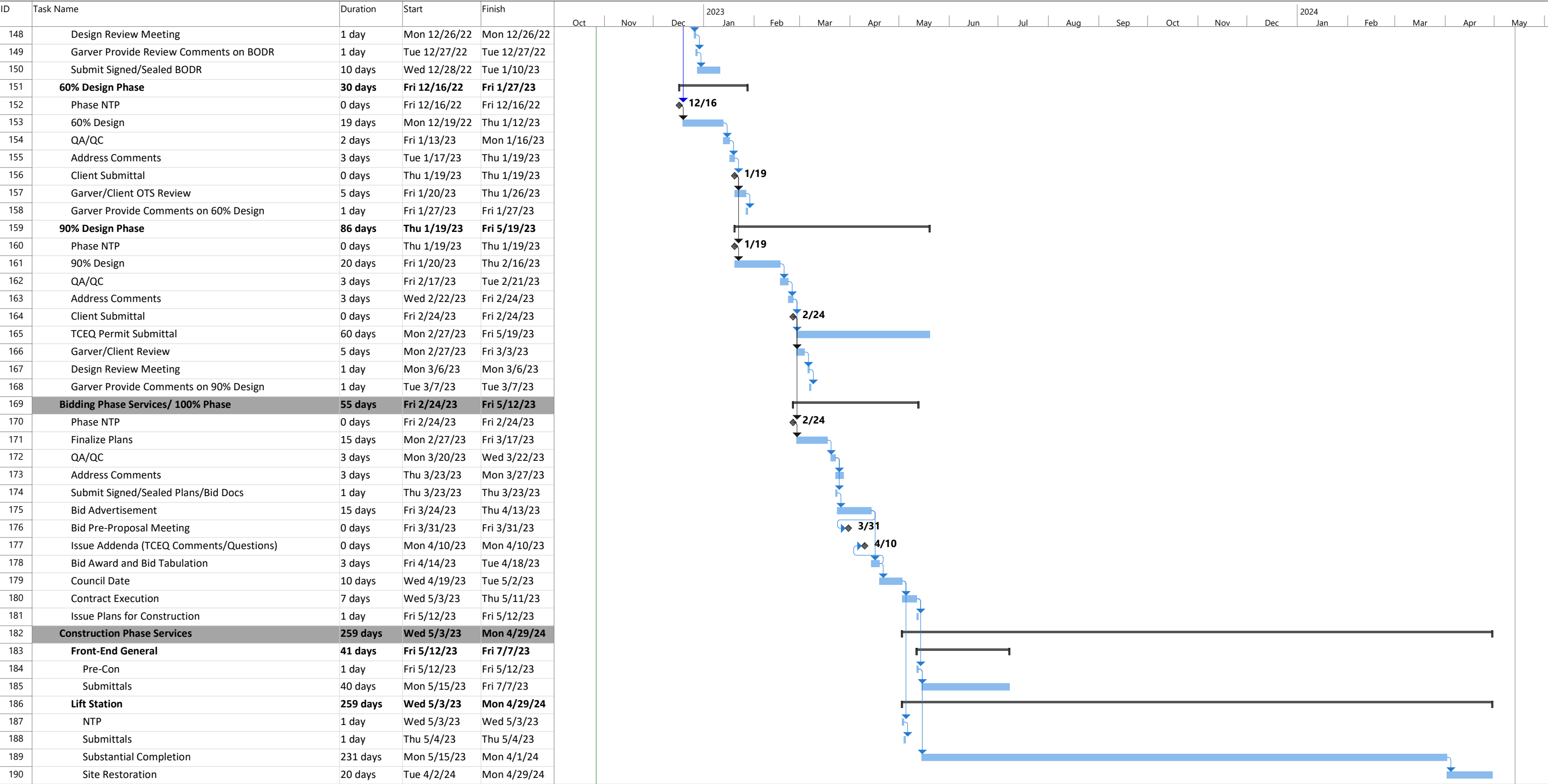
ATTACHMENT C
CITY OF HUTTO IPO
Megasite Wastewater Pipelines & Lift Station Design
Projects: WW07 and WW09



Project: SCH_Hutto WW_LS_Acc Date: Thu 10/27/22	Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
	Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
	Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			



ATTACHMENT C
CITY OF HUTTO IPO
Megasite Wastewater Pipelines & Lift Station Design
Projects: WW07 and WW09



Project: SCH_Hutto WW_LS_Acc
Date: Thu 10/27/22

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

K Friese + Associates, Inc.
Austin, TX United States

Certificate Number:
2022-938361

Date Filed:
09/27/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Hutto

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

WWO7/WWO9 Pipeline & Lift Stat
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Friese, Karen	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Thomas M. Owens, P.E., and my date of birth is 11/13/64.

My address is 1120 S. Capital of Texas Highway, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 27 day of September, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Thomas M. Owens, P.E., do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

K Friese & Associates, Inc.

Company Name



Signature of Authorized Official

Executive Vice President

Title of Authorized Official

27 SEP 22

Date

RESOLUTION NO. R-2022-__

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING INDIVIDUAL PROJECT ORDER 2022-02 TO
THE MASTER AGREEMENT BETWEEN THE CITY OF
HUTTO AND K FRIESE AND ASSOCIATES, INC., IN THE
AMOUNT OF \$1,611,634.00 FOR ENGINEERING DESIGN
SERVICES; AUTHORIZING THE CITY MANAGER TO
EXECUTE THE INDIVIDUAL PROJECT ORDER;
PROVIDING PROPER NOTICE & MEETING, AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to approve the Individual Project Order 2022-02 (“IPO”), attached as Exhibit A and incorporated herein by reference, in the amount of \$1,611,634.00, in accordance with the provisions of the Master Agreement For Continuing Professional Services executed between the City of Hutto and K Friese and Associates, Inc.; and

WHEREAS, the IPO provides for engineering design services for wastewater infrastructure improvements, including for the installation of a gravity wastewater main, wastewater force main, and lift station to serve developments in the Hutto Megasite area; and

WHEREAS, the City Council desires to authorize the City Manager to execute the IPO, 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 City Manager to execute the IPO, 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 17th day of November 2022.

Mike Snyder, Mayor

ATTEST:

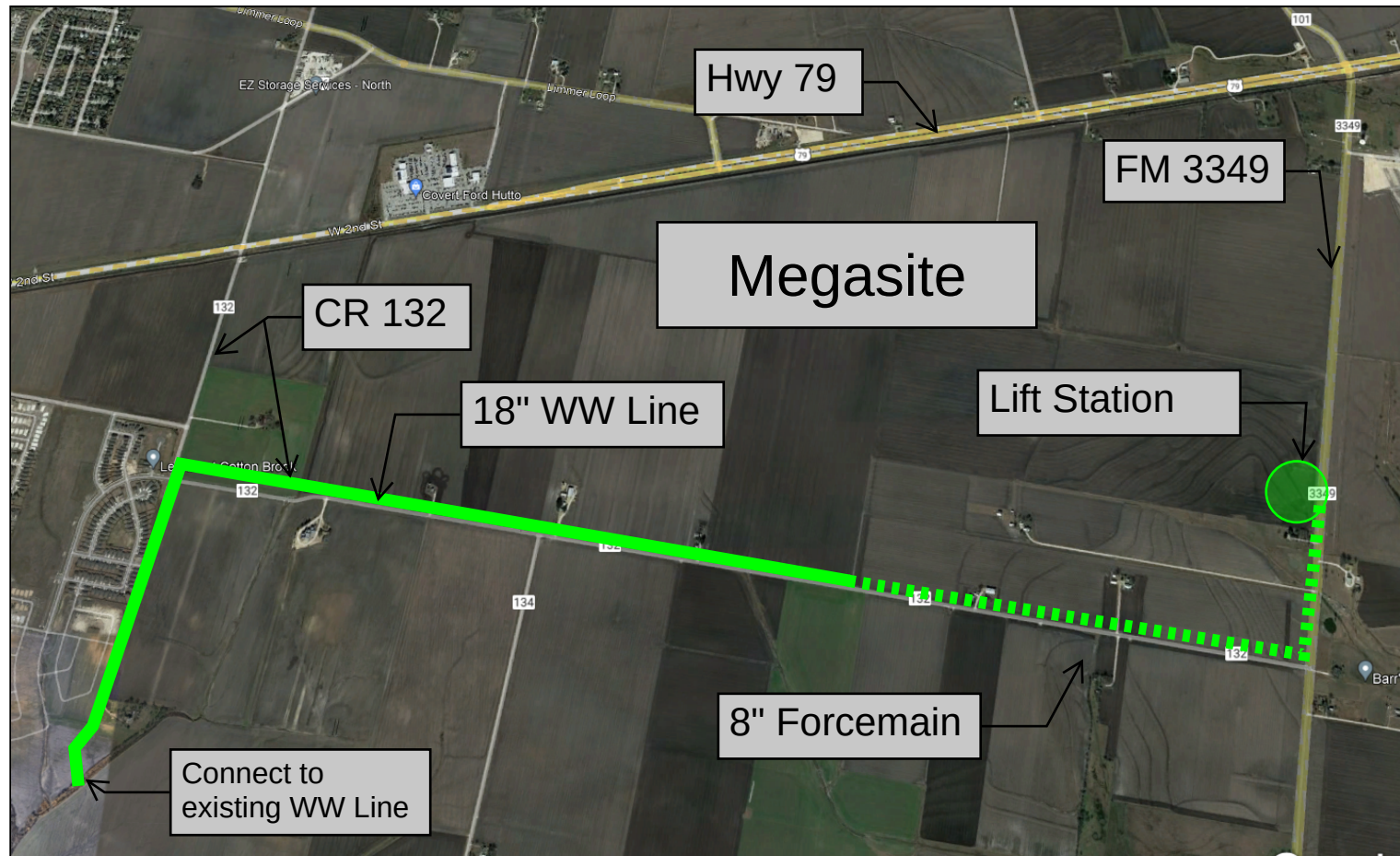
Angela Lewis, City Secretary

APPROVED AS TO FORM:

By: _____
Dorothy Palumbo, City Attorney

PROJECT LOCATION MAP

MEGASITE WASTEWATER GRAVITY LINE, FORCEMAIN AND LIFT STATION



AGENDA ITEM REPORT

9.6.



To: City Council

Subject: Consideration and possible action on an Ordinance of the City of Hutto, Texas amending the Budget for the Fiscal Year of October 1, 2022 through September 30, 2022 by appropriating and setting aside funds for separation pay not to exceed \$50,000.00; placing additional restrictions on said funds; finding municipal purposes; providing for severability; and providing for an effective date. (First Reading) (Finance)

Meeting: Thursday, November 17, 2022

Department: Finance /

Staff Contact:

BACKGROUND INFORMATION:

On November 3, 2022, the City Council approved Resolution No. R-2022-093, authorizing the City Manager to enter into separation agreements not to exceed \$50,000.00 or 60-days comparable salary and benefits, whichever is less. This proposed budget amendment would establish and allocate \$50,000.00 to a separate line item in the budget from which the City Manager will draw funds for making payments under separation agreements executed within the City Manager's authority under Resolution No. R-2022-093.

SUMMARY OF REQUEST:

STAFF REVIEW:

Finance has reviewed the request and confirmed the availability of unreserved fund balance to allocate to the line item.

FISCAL NOTES:

Budgeted FY 2023 Ending Fund Balance:	\$10,000,951
Proposed Allocation:	\$50,000
Revised Budgeted 2023 Ending Fund Balance:	\$9,950,951

ATTACHMENTS:

AGENDA ITEM REPORT

9.6.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR OF OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, BY APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS FOR ADDITIONAL EXPENDITURES IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; FINDING MUNICIPAL PURPOSES; PLACING ADDITIONAL RESTRICTIONS ON SAID FUNDS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Hutto, Texas, adopted the City's Fiscal Year 2022- 2023 Budget in September of 2022; and

WHEREAS, pursuant to Texas Local Government Code Section 102.010, the City Council has determined that it is necessary to amend the City's Fiscal Year 2022-2023 Budget, and that the budget amendment serves a municipal purpose; and

WHEREAS, pursuant to Section 8.07(d) of the City of Hutto Home Rule Charter, after adoption of the budget, the City Council may by ordinance transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriations for other departments or major organizational units; and

WHEREAS, pursuant to Section 8.07(d) of the Charter, the City Manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the City Council no later than the next regular City Council meeting; and

WHEREAS, on November 3, 2022, the City Council approved Resolution No. R-2022-093, authorizing the City Manager to enter into separation agreements not to exceed \$50,000.00 or 60-days comparable salary and benefits, whichever is less; and

WHEREAS, the City Council desires to transfer from unencumbered appropriation balances an amount of \$50,000.00 to establish and allocate that amount to a separate line item in the budget from which the City Manager shall draw funds for making payments under separation agreements executed within the City Manager's authority under Resolution No. R-2022-093.

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

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

SECTION 2. The appropriations for the fiscal year beginning October 1, 2022, and ending September 30, 2023, for the support of the general government of the City of Hutto,

Texas, shall be amended as shown in Exhibit A.

SECTION 3. The amendment, as shown in words and figures in Exhibit A, is hereby approved by the City Council in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2022, through September 30, 2023.

SECTION 4. A copy of the amended budget shall be placed in the office of the Williamson County Clerk as required by Texas Local Government Code Section 102.011.

SECTION 5. In the event that the amount of \$50,000.00 hereby appropriated and set aside, as shown in Exhibit A, for payments under separation agreements is exhausted prior to the conclusion of the Fiscal Year 2022-2023, the City Council and the City Manager shall comply with the provisions of Section 8.07 of the Charter for making any supplemental or transfer appropriations to replenish the funds available for such separation payments.

SECTION 6. 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 7. 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 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9. 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 of the Texas Government Code.

SECTION 10. This Ordinance shall be in full force and effect immediately upon its passage and publication, when such a requirement is satisfied as required by law.

PASSED AND APPROVED on First Reading the ____ day of ____, 2022.

PASSED AND ADOPTED on Second Reading the ____ day of ____, 2022.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

EXHIBIT A
Budget Amendments
11/17/2022

General Services - Operating Fund (Fund 10)

Division	Original Budget	Proposed Budget Amendment	Revised Budget
City Manager			
Separation Pay 10-010-002-6019	-	50,000	50,000
To adjust the budget to include a line item for separation agreements executed within the City Manager's authority			

AGENDA ITEM REPORT

9.7.



To: City Council
Subject: Consideration and possible action to authorize up to five (5) additional FTE's to fill staffing needs in the Engineering division, (up to two additional Engineers, up to two Project Managers and one Administration Support) to be funded by a corresponding reduction in Professional Services, not to exceed a total budget of \$775,000, and directing a future budget amendment to reflect the actual personnel costs. (James Earp)
Meeting: Thursday, November 17, 2022
Department: City Manager /
Staff Contact: James Earp

BACKGROUND INFORMATION:

This item returns staffing to the City Engineer Division to allow Hutto to provide services directly for developer meetings, in house plan reviews, CIP support and administrative streamlining. This recommendation is meant to improve communication with the development community, reduce the timeline for reviews and to reduce the city's reliance on outside consultants for staff augmentation.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:



MEMO

TO: City Council

DATE: 11/14/2022

FROM: City Manager

RE: Engineering Staffing

Engineering, and the work that goes on in ensuring our utilities and infrastructure are developed and planned for appropriately, is a key responsibility of our engineering division, which has been handled through staff augmentation for more than a year.

The city has paid nearly \$1.3 million for this service from third party engineering firms, whose service has allowed the city to continue to operate. However, it has become evident through my first 100 days that Engineering has a number of challenges best met with staffing up with city employees.

There is an adage that the private sector can always do it better – and while that is almost always true, better and cheaper do not always go hand in hand.

In my experience, the workload that Hutto is facing can be addressed with up to an additional five (5) FTEs – split amongst engineers, project managers and admin. The item before council authorizes me to begin hiring up to this amount, with a personnel budget not to exceed the \$775,000 – and directs a future budget amendment to come before council (typically mid-budget year around March) to change the line items and add the FTE count based off of the actual hiring for the division.

It is my belief, that with these positions we can dramatically reduce, if not eliminate the need for outside plan review for most projects that aren't overly complicated or specialized (like say a hospital would be) saving \$500,000 plus per year, and most of the current \$775,000 staff augmentation cost would be reduced as Garver would also phase out their need to be at city hall regularly. We should have improved service, with less cost, returning more dollars back to the general fund for other priorities.



AGENDA ITEM REPORT

9.8.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-099, repealing Resolution No. 2022-096 and providing the City Manager authority to execute an agreement with the Management Connection, Inc. of Bryan, Texas to provide City Council professional facilitation for individual and team leadership. (Legal)
Meeting: Thursday, November 17, 2022
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

On November 3, 2022, Council approved Resolution No. 2022-096, approving and authorizing the City Manager to execute an agreement for professional facilitation services with the Management Connection, Inc. The Management Connection, Inc. requested changes to the agreement that had been approved by Council. On November 3, Council also approved by ordinance the City's Procurement Policy and Procedures, which provides the City Manager with purchasing authority not to exceed \$50,000. Because the Management Connection, Inc. agreement is for an amount not to exceed \$22,000, plus reasonable travel expenses, the agreement is within the City Manager's purchasing authority. Repealing Resolution No. 2022-096 and approving the new agreement will allow the City Manager to exercise this purchasing authority in regards to this agreement and the requested changes from the Management Connection, Inc.

Upon vendor review of the standard professional services contract, modifications were requested of legal to remove a clause that gave the City an option to require reperformance of services if the services rendered were determined to be non-compliant with the agreement. The City Attorney has agreed to this change, since the termination provision of the agreement provides adequate protection for the City in the event of a default by the vendor. The modified contract is attached and signed off by the City Attorney. Once this modified contract is approved, work will begin immediately, with one on one phone calls with the consultant.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

AGENDA ITEM REPORT

9.8.



ATTACHMENTS:

RESOLUTION NO. R-2022-___

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
REPEALING RESOLUTION NO. 2022-096 BETWEEN THE
MANAGEMENT CONNECTION, INC. OF BRYAN, TEXAS,
AND THE CITY OF HUTTO; PROVIDING CITY
MANAGER AUTHORITY TO EXECUTE AN AGREEMENT
WITH THE MANAGEMENT CONNECTION, INC. OF
BRYAN, TEXAS, AND THE CITY OF HUTTO NOT TO
EXCEED \$22,000.00, PLUS REASONABLE TRAVEL
EXPENSES; PROVIDING PROPER NOTICE & MEETING;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Management Connection, Inc. of Bryan, Texas requested changes to the agreement approved by the City Council in Resolution No. 2022-096; and

WHEREAS, on November 3, 2022, the City Council approved Ordinance No. 2022-052 adopting and approving the City of Hutto, Texas Procurement Policy and Procedures, which provides the City Manager purchasing authority not to exceed \$50,000.00; and

WHEREAS, the Management Connection, Inc. of Bryan, Texas requested changes to the agreement approved by the City Council in Resolution No. 2022-096, but did not request changes to the original purchase amount in the agreement of \$22,000.00 plus reasonable travel expenses, and such amount is within the City Manager's purchasing authority; and

WHEREAS, the City Council desires to repeal Resolution No. 2022-096 and authorize the City Manager to execute an agreement with the Management Connection, Inc. of Bryan, Texas in an amount not to exceed \$22,000.00, plus reasonable travel expenses, ("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 repeals Resolution No. 2022-096.

Section 3: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached hereto as Exhibit A and incorporated herein for all purposes.

Section 4: 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 5. This Resolution shall take effect immediately upon its passage.

RESOLVED this 17th day of November 2022.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is dated _____, 2022, by and between the Management Connection, Inc., a Texas corporation (“**Consultant**”), with offices at, 4444 Carter Creek Parkway, Suite 110, Bryan, Texas 77802, and the City of Hutto, Texas, a home-rule municipality (“**City**”), with offices at 500 West Live Oak Street, Hutto, Texas 78634.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services.** Consultant and City agree that Consultant will perform services as requested by City and outlined in the attached Exhibit A (“**Services**”).
2. **Independent Contractor.** Consultant is an independent contractor and is not an employee of City. Nothing in this Agreement is intended to, or should be construed to, create a partnership, joint venture or employer-employee relationship between City and Consultant. Consultant shall be solely responsible for filing all tax returns and submitting all payments as required by federal, state, or local authority arising from the payment of fees to Consultant by City under this Agreement. Services performed by Consultant under this Agreement are solely for the benefit of City. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement except as provided regarding Consultant’s obligations in section 15 of this Agreement.
3. **Standard of Care.** Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar Services. Except as otherwise provided, Consultant shall have exclusive control over the manner and means of performing the Services, including the choice of place and time and will use its expertise and analytical skills in performing the Services. No other warranty or guarantee, expressed or implied, is made with respect to the Services furnished under this Agreement and all implied warranties are disclaimed.
4. **Total compensation.** Total compensation for Services performed in accordance with Exhibit A shall not exceed twenty-two thousand dollars (\$22,000.00), plus reasonable expenses for travel from Bryan, Texas, to the locations where Services are to be performed, including meals, lodging, and/or mileage at the current government rate, provided that such travel expenses shall not exceed _____ (\$_____.00). Consultant must submit an invoice for reimbursement of such reasonable travel expenses incurred by the Consultant in performing the Services under this Agreement, and Consultant’s invoice must include documentation of such travel expenses in a form acceptable to the City.

City shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If City disputes any portion of the invoice, the undisputed portion will be paid, and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the amounts in dispute. Consultant and City will attempt to resolve the payment dispute within sixty (60) days, or the matter may be submitted to dispute

PROFESSIONAL SERVICES AGREEMENT

resolution as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts. If City fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Services hereunder without incurring any liability or waiving any right established hereunder, or terminate this Agreement in accordance with section 16 of this Agreement.

5. **Changes/Amendments.** This Agreement (together with any exhibits attached hereto) constitute the entire agreement between the parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify City if changes to the Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted, or the City may terminate this Agreement in accordance with section 16 of this Agreement without liability except for undisputed amounts earned by Consultant as of the date of notice of termination. If Consultant is delayed in performing its Services due to an event beyond its reasonable control of fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule for the performance of the Services under the Agreement shall be extended by the period of delay if the delay does not exceed 60 calendar days. If the delay exceeds 60 calendar days, the City may at its sole discretion terminate this Agreement in accordance with section 16 of this Agreement or grant a further extension of time to Consultant. Consultant may request an amendment of this Agreement to compensate for any additional costs due to the delay, but the City is not obligated to grant such amendment.
6. **INDEMNIFICATION, HOLD HARMLESS, RELEASE, AND DEFENSE.** **CONSULTANT, AND CONSULTANT'S SUCCESSORS AND ASSIGNS, EACH HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS CURRENT AND FUTURE CITY COUNCIL, CITY COUNCIL MEMBERS, CITY OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, LIENS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL, POTENTIAL, OR ASSERTED, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES, REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OR OMISSION OF CONSULTANT, INCLUDING THE NEGLIGENCE OF CONSULTANT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUB-CONSULTANTS, MATERIAL MEN, AND AGENTS OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS)**

PROFESSIONAL SERVICES AGREEMENT

NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION.
CONSULTANT SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF CONSULTANT AND THE CITY, THE CONSULTANT'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO CONSULTANT'S OWN PERCENTAGE OF RESPONSIBILITY. CONSULTANT'S DUTY TO DEFEND IS NOT REDUCED OR LIMITED BY APPORTIONMENT OF LIABILITY.

The provisions of these indemnity, hold harmless, release and defense obligations are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity except for the indemnified City Council, City Council Members, and City officers, agents, servants, and employees. Consultant shall advise the City in writing within 24 hours after Consultant learns of any claim against the City or Consultant related to or arising out of Consultant's activities under this Agreement.

Consultant shall not settle any claim against the City or against any entity or individual indemnified under this Agreement without the prior written consent of the City Manager and City Attorney. The City Attorney has the right to disapprove any attorneys designated by Consultant to handle any litigation within the scope of this Agreement's indemnity provision and to receive reasonable notice of Consultant's choice of such attorney. The City may retain one or more attorneys to represent the City or any entity or individual that is entitled to indemnity or defense under this Agreement at the City's own expense and at no expense to Consultant.

7. **Insurance.** Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide the City with an opportunity to inspect and copy all relevant insurance policies including all riders, endorsements, schedules, amendments, and other relevant instruments evidencing the same. Consultant shall name the City as an additional insured on its commercial general liability insurance policy and provide City with a certificate of insurance for all applicable policies, endorsements and schedules providing coverage to the City as an additional insured.

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

8. **Work Product.** City shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however, that City shall not rely on or use the Work Product for any purpose other than

PROFESSIONAL SERVICES AGREEMENT

the purposes under this Agreement and the Work Product shall not be changed without the prior written approval of Consultant. If City releases the Work Product to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, City does so at its own risk and discretion.

9. **Information Provided by Others.** City shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the Services hereunder. City confirms and agrees that Consultant may rely on the accuracy of written information provided by City and its representatives.
10. **Opinions of Cost.** Consultant does not control the cost of labor, materials, equipment, or Services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding, or market conditions. Estimates provided by Consultant for operation expenses or construction costs represent its best judgment as an experienced and qualified professional, but City acknowledges and agrees that such estimates are not a guarantee of cost. However, if Consultant's costs materially increase the total cost to the City of this Agreement, whether or not the increase causes the total costs to exceed amounts authorized by City Council for this Agreement, the City may terminate this Agreement in accordance with section 16 of this Agreement. Regardless of any inflation in Consultant's costs of performing this Agreement, the Consultant will not increase its rates for performance.
11. **HB 1295 Compliance.** Section 2252.908 of the Texas Government Code requires that for certain types of contracts, Consultant must fill out a conflict-of-interest form ("Disclosure of Interested Parties") at the time Consultant submits its signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
12. **Boycotts and Foreign Business Engagements.** The Consultant represents and warrants, for purposes of Chapter 2270 of the Texas Government Code, that at the time of execution and delivery of this Agreement, neither the Consultant, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Consultant, boycotts Israel. The Consultant agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Consultant, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Consultant, will boycott Israel during the term of this Indenture. The terms "boycotts Israel" and "boycott Israel" as used in this clause (A) has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code. In addition, the Consultant represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Consultant, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term

PROFESSIONAL SERVICES AGREEMENT

"foreign terrorist organization" as used in this clause (B) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

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

14. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

15. Safety and Security: Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such Services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

16. Termination: Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. City shall pay Consultant for all Services rendered through the date of termination plus reasonable expenses for winding down the Services.

PROFESSIONAL SERVICES AGREEMENT

If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days' written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued during such seven-day period, terminate this Agreement, or suspend performance under this Agreement.

17. **Dispute Resolution:** Consultant and City shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator.

18. **Miscellaneous:**

- a. This Agreement is binding upon and will inure to the benefit of City and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. Consultant's use of sub-consultants does not avoid or limit Consultant's obligations under this Agreement.
- b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY: City of Hutto
Attention: James Earp, City Manager
Address: 500 W. Live Oak Street
Hutto, Texas 78734

CONSULTANT: The Management Connection, Inc.
Attention: Joe M. Gonzalez, Chief Executive Officer
Address: 4444 Carter Creek Parkway, Suite 110
Bryan, Texas 77802

- c. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- d. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and venue for any action shall be in Williamson County, Texas.
- e. In any action to enforce or interpret this Agreement, each party shall be responsible for its reasonable attorneys' fees and costs from the other party.
- f. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action and shall not in any case be initiated later than six (6) years after Consultant completes the Services under this Agreement.

PROFESSIONAL SERVICES AGREEMENT

- g. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- h. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

[Signatures on following page.]

PROFESSIONAL SERVICES AGREEMENT

CITY:

THE CITY OF HUTTO, TEXAS

By: _____

James Earp, City Manager

Date: _____

CONSULTANT:

THE MANAGEMENT CONNECTION, INC.

By: _____

Joe M. Gonzalez, Chief Executive Officer

Date: _____

Attest: _____

Angela Lewis, City Secretary

THE STATE OF TEXAS §

§

COUNTY OF _____ §

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2022, by James Earp, City Manager, on behalf of and as authorized by the City of Hutto, Texas.

[SEAL]

Notary Public in and for the State of Texas

THE STATE OF TEXAS §

§

COUNTY OF _____ §

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2022, by Joe M. Gonzalez, Chief Executive Officer, on behalf of and as authorized by The Management Connection, Inc.

[SEAL]

Notary Public in and for the State of Texas

EXHIBIT A CONSULTANT PROPOSAL



The Management Connection, Inc.
PROFESSIONAL FACILITATION

October 12, 2022

The Management Connection, Inc.
4444 Carter Creek Parkway, Suite 110
Bryan, TX 77802
tmc@profacilitator.com
www.profacilitator.com

James Earp
City Manager
City of Hutto
500 W Live Oak St
Hutto, TX 78634

Dear Mr. Earp:

“The Eye of the Hurricane” represents our Professional Facilitation Model and is most notably found represented as our logo icon. The “eye” is the calm and guide within the chaotic storm. When faced with a constant bombardment of challenges and competing interests, any person or organization may feel like they are whirling in chaos. Focused leadership at all levels creates “The Eye of the Hurricane” within an organization. TMC’s Professional Facilitation Model guides in developing or strengthening “The Eye of the Hurricane” in your organization.

TMC requires participants to acknowledge their responsibility in ensuring they achieve their expectations. This commitment is broken down into four categories which encompass our Facilitation Principles. (1) Personal Value: Value the person for their willingness to contribute. (2) Personal Contribution: Contribute your best for the benefit of the group. (3) Personal Investment: Take the Best from the group and learn from it. (4) Personal Accountability: Choose to be successful.

We would like to thank you for choosing TMC as your professional facilitation firm. The following documents include the Work Plan for professional facilitation of the Effective Council Leadership Process. We appreciate the opportunity to work with you and the City of Hutto.

Committed to your leadership,

Joe M. Gonzalez
Chief Executive Officer



CITY OF HUTTO EFFECTIVE COUNCIL LEADERSHIP PROCESS

Area	Today's Date	Target Date	Date Achieved
Council Effectiveness	October 12, 2022	1 st Quarter of 2023	

Goal Statement: A descriptive statement of the DESIRED OUTCOME.
(a S.M.A.R.T. Goal is Specific, Measurable, Actionable, Responsible and Time-bound)

The Management Connection, Inc. (TMC) will provide Professional Facilitation to the City of Hutto through a process that will strengthen the participants' *"Ability to Think."*

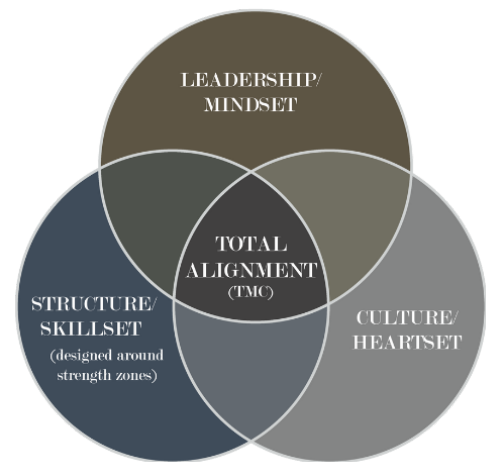
Process Outcome: TMC will Professionally Facilitate the Effective Council Leadership Process through a series of Strategic Discussions that will result in:

- Individual Leadership Growth.
- Team Leadership Growth.
- How to leverage opportunities through their Leadership Strengths.

Total Alignment Model

The Management Connection, Inc. (TMC) will facilitate this process using the Total Alignment Model.

1. Leadership – *Mindset* – This develops the mindset needed to lead at every level of the organization.
2. Culture – *Heartset* – This is the aspirational aim, the purpose, values, and behaviors of the organization.
3. Structure – *Design/Skillset/Competencies* needed to position the organization to remain relevant and succeed.





Process Overview Window		
Process	Time Frame	Who
One-on-One Needs Assessments with Council, Mayor, and City Manager	4 th Quarter of 2022 or 1 st Quarter of 2023	TMC & Participants
Individual Leadership Conference - Leadership Reports - Creation of Action Plans for Personal Leadership Growth	4 th Quarter of 2022 or 1 st Quarter of 2023	TMC & Participants
Team Leadership Conference - Team Insights - Creation of Team Action Plan for Establishing Goals for Effective Council Leadership	4 th Quarter of 2022 or 1 st Quarter of 2023	TMC & Participants
Strategic Impact Conference Creation of Action Plan for Establishing Goals that will leverage existing and future opportunities through Council's Leadership Strengths	4 th Quarter of 2022 or 1 st Quarter of 2023	TMC & Participants
Deliverables - TMC Action Plan - Leadership Report for each Council Member - Action Plan for Individual Leadership Growth - Team Insights - Action Plan for Team Leadership Effectiveness - Strategic Fit Action Plan - Established Goals to leverage existing or future opportunities through Effective Council Leadership	4 th Quarter of 2022 or 1 st Quarter of 2023	TMC & Participants





Stakeholder Benefits from Achieving This Goal

- The value of the Total Alignment Model
 - Data Driven
 - Long-term Approach
 - Systematic Approach
 - Addresses the Three Fundamental Elements of an Organization
- A systematic approach keeps all stakeholders connected to the desired results.
- This will create the Internal Infrastructure that will move the organization to its next level of growth.
- Leadership at every level allows decisions to be made within each area of responsibility.
- A healthy growing culture produces its own leaders and retains talent.
- ROI is measured by completion of milestones throughout the process.

Action Steps (List the specific actions you will take to achieve this goal)	Target Date	Who	Percentage Completion
1. TMC will conduct a telephone conference one-on-one needs assessment with the Mayor and each Council Member (approximately 30 minutes each). a. Purpose: • To understand their expectations of the Effective Council Leadership Process.	4 th Quarter of 2022 Or 1 st Quarter of 2023	TMC & Participants	
2. TMC will conduct a one-on-one needs assessment with the City Manager.	4 th Quarter of 2022 Or 1 st Quarter of 2023	TMC & Participants	
3. Conference 1: Individual Leadership a. TMC will facilitate an Individual Leadership Conference based on completed Leadership Reports. • The participants will complete a Leadership Report prior to the conference. b. This tool will be discussed at the conference and used as a foundation throughout the process. c. The Leadership report provides • Leadership Style • Leadership Strengths • Behavioral Overview	4 th Quarter of 2022 Or 1 st Quarter of 2023	Participants	



• Personality Characteristics d. Participants will create an Action Plan for their Leadership Growth			
4. Conference 2: Team Leadership a. TMC will facilitate a Team Insights Conference based on provided Team Insights Report. • Discuss how to learn from the past to move into the future. • Analyze the team's DISC graphs individually and collectively to gain insight on the predominant style traits within the team. • Identify the team's combined DISC style. This includes which style(s) the team places emphasis on in the work environment and how that style impacts the team dynamics. • Identify the team's style under stress. Being aware of the tendencies of the team under pressure is vital to effective planning and decision making. • Develop a Team Action Plan – establishing goals for Effective Council Leadership	4th Quarter of 2022 Or 1st Quarter of 2023	TMC & Participants	
5. Conference 3: Strategic Impact a. TMC will professionally facilitate a Strategic Impact Conference. • Identify the Strengths that exist within the Council's Leadership • Identify the Opportunities that can be leveraged by the Council Leadership • Develop an Action Plan – Establish Goals that will leverage existing or future opportunities through the Council's Leadership Strengths	4th Quarter of 2022 Or 1st Quarter of 2023	TMC & Participants	
6. Deliverables: a. TMC Action Plan b. Leadership Report for each Council Member • Action Plan for Individual Leadership Growth	4th Quarter of 2022 Or 1st Quarter of 2023	TMC & Participants	



The Management Connection, Inc.
PROFESSIONAL FACILITATION

c. Team Insights • Action Plan for Team Leadership Effectiveness			
d. Strategic Fit Action Plan • Established Goals to leverage existing or future opportunities through Effective Council Leadership			
e. Council will implement their Action Plans in between conferences			



The Management Connection, Inc.
PROFESSIONAL FACILITATION

Invoice #2997

October 12, 2022

James Earp
City Manager
City of Hutto
500 W Live Oak St
Hutto, TX 78634

RE: Effective Council Leadership Process

INVESTMENT

Professional Facilitation.....	\$20,000.00
Materials.....	\$2,000.00

TOTAL (DUE AND PAYABLE UPON RECEIPT)..... \$22,000.00
--

In addition, we request travel expense reimbursement including meal, lodging, and/or mileage at the current government rate from Bryan to the conference location.

Please make check payable to:

The Management Connection, Inc.
4444 Carter Creek Parkway, Suite 110
Bryan, Texas 77802
EIN: 06-1685067

We appreciate our relationship with you and the City of Hutto and look forward to each opportunity to serve as your professional facilitators.

Committed to your leadership,

Joe M. Gonzalez
Chief Executive Officer

AGENDA ITEM REPORT

9.9.



To: City Council
Subject: Consideration and possible action on Resolution R-2022-100 of the City Council of the City of Hutto, Texas, authorizing the Bojorquez Law Firm to serve as general counsel for Tax Increment Reinvestment Zones created by the City and authorizing the City Manager to execute the engagement agreement; and providing an effective date. (Legal)
Meeting: Thursday, November 17, 2022
Department: Legal /
Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

This resolution would authorize the City Manager to execute an addendum to the City's legal services agreement with the Bojorquez Law Firm, PC, for the firm to provide legal representation for Tax Increment Reinvestment Zones (TIRZ) created by the City of Hutto, including TIRZ No. 1, TIRZ No. 2, and, if created, TIRZ No. 3.

The firm's provision of legal services to the TIRZ entities is conditioned upon (i) the consent of each TIRZ Board of Directors, respectively, and (ii) the execution of separate interlocal agreements between the City and each TIRZ providing for reimbursement to the City from the TIRZ of the costs of providing such legal services to the TIRZ. The consent of each TIRZ Board and the interlocal agreements will be addressed in subsequent TIRZ Board and Council meetings.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

AGENDA ITEM REPORT

9.9.



RESOLUTION NO. R-2022-__

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING AN ADDENDUM TO THE CITY'S
AGREEMENT WITH THE BOJORQUEZ LAW FIRM, PC,
FOR PROVIDING LEGAL SERVICES TO THE TAX
INCREMENT REINVESTMENT ZONES CREATED BY
THE CITY; AUTHORIZING THE CITY MANAGER TO
EXECUTE THE ADDENDUM; PROVIDING PROPER
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the City Council desires to enter into an addendum to legal services agreement ("Addendum"), attached as Exhibit A and incorporated by reference, between the City of Hutto, Texas ("City"), and the Bojorquez Law Firm, PC, ("Firm") for the Firm to provide legal representation for the Tax Increment Reinvestment Zones ("TIRZ") created by the City; and

WHEREAS, the City Council desires to authorize the Firm to act as general counsel for the related TIRZ entities upon (i) the consent of each TIRZ Board of Directors, respectively, and (ii) the execution of separate interlocal agreements between the City and each TIRZ providing for reimbursement to the City from the TIRZ of the costs of providing such legal services to the TIRZ; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Addendum, attached as Exhibit A, on behalf of the City.

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 City Manager to execute the Addendum, 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 17th day of November, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

APPROVED AS TO FORM:

By:_____
Dorothy Palumbo, City Attorney

12325 Hymeadow Drive
Suite 2-100
Austin, Texas 78750



Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

November 14, 2022

James Earp
City Manager
City of Hutto
500 West Live Oak Street
Hutto, Texas 78634

ADDENDUM TO STANDARD TERMS OF ENGAGEMENT: *Legal Services regarding TIRZ*

Mr. Earp:

I am pleased to provide you with this Addendum to the current *Standard Terms of Engagement* for retaining our law firm to serve as *City Attorney* for the City of Hutto.

In addition to other municipal law matters that may arise, we agree to provide legal services to the City of Hutto regarding the following Tax Increment Reinvestment Zones (TIRZ), which are created by the City of Hutto:

- The Co-Op District TIRZ No. 1, as may be amended;
- The Sports & Health District TIRZ No. 2, as may be amended; and
- The Hutto Megasite TIRZ No. 3, if created and as may be amended.

We agree to act as general counsel for and provide legal services to these related TIRZ entities upon (i) the consent of each Board of Directors, respectively, and (ii) the execution of separate interlocal agreements between the City and each TIRZ providing for reimbursement to the City from the TIRZ of the costs of providing such legal services to the TIRZ.

The City of Hutto hereby acknowledges our firm's full and complete disclosure of the potential for Conflicts of Interest to arise and the possibility of disclosing *Confidential or Attorney-Client Privileged Information* or *Attorney Work Product* in the course of our communications with the persons who operate in varied capacities for the City of Hutto and these related TIRZ entities.

The City of Hutto hereby provides its consent for our firm to proceed with providing legal services to both the City of Hutto and these related TIRZ entities.

Hourly rates for this scope of work range from \$105 to \$282.

If the City finds this acceptable, please acknowledge by countersigning and returning this Addendum.

Sincerely,


Alan Bojorquez
Managing Attorney

CITY OF HUTTO:

James Earp
City Manager

AGENDA ITEM REPORT

9.10.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2022-101, authorizing the City Manager to acknowledge an encroachment agreement between Titan Hutto VI, LLC, and Whitethorn Pipeline Company, LLC, that relates to public utility easements held by the City. (Ashley Bailey)
Meeting: Thursday, November 17, 2022
Department: Development Services /
Staff Contact:

BACKGROUND INFORMATION:

Titan Hutto VI, LLC ("Titan") is seeking to develop its property, the Titan Innovation Business Park, at the intersection of Innovation Blvd. and Limmer Loop. Titan is seeking the City's approval of an encroachment agreement relating to the existing pipeline easement held by Whitethorn Pipeline Company, LLC ("Whitethorn"), and the City's various public utility easements located on the property. The encroachment agreement will allow Titan to proceed with development of certain improvements to the property while complying with certain protections for the City and Whitethorn's respective easements, as described in the agreement.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Not applicable to this request

ATTACHMENTS:

RESOLUTION NO. R-2022-__

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
AUTHORIZING THE CITY MANAGER TO
ACKNOWLEDGE AN ENCROACHMENT AGREEMENT
BETWEEN TITAN HUTTO VI, LLC, AND WHITETHORN
PIPELINE COMPANY, LLC, THAT RELATES TO PUBLIC
UTILITY EASEMENTS HELD BY THE CITY; PROVIDING
PROPER NOTICE AND MEETING, AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Titan Hutto VI, LLC (“Titan”) owns a certain tract of land (the “Property”) located in Williamson County, Texas, more particularly described in the Encroachment Agreement (“Agreement”), attached as Exhibit A; and

WHEREAS, Whitethorn Pipeline Company, LLC (“Whitethorn”) holds a certain right of way and permanent easement upon, over, under, and through the Property, such right of way and permanent easement being more particularly described in the Agreement; and

WHEREAS, the City of Hutto, Texas (“City”), holds certain public utility easements upon, over, under, and through the Property for the public use, such public utility easements being more particularly described in the Agreement; and

WHEREAS, Titan desires to construct certain improvements on the Property, including a driveway, ditch flowline and trickle channel, water lines, and electric and communication conduits, as more fully described in the Agreement, and the construction of such improvements will encroach on the easements held by Whitethorn and the City; and

WHEREAS, Titan desires to obtain the consent of Whitethorn and the City to encroach on their respective easements, subject to the terms of the Agreement; and

WHEREAS, the City Council finds it is in the best interests of the City to protect its interest in its easements through this Agreement while allowing the limited encroachment to provide for further development of the Property; and

WHEREAS, the City Council finds that the benefits to be derived by the City and the public from this Agreement outweigh the expected limited impacts of the encroachment on the public’s use of and benefits from the City’s easements; and

WHEREAS, the City Council desires to authorize the City Manager to acknowledge the Agreement, attached as Exhibit A.

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

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

Section 2: That the Hutto City Council hereby approves and authorizes the City Manager to acknowledge 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 17th day of November 2022.

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

APPROVED AS TO FORM:

By:_____
Dorothy Palumbo, City Attorney

EXHIBIT A
ENCROACHMENT AGREEMENT

ENCROACHMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Encroachment Agreement (“Agreement”) is made and entered into by and between WHITETHORN PIPELINE COMPANY LLC (hereinafter referred to as “Company”) whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 1100 Louisiana Street, Houston, Texas 77002-5227, and TITAN HUTTO VI, LLC (“Landowner”) whose physical address is 4903 Woodrow Unit A, Austin Texas 78756, upon the following terms and conditions:

WITNESSETH:

WHEREAS, Landowner owns a certain tract of land located in Williamson County, Texas and more particularly described as follows:

Being a tract of land containing 14.982 acres situated in the Martin Strouse Survey, Abstract No. 587, Williamson County, Texas; said tract of land being more particular described as Lot 2, Block 1, of TITAN INNOVATION BUSINESS PARK PHASE II LOT 2, BLOCK 1, a subdivision in Williamson County, Texas, according to the map or plat recorded in Document Number 2022050077, Official Public Records, Williamson County, Texas (the “Property”);

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Permanent Easement Agreement from Roberto Maldonado and wife, Mary Ann Maldonado to Enterprise Crude Pipeline, LLC dated May 17, 2017 and recorded in Document Number 2017045497 in the Official Public Records of Williamson County, Texas (the “Easement”);

WHEREAS, the City of Hutto (hereinafter referred to as “City”), whose address is 500 W Live Oak Street, Hutto, Texas 78634, holds certain public utility easements upon, over, under and through the Property for the public use forever, as described and depicted in the map or plat recorded in Document Number 2022050077, a water line easement dated August 5, 2011, and recorded in Document Number 2011068981, and a wastewater line easement dated September 29, 2011, and recorded in Document Number 2011066294, Official Public Records, Williamson County, Texas (collectively, the “Public Utility Easement”); and

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as LID C129 – (24”) Midland to Sealy pipeline (the “Pipeline”; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the “Facilities”) that runs through the Property pursuant to the Easement;

WHEREAS, Landowner desires to construct a thirty (30) foot wide concrete driveway and approach, ditch flowline with trickle channel, a two (2) inch water line, a six (6) inch water line, a twelve (12) inch water line, a four (4) inch electric conduit, and two (2) four (4) inch communication conduits, as shown on the plans dated October 2021 and attached hereto as Exhibit “A” and made apart hereof, over/under/across the Pipeline, which will encroach on the Easement and the Public Utility Easement (the “Encroachment”);

WHEREAS, Landowner desires to obtain Company’s consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment; and

WHEREAS, Landowner desires to obtain the City’s consent to encroach on the Public Utility Easement; and

WHEREAS, the City is willing to permit the Encroachment, subject to Landowner’s compliance with all applicable City of Hutto ordinances and regulations, the terms and conditions of the Public Utility Easement, as stated in the plat notes as recorded in Document Number 2022050077, the rights and privileges granted to the City in the water line easement dated August 5, 2011, and recorded in Document Number 2011068981 and the wastewater line easement dated September 29, 2011, and recorded in Document Number 2011066294, the requirements as stated in the plan notes in Exhibit A, including but not limited to the requirement to schedule a pre-construction meeting with the City and engineer at least seventy-two (72) hours prior to starting any work within the City’s right of way, and the terms and conditions hereinafter stated..

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within

the Easement will require 48 hours (two working days) prior notice to Texas One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and Landowner acknowledges that Company's representative shall have full authority to stop any of Landowner's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

4. **The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):**

WARNING!

HIGH PRESSURE PIPELINE(S)

Excavation and/or Construction Prohibited without Prior Written Permission From
Whitethorn Pipeline Company LLC

5. **Construction Parameters (continued):** No equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth. Any excavation within eighteen (18) inches plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No vibratory compaction equipment is allowed within the Easement. Landowner's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, Landowner shall adjust the Encroachment accordingly at no expense to Company. A minimum of three (3) feet of stable soil cover must be maintained over the Pipeline.

6. **Driveway, Ditch Flowline, and Other Paved Areas:** Driveway pavement should not exceed thirty (30) feet in width. Driveway pavement should consist of minimum six (6) inch thick concrete over eight (8) inch compacted base material. Landowner will maintain a minimum of four (4) feet final cover between the top of the Pipeline and the top of the driveway surface(s). Ditch flowline bottom should not exceed four (4) feet in width. Landowner will maintain a minimum of four (4) feet final cover between the top of the Pipeline and the bottom of the ditch flowline. Landowner shall be responsible for all future damage to the concrete driveway, ditch, and appurtenances including their replacements or restorations in the event that Company, or its designee, must access the Pipeline and/or associated Easement to perform routine or emergency maintenance. For rigid driveway surfaces, Landowner will install expansion joints every ten (10) feet to fifteen (15) feet over the entirety of the Easement.

7. Placement of Fill: Landowner understands placement of fill within the Easement shall not impede natural overland storm water sheet flow and shall allow for positive drainage sheet flow across Easement and no ponding of storm water. In addition, ease of access should be considered when the need arises to traverse along the Easement across the gravel roads. It is recommended that Landowner coordinate with Company representative when placing additional fill and base material to be pushed over the Pipeline before compacting.

8. Underground Pipelines and Utilities: All underground pipelines and utilities will be installed under the Pipeline. Landowner will install the two (2) inch water line, six (6) inch water line, twelve (12) inch water line, four (4) inch electric conduit, and the two (2) four (4) inch communication conduits by open excavation in such a way that a minimum vertical separation of twenty-four (24) inches between the bottom of the Pipeline and the top of Landowner's aforementioned utilities is maintained. In coordination and at the discretion of the Company representative, Landowner shall provide adequate pipeline support at minimum every fifteen (15) feet of unsupported span when exposing the Pipeline via open excavation. Open excavation should be performed in such a manner that allows for safe manned entry in accordance with OSHA standards. Company reserves the right to inspect and possibly recoat the Pipeline upon exposure. Foreign utilities crossing Company's Pipeline should include warning tape in accordance with the American Public works Association (APWA) Uniform Color Code, above the foreign utility, twelve (12) inches below ground and shall extend at least twenty (20) feet each direction measured from the crossing point. Foreign utility post markers at Easement edges shall be placed by the Landowner if the utility line installed crosses under the Pipeline with less than 4 feet vertical separation from the outer edge of the Pipeline. Foreign metallic pipe crossings will be subject to a cathodic protection interference study and require full cooperation from Landowner to ensure that the cathodic protection system is operating properly. If interference is detected, Landowner shall work diligently towards remediation. Foreign metallic pipe crossings shall be coated with a non-conductive coating for the full width of the Easement. Buried electrical cables shall be installed in a rigid non-metallic conduit in accordance applicable national electric codes and shall cross below the Pipeline with minimum clearances of twenty four (24) inches for zero (0) volts to six hundred (600) volts and thirty six (36) inches for over six hundred (600) volts. For underground electrical lines, Landowner shall provide and install Buried Cable Marker to alert employees and contractors to the presence of buried electric and fiber optic cables. The marker shall be with bright graphics and bold lettering that indicates the presence of underground cables and urge diggers to call 811 or a custom number before digging.

9. Heavy Equipment: Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever Landowner will cross the Pipeline and/or Easement with heavy equipment, Landowner will place eight (8) inch thick timber matting or other suitable material over the Pipeline and/or Easement as determined by Company representative. All parallel movement of heavy equipment shall maintain a safe working distance of five (5) feet horizontally away from the edge of the Pipeline so as not to impose any additional stress on the Pipeline. Company requires minimum three (3) feet of

stable soil cover above the Pipeline at locations where construction activities with CAT D10 Dozer require crossing over the Pipeline.

10. Excavated Material: Excavated material will not be placed over the Pipeline. Landowner agrees to clean up and repair all damages to the Easement and/or the Public Utility Easement resulting from the work on or across the Easement or the Public Utility Easement. Any and all damage repairs and cleanup of the Easement or the Public Utility Easement will be subject to Company's or City's acceptance, respectively, which acceptance shall not be unreasonably withheld or delayed.

11. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than eighteen (18) inches. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

12. No Interference: Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 14, Landowner shall promptly reimburse Company for its reasonable costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

13. INDEMNIFICATION

(A) GENERAL INDEMNITY: EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE (AS DEFINED IN PARAGRAPH (B) BELOW), LANDOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") COMPANY, ITS AFFILIATES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES (COLLECTIVELY "CLAIMS"), FOR BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ITS RESPECTIVE AGENTS, CONTRACTORS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS

LANDOWNER IS LIABLE (EACH A “LANDOWNER PARTY”). LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (A) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE; BUT THE INDEMNIFIED PARTIES SHALL NOT BE ENTITLED TO INDEMNIFICATION UNDER THIS PARAGRAPH (A) FOR ANY CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THIS AGREEMENT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES LANDOWNER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN LANDOWNER OR ITS AGENTS, EMPLOYEES OR CONTRACTORS OF ANY TIER.

(B) INDEMNITY FOR EMPLOYEE CLAIMS: LANDOWNER AGREES TO AND SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF (i) LANDOWNER, (ii) ANY OTHER LANDOWNER PARTY OR (iii) THEIR RESPECTIVE AGENTS (COLLECTIVELY “EMPLOYEE” FOR THE PURPOSE OF THIS SECTION), ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY ANY LANDOWNER PARTY OR EMPLOYEE. LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (B) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.

14. Reimbursement: If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost that in any manner directly relates to Company’s operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, “Easement Operations”), Landowner agrees to reimburse Company for any and all such reasonable costs that would not have been incurred but for the existence of the Encroachment. Landowner hereby releases

Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full.

15. Insurance: Landowner shall maintain (and/or require its contractors to maintain, during the course of work on the Encroachment) insurance of the type, in the amount and under the terms set forth in Exhibit "B" attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to Company upon execution of this Agreement. Company shall be entitled to request and receive copies of all applicable policies and endorsements.

16. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Encroachment and the costs thereof. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

17. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

18. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

19. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon thirty (30) days written notice to Landowner unless such breach has been cured prior to the expiration of such thirty (30) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost

and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

20. Legal Costs: In the event that Landowner breaches any of the terms, covenants, or provisions of this Agreement, and Company retains counsel and/or commences litigation to enforce any provisions of this Agreement and prevails, the reasonably cost of attorneys' fees will be payable to Company by Landowner upon demand.

21. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

22. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. **LANDOWNER AND COMPANY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

23. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

24. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

26. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

27. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

28. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

REMAINDER OF PAGE LEFT BLANK

SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

WHITETHORN PIPELINE COMPANY LLC

By: _____

John F. Sanchez
Agent and Attorney-in-Fact

Date: _____

(LANDOWNER)

TITAN HUTTO VI LLC

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED BY:

(CITY)

CITY OF HUTTO

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on this ____ day of _____, 20__, by John F. Sanchez, Agent and Attorney-in-Fact for Whitethorn Pipeline Company LLC, on behalf of such limited liability company as authorized by its board.

(seal) _____
Notary Public

My Commission Expires: _____

STATE OF §
 §
COUNTY OF §

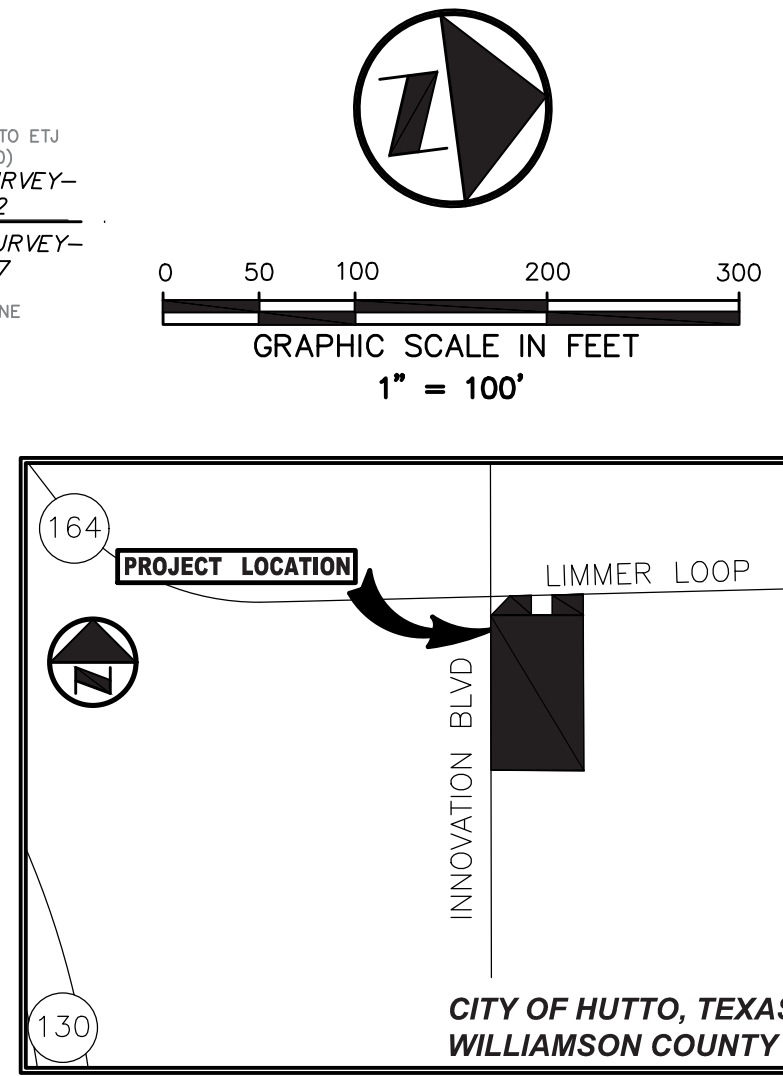
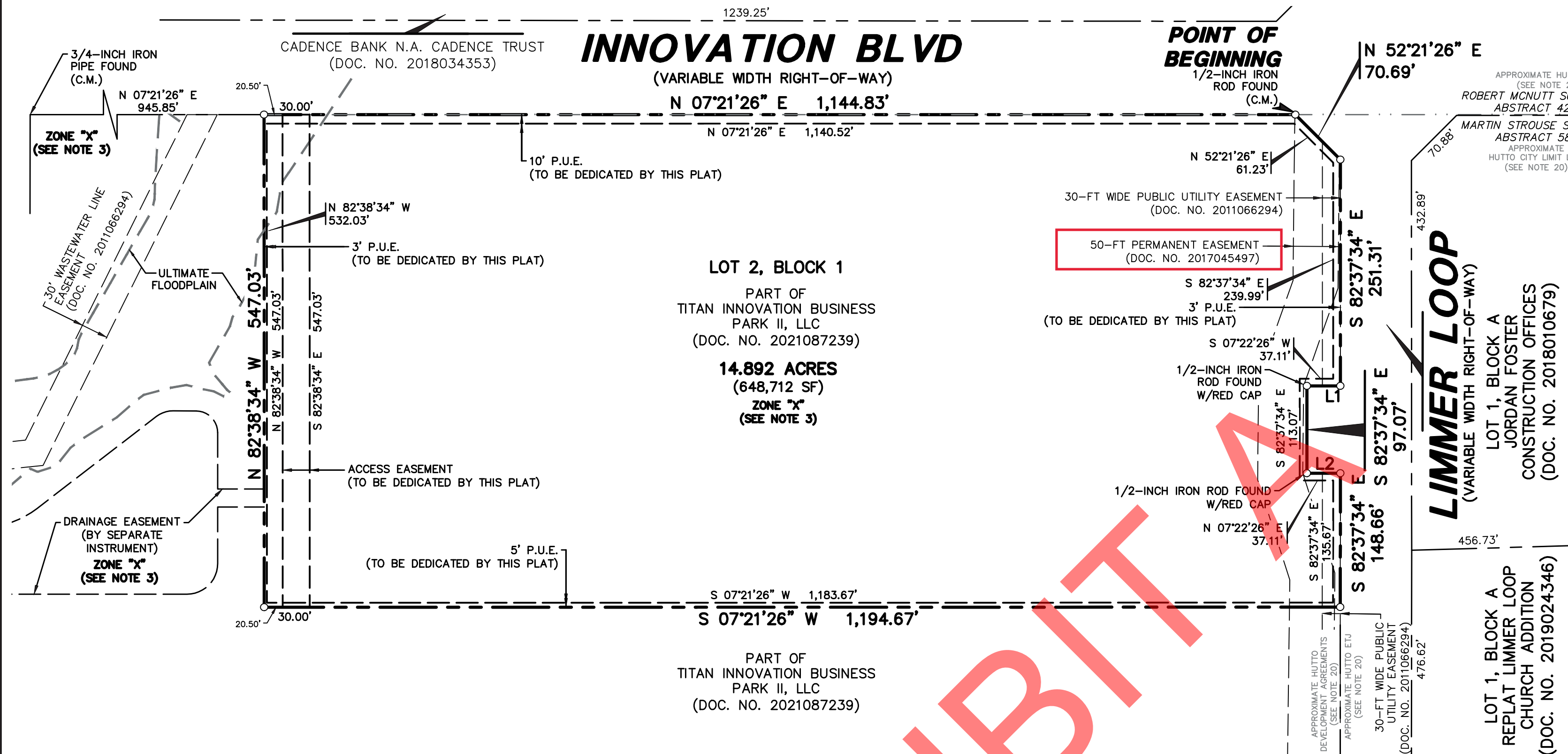
This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as _____ of _____, on behalf of such _____.

(seal) _____
Notary Public

My Commission Expires: _____

Prepared By/Return To:
Whitethorn Pipeline Company LLC
c/o Chris Buckley – Land Department
P.O. Box 4324
Houston, Texas 77210-4324

JNICHOLSON
10/8/2021 9:14 AM
M:\DWG-47\4703-21.339\DWG\SURVEY C3D 2018\4703-21.339FP.DWG



NOTES

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACKS SHALL CONFORM TO UDC REQUIREMENTS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- UTILITY NOTES
 - WITHIN CCN
 - WATER AND WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- FLOODPLAIN NOTES:
 - ULTIMATE FLOODPLAIN
 - NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
 - EXISTING FLOODPLAIN

A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 481047 0515 F, EFFECTIVE DATE DECEMBER 20, 2019 FOR CITY OF HUTTO, TEXAS."
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.

NOTES CONTINUED

- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- A 5' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A 3' P.U.E. IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
SEWER: CITY OF HUTTO
ELECTRIC: ONCOR ELECTRIC DELIVERY
- THE SUBDIVISION WILL BE ZONED INDUSTRIAL.
- THE MAXIMUM IMPERVIOUS COVERAGE PER NON-RESIDENTIAL LOT IS 90%.
- SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
- DETENTION FOR LOT 1, BLOCK 1, SHALL BE PROVIDED ON LOT 2, BLOCK 1 AND PROPOSED POND SHALL BE A DRAINAGE EASEMENT. IMPROVEMENTS SHALL BE CONSTRUCTED BEFORE IMPERVIOUS COVER IS PLACED ON LOT 1.
- ALL STRUCTURES ADJACENT TO THE FLOODPLAIN, EXCEPT FOR DRAINAGE FACILITIES, SHALL HAVE THE LOWEST FINISHED FLOOR AT 2 FEET OR MORE ABOVE THE BASE FLOOD ELEVATION (BFE) OF THE NEARBY CREEK/TRIBUTARY.
- CITY LIMIT AND ETJ LINES ARE APPROXIMATE, INFORMATION PROVIDED WAS OBTAINED FROM CITY OF HUTTO WEBSITE (https://www.huttotx.gov/departments/gis/gis_layers.php), LAST UPDATED ON JANUARY 2021 AND SCALED BY APPLYING A SCALE FACTOR OF 1.00012.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
- DETENTION POND IN LOT 2, BLOCK 1 SHALL BE OWNED BY THE OWNER OF LOT 2, BLOCK 1 AND SHALL BE MAINTAINED BY THE OWNERS OF THE LOT 1 AND 2, BLOCK1.

ENGINEER:
PACHECO KOCH CONSULTING ENGINEERS, INC.
8701 N MOPAC EXWY, SUITE 320
AUSTIN, TEXAS 78759
PH: 512-485-0831
CONTACT: CLAYTON J. STROLLE

SURVEYOR:
PACHECO KOCH CONSULTING ENGINEERS, INC.
7557 RAMBLER ROAD, SUITE 1400
AUSTIN, TEXAS 78759
PH: 972-235-3031
CONTACT: LUIS M. GONZALEZ

DEVELOPER:
TITAN DEVELOPMENT
4903 WOODROW,
AUSTIN, TEXAS 78759
PH: 210-382-3049
CONTACT: EMILIANO Z. GUERRERO

OWNERS:
TITAN INNOVATION BUSINESS
PARK II, LLC
4903 WOODROW, UNIT A
AUSTIN, TEXAS 78759
PH: 210-382-3049
CONTACT: EMILIANO Z. GUERRERO

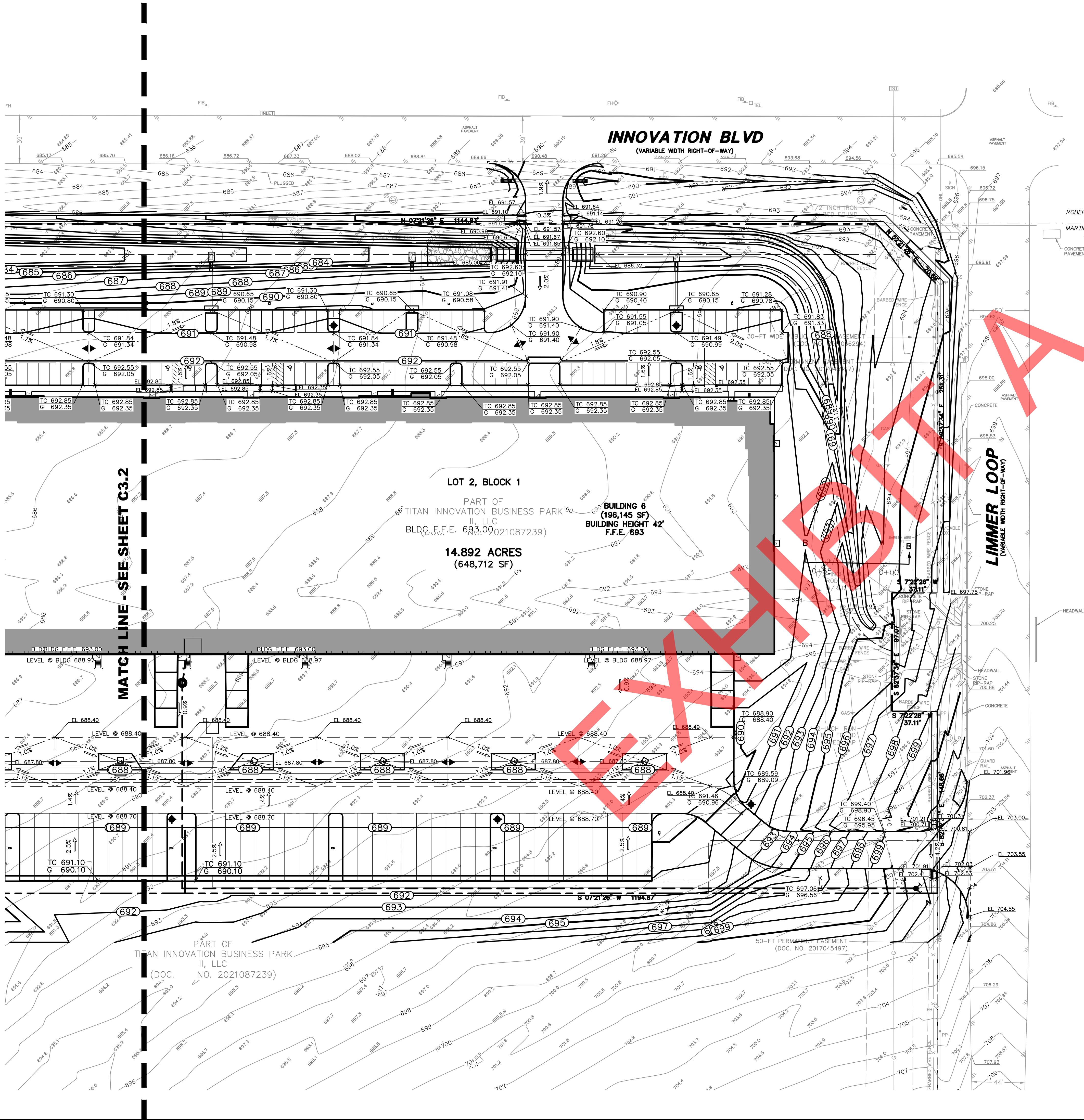
AREA TABLE		
LOT	ACREAGE	SQUARE FEET
LOT 2	14.892	648,712

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 07°22'26" W	37.11'
L2	N 07°22'26" E	37.11'

TITAN INNOVATION BUSINESS PARK PHASE II LOT 2, BLOCK 1

FINAL PLAT
LOCATED IN THE CITY OF HUTTO
AND BEING OUT OF THE
MARTIN STROUSE SURVEY, ABSTRACT NO. 587,
WILLIAMSON COUNTY, TEXAS
SHEET 1 OF 3

Pacheco Koch		7557 RAMBLER ROAD SUITE 1400 DALLAS, TX 75231 972.235.3031 TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-10008000			
DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER	
JAN	LMG	1"=100'	OCT. 2021	4703-21.339	



GRADING & DRAINAGE GENERAL NOTES

1. REFER TO SHEET XX FOR GRADING & DRAINAGE GENERAL NOTES.

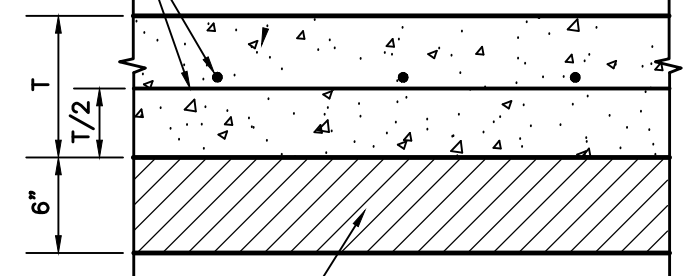


1"=40'

LEGEND

- BOLLARD
- ELECTRIC METER
- POWER POLE
- LIGHT STANDARD
- WATER METER
- WATER VALVE
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- CLEANOUT
- MANHOLE
- TRAFFIC SIGNAL CONTROL
- TRAFFIC SIGNAL POLE
- TELEPHONE BOX
- FLOOD LIGHT
- FLAG POLE
- TRAFFIC SIGN
- 1/2-INCH IRON ROD
- W/PACHICO KOCH" CAP SET
- CONTROLLING MONUMENT
- PROPERTY LINE
- FENCE
- OVERHEAD UTILITY LINE
- EXIST CONTOUR
- EXIST SPOT ELEVATION
- EXIST TOP OF CURB ELEVATION
- EXIST GUTTER ELEVATION
- PROPOSED CONTOUR
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED GUTTER ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED TOP OF WALL ELEVATION
- PROPOSED GROUND ELEVATION
- AT BOTTOM OF WALL
- MATCH EXISTING GRADE
- PROPOSED SWALE
- PROPOSED GRADE BREAK
- PROPOSED DRAINAGE FLOW DIRECTION
- PROPOSED 100-YR FLOODPLAIN LIMITS

NO. 3 BARS ON 24" CTRS.
BOTH WAYS ON PARKING
AREAS AND FIRE LANES.
NO. 3 BARS ON 18" CTRS.
BOTH WAYS ON TRUCK
AREAS.



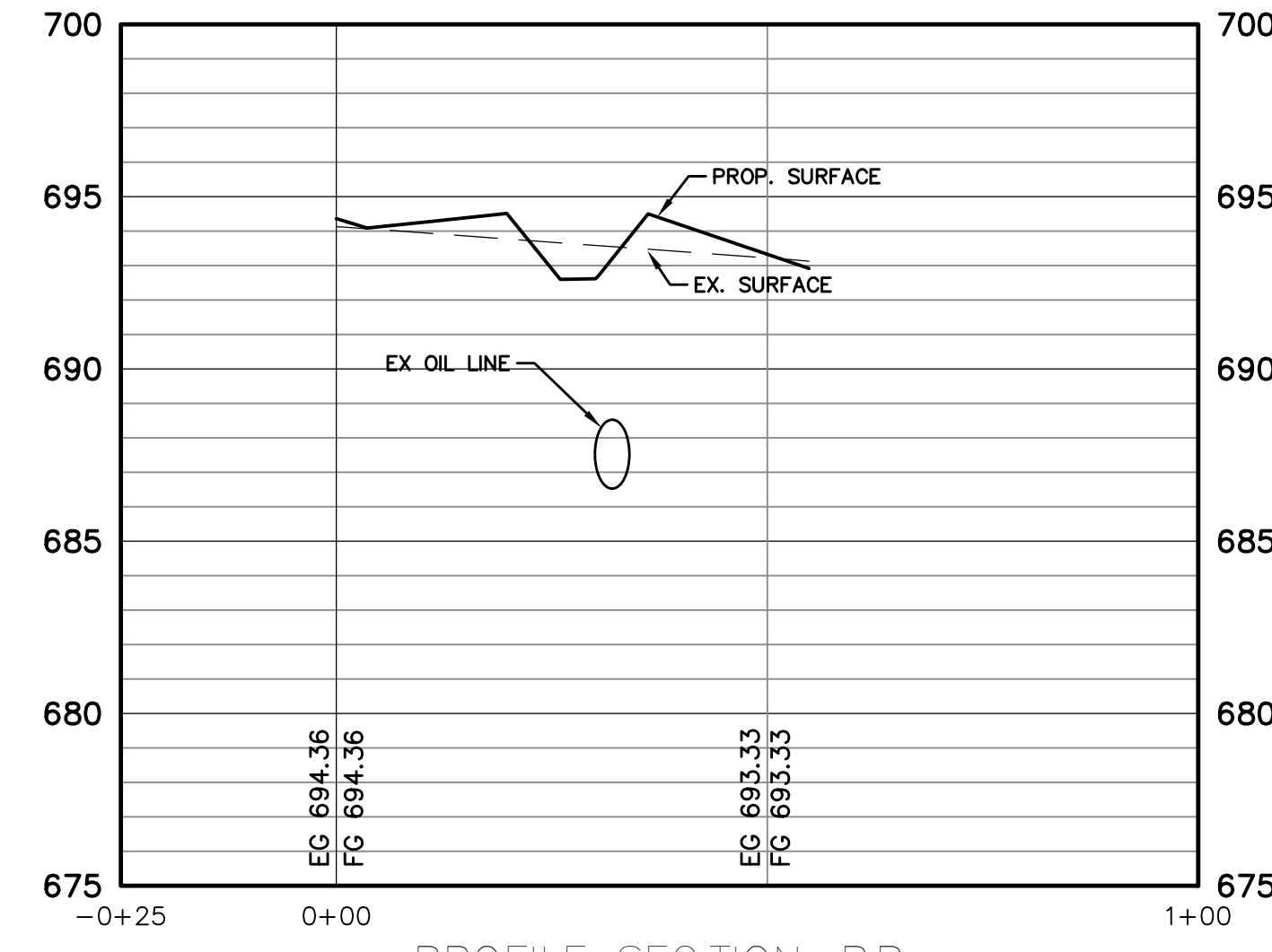
SCARIFY AND COMPACT SUBGRADE
BETWEEN 95% AND 98 % MAX. DRY
DENSITY (STD. PROCTOR USING
SHEEP'S FOOT ROLLER) AT A
MOISTURE CONTENT BETWEEN +2%
AND +3% ABOVE OPTIMUM.

NOTE:
REFER TO GEOTECH REPORT FOR
FURTHER INFORMATION.

T = 5" PARKING AREAS
T = 6" FIRE LANES
T = 7" TRUCK AREAS

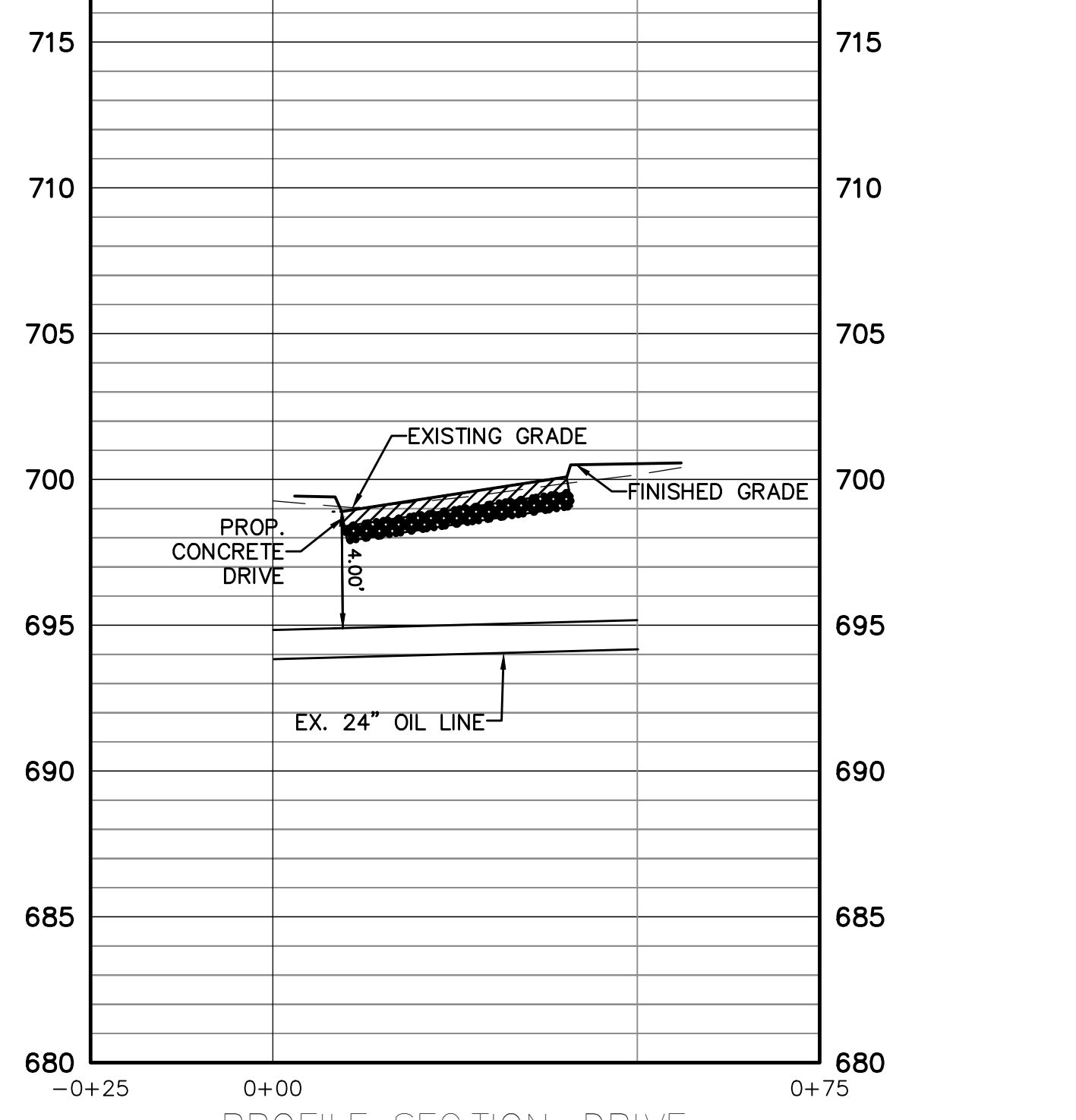
CONCRETE PAVEMENT SECTION

NOT TO SCALE



PROFILE SECTION-BB

SCALE: H: 1"=20'
V: 1"=5'



PROFILE SECTION-DRIVE

SCALE: H: 1"=20'
V: 1"=5'

Pacheco Koch

8701 N. MOPAC EXPY, SUITE 320
AUSTIN, TX 78759
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

REVISIONS	DESCRIPTION	BY
NO.	DATE	

HUTTO BUILDING 6
1453 INNOVATION BLVD
HUTTO, TEXAS

GRADING PLAN SHEET 1 OF 2

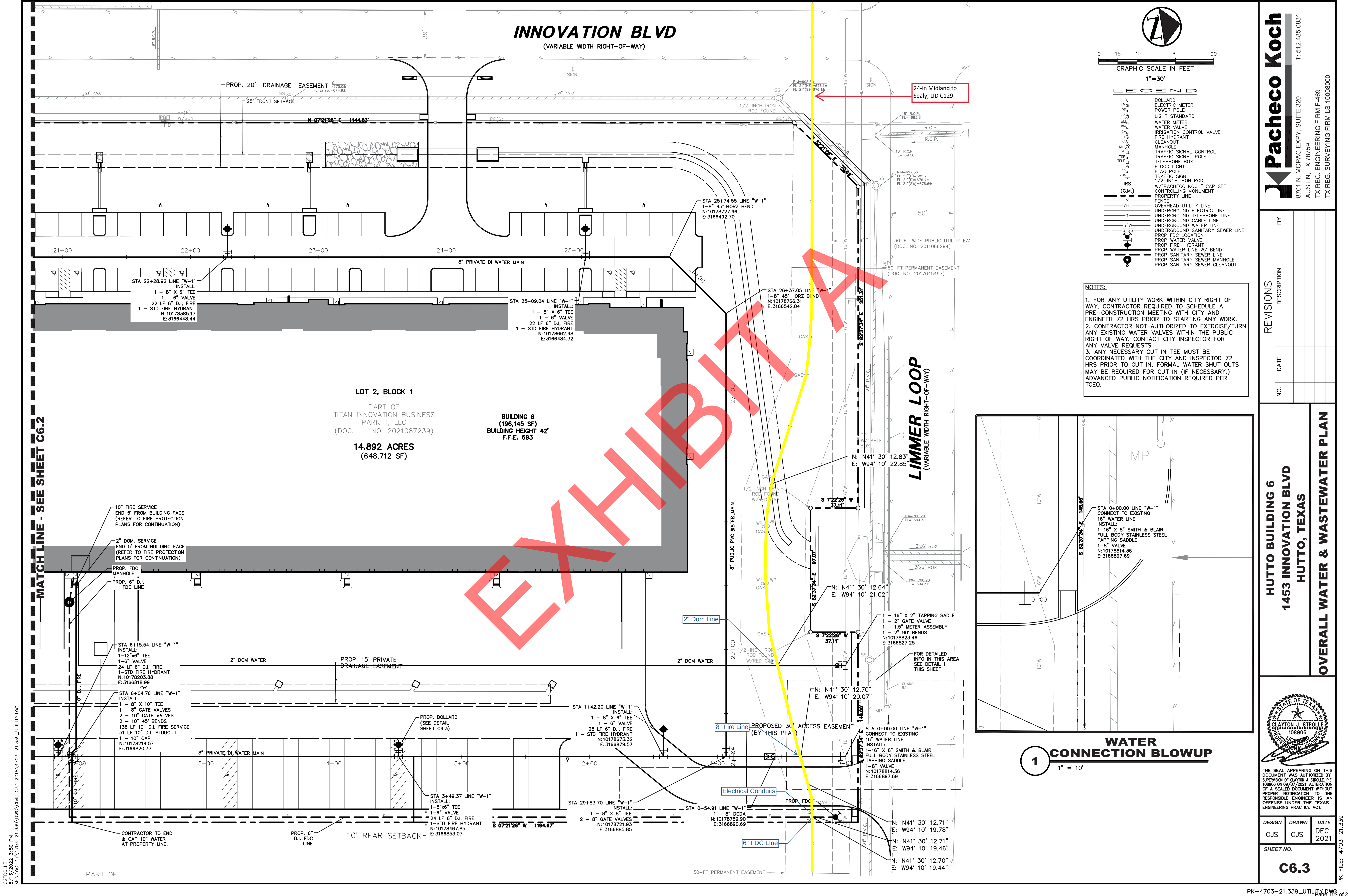


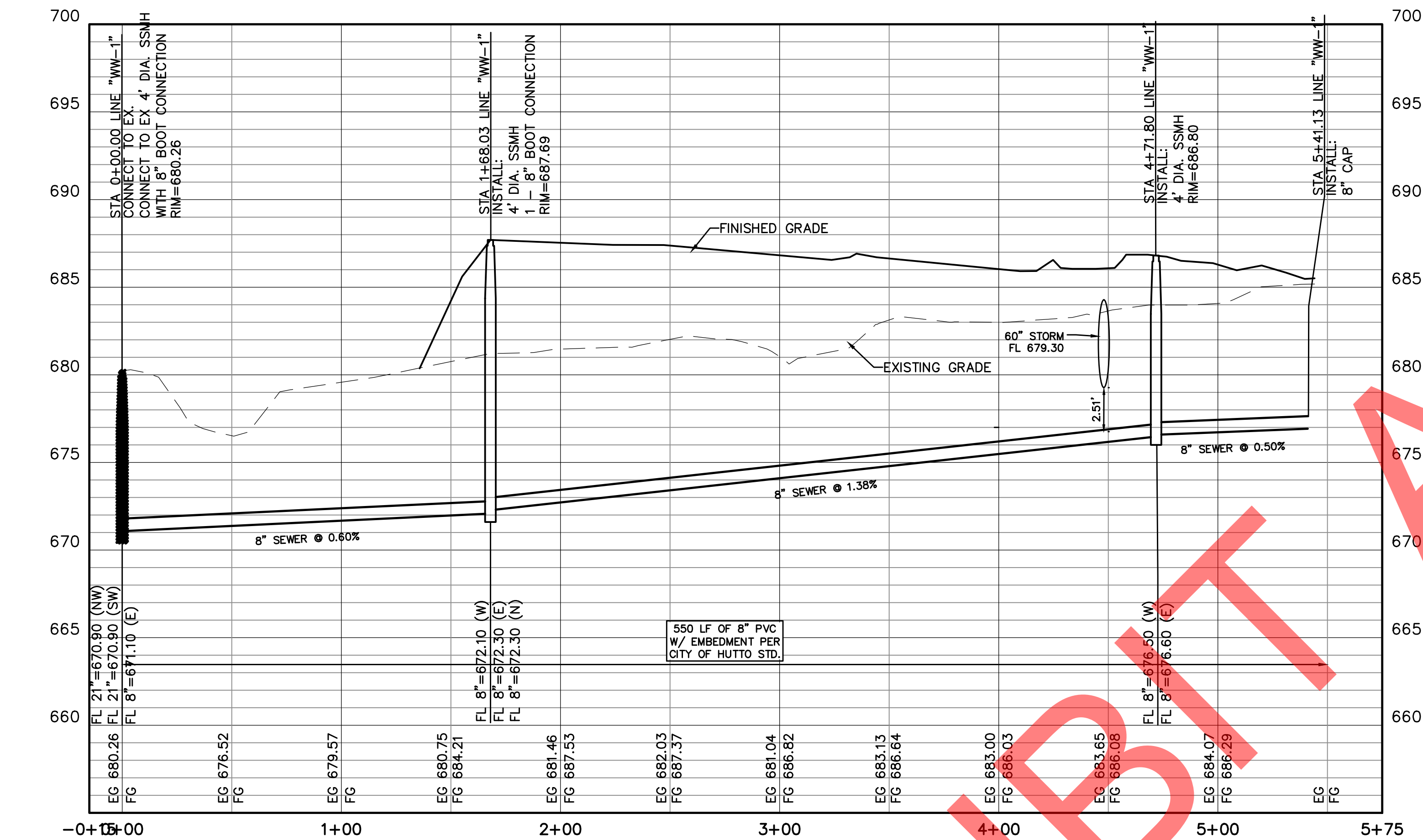
THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY
SUPERVISOR OF CLAYTON J. STROLLE, P.E.
108906 ON 09/07/2021. ALTERATION
OF A SEALED DOCUMENT WITHOUT
PROPER NOTIFICATION TO THE
RESPONSIBLE ENGINEER IS AN
OFFENSE UNDER THE TEXAS
ENGINEERING PRACTICE ACT.

DESIGN	DRAWN	DATE
CJS	CJS	DEC 2021

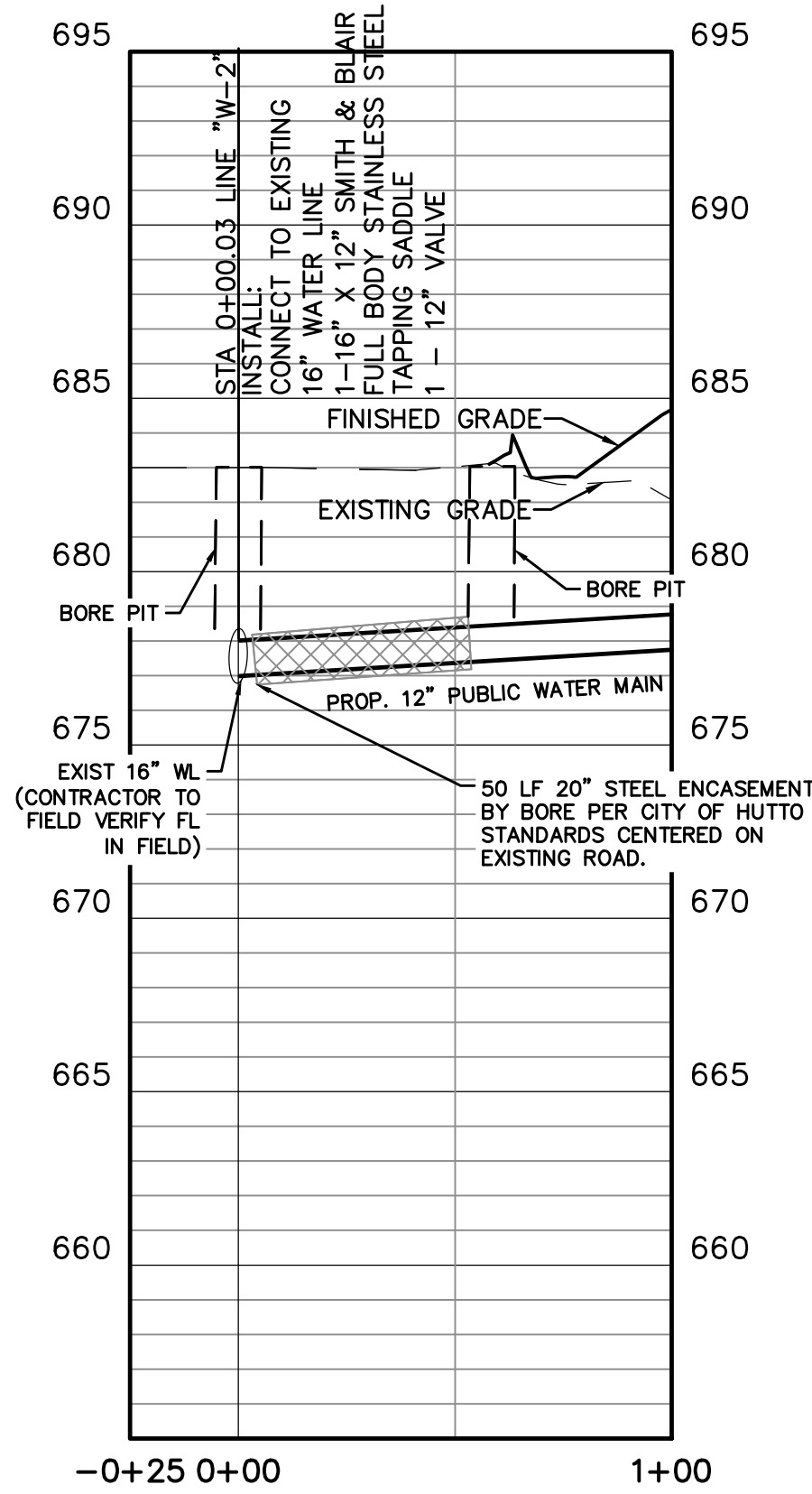
SHEET NO.

C3.3

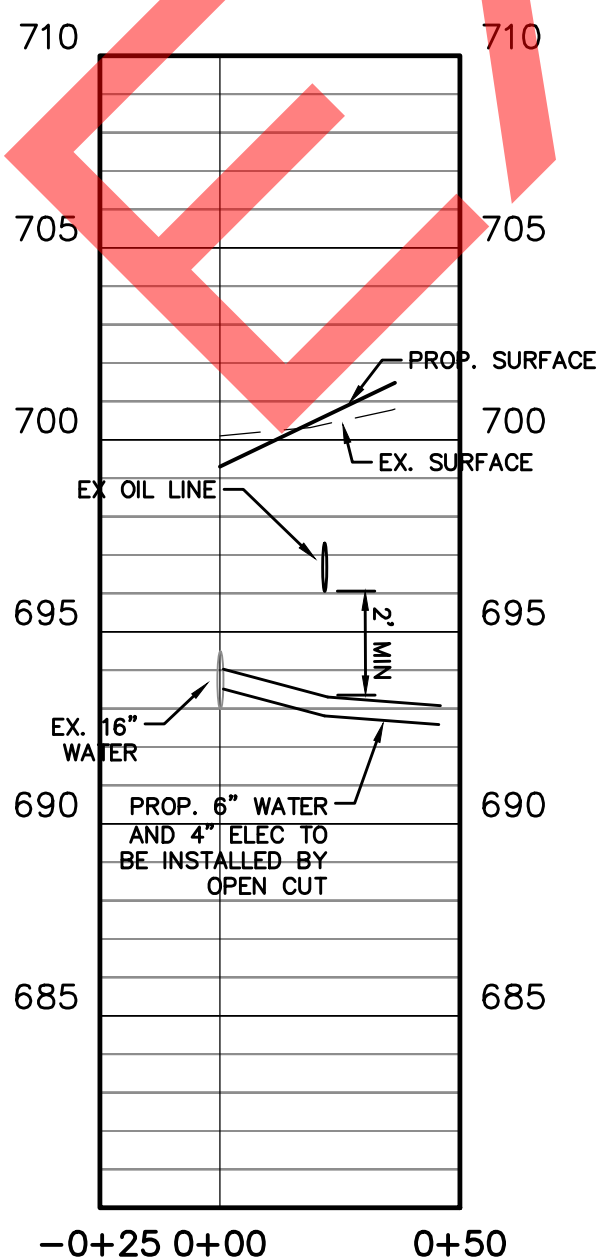




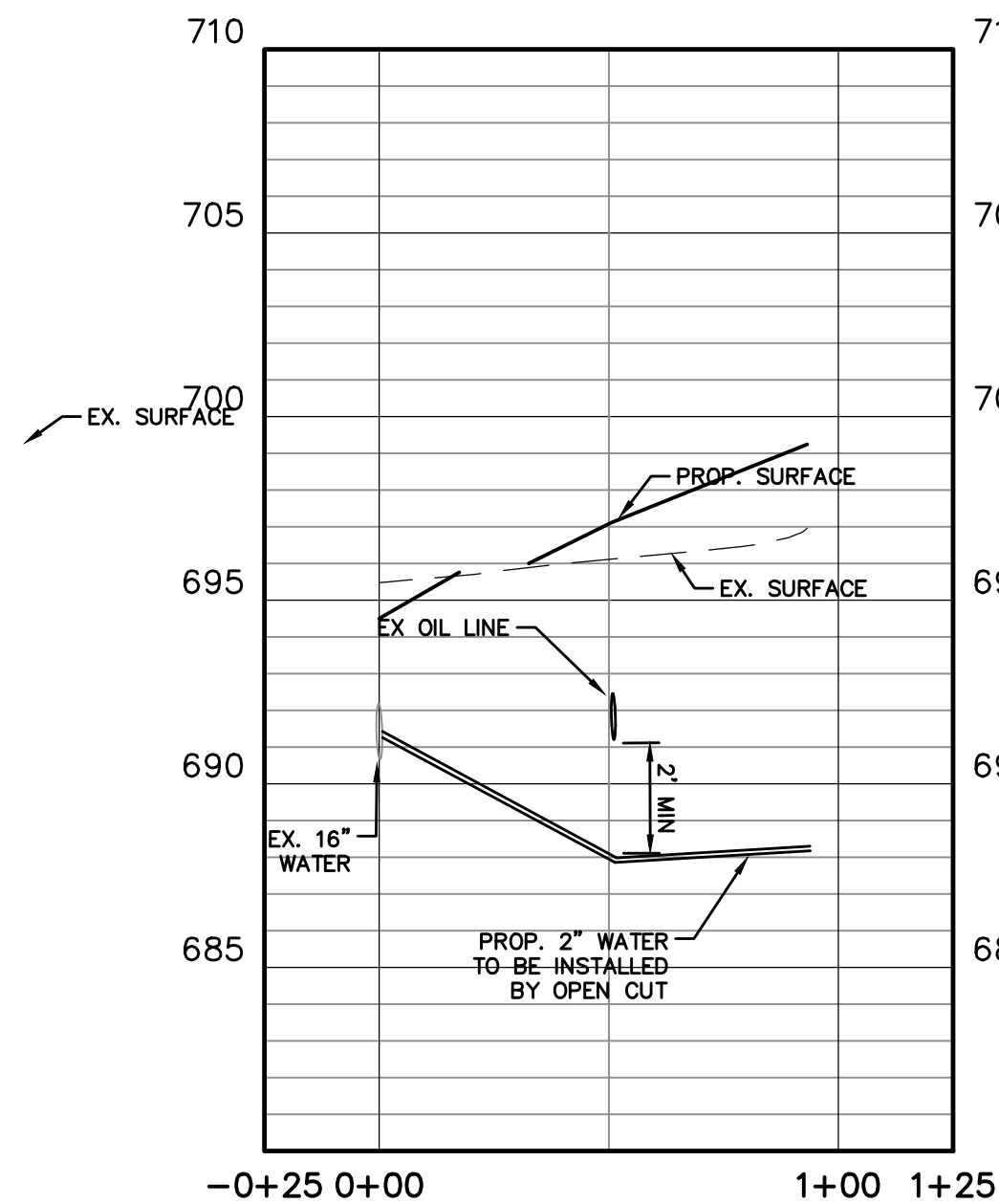
CITY OF HUTTO PUBLIC 8" WW EXTENSION



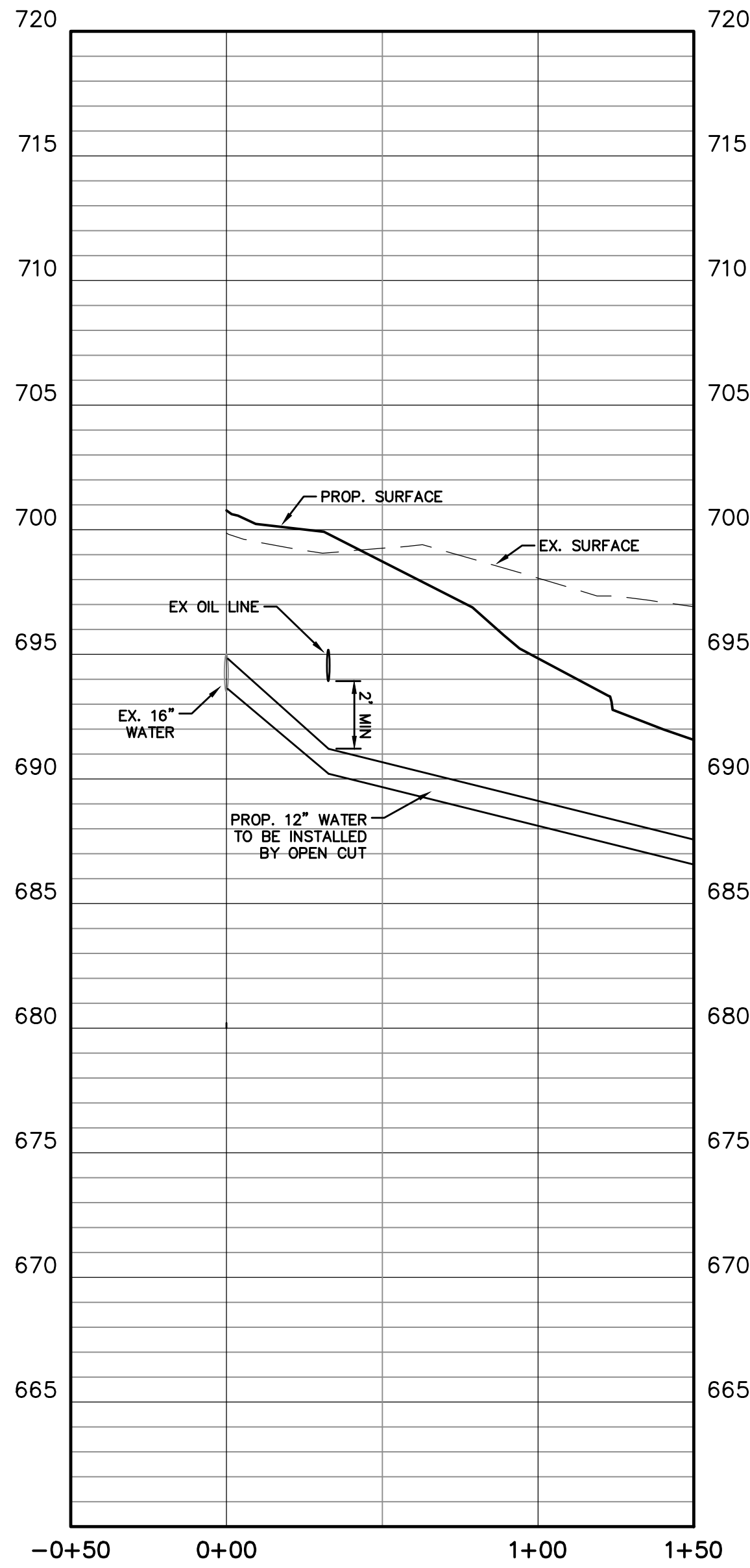
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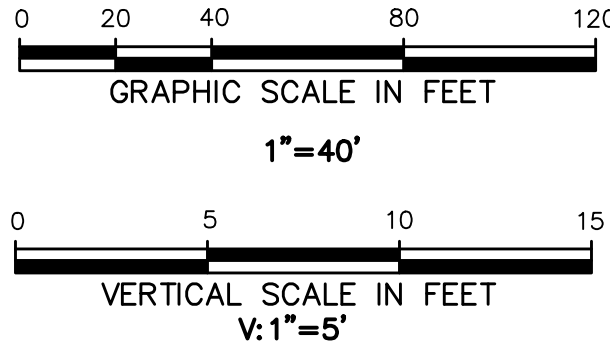
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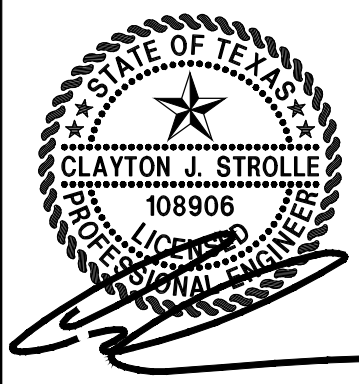
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PROFILE: W-1



REVISIONS		DESCRIPTION	BY
NO.	DATE		



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SUPERVISOR OF CLAYTON J. STROLL, P.E. 108906 ON 09/07/2021. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

DESIGN	DRAWN	DATE
CJS	CJS	DEC 2021

EXHIBIT “B”

Insurance Requirements

- A. Landowner agrees to procure and maintain, and shall require all Contractors to procure and maintain, insurance coverages in the kinds and amounts, and with deductibles reasonably acceptable as set forth below:
- (i) Worker’s Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker’s compensation acts applicable to the state, territory or district of hire, supervision or place of accident.
 - (ii) Employer’s Liability Insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
 - (iii) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of \$1,000,000 per occurrence (\$2,000,000 Aggregate) on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal injury, explosion, blanket contractual liability and sudden and accidental pollution liability.
 - (iv) Business Automobile Liability Insurance covering all owned, non-owned, leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the performance of this Agreement, with limits of not less than \$1,000,000 combined single limit.
 - (v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in subsections ii, iii and iv above.
- B. All required insurance shall:
- (i) except Worker’s Compensation or Employer’s Liability insurance, name Company, its directors, employees, agents and representatives (collectively, the “Company Indemnified Parties”) as an additional insured;
 - (ii) not contain exclusions for claims arising out of the negligence of any Company Indemnified Parties as an additional insured; and
 - (iii) be endorsed as primary and non-contributing to any other insurance policies carried by Company with respect to Landowner’s operations.
- C. Except where prohibited by law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by Landowner or any Contractor, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Company Indemnified Parties.
- D. Landowner shall:
- (i) simultaneously with its execution of this Agreement, provide to Company Certificates of Insurance for itself and each of its Contractors on a standard ACORD form signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein for Company and each entity required to be named as an additional insured herein; and
 - (ii) deliver, or require to be delivered, to Company a renewal certificate not less than ten (10) days before policy expiration.

AGENDA ITEM REPORT

10.1.



To: City Council

Subject: Public hearing, discussion, and possible action and approval of the first reading of an ordinance to create Hutto Megasite Tax Reinvestment Zone Number Three, (the "Zone"), for the purpose of promoting redevelopment within the corporate limits of the City of Hutto, providing for the expiration and duration of the Zone, the Board of Directors, the Tax Base and Tax Increment, and TIF Fund. (Legal)

- Public Hearing

a. Consideration and possible action on Ordinance No. O-2022-054 dispensing with second reading in accordance with Hutto City Charter Section 3.13.

Meeting: Thursday, November 17, 2022

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

On November 3, 2022, the City Council approved Resolution No. R-2022-091, which authorized the publication of the notice for the public hearing to create TIRZ No. 3. The notice was published on November 9, 2022. The Council must hold the public hearing, receive testimony, and close the public hearing to allow all interested persons to speak for or against the designation of TIRZ No. 3.

After the public hearing is closed, the Council may by ordinance designate a contiguous area as a tax increment reinvestment zone. The Ordinance creating TIRZ No. 3 was prepared in accordance with the provisions of Chapter 311 of the Texas Code, as amended (the "Tax Increment Financing Act"). The creation of TIRZ No. 3 will generate necessary revenues to finance public infrastructure and other improvements to attract quality development including industrial, manufacturing, datacenter, and warehouse projects. The Ordinance includes the preliminary project and financing plans, and among other things, provides for all the following: boundaries of TIRZ No. 3; expiration date for the zone of November 17, 2047; Board of Directors; and establishing a Tax Increment Fund for collecting and expending the tax increment revenues on eligible projects.

The revenues to be collected are solely limited to the City's portion of the tax increment, which is fifty (50) percent of the real property taxes generated within TIRZ No. 3. It is anticipated that that County will participate. It is anticipated that the project and financing plans for TIRZ No. 3 will be presented to the Board of Directors of the TIRZ in the immediate future for approval. After the Board's consideration and possible action, the project and financing plans will be presented to the City Council for consideration and possible action at a regularly scheduled meeting.

AGENDA ITEM REPORT

10.1.



SUMMARY OF REQUEST:

STAFF REVIEW:

Staff recommends that the City Council approve the Ordinance creating TIRZ No. 3 as presented.

FISCAL NOTES:

ATTACHMENTS:

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF HUTTO, TEXAS, CREATING HUTTO MEGASITE TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, ESTABLISHED PURSUANT TO CHAPTER 311, OF THE TEXAS TAX CODE, AS AMENDED; PROVIDING FOR EFFECTIVE AND EXPIRATION DATES AND BOUNDARIES, CREATING A BOARD OF DIRECTORS, CREATING A TAX BASE AND TAX INCREMENT AND TIF FUND FOR THE HUTTO MEGASITE TAX INCREMENT REINVESTMENT ZONE NUMBER THREE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended, (the “Act”), the City of Hutto, Texas (“City”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality may by ordinance designate a contiguous geographic area within the City as a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous area in the City which is more particularly described in Exhibit “A” Boundary Description and Exhibit “B” Boundary Map of this Ordinance (the “Zone”) through the creation of a reinvestment zone as authorized by and in accordance with the Act; and

WHEREAS, pursuant to and as required by the Act, the City prepared a Preliminary Project Plan and Financing Plan for Hutto Megasite Tax Reinvestment Zone Number Three for the proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of a public hearing was published in a newspaper having general circulation in the City on November 9, 2022, which date is before the seventh (7th) day before the public hearing held on November 17, 2022; and

WHEREAS, at the public hearing on November 17, 2022, interested persons were allowed to speak for or against the Preliminary Project Plan and Financing Plan and the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, at the public hearing on November 17, 2022, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of the property in the proposed Zone

were provided a reasonable opportunity to protest inclusion of their property in the Zone, and the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 17, 2022, in favor of creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 17, 2022; and

WHEREAS, the City has taken all actions required to create the Zone including but not limited to all actions required by the Hutto Home Rule Charter and the Texas Open Meeting Act and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential is less than 30 percent; and

WHEREAS, a Preliminary Project and Financing Plan has been prepared for the proposed Zone.

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

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

Section 2. Findings: The City Council, after conducting the above-described public hearing and hearing evidence and testimony presented at the hearing, has made the following findings, and determined based on the evidence and testimony presented to the City Council:

- (a) That the public hearing on the creation of the proposed Zone, Hutto Megasite Tax Reinvestment Zone Number Three, has been called, held, and conducted and notice of such hearing has been published as required by law; and
- (b) That the creation of the proposed Zone with boundaries as described in **Exhibits “A” and “B”** will significantly enhance the value of the real property within the Zone and result in benefits to the City its residents and property owners in general and to the property residents and property owners in the Zone; and
- (c) That the creation of the proposed Zone with boundaries as described in **Exhibits “A” and “B”** are hereby accepted and incorporated, herein; and
- (d) That the areas depicted in described in **Exhibits “A” and “B”** are hereby accepted to create the proposed Zone; and
- (e) That the proposed Zone, as defined in **Exhibits “A” and “B”**, meets the criteria for the creation of a reinvestment zone, as set forth in the Act, in that:
 - (1) It is a geographic area located wholly within the city limits of the City; and
 - (2) The City Council further finds and declares that the proposed Zone meets the criteria and requirements of Section 311.005(a)(2) of the Act because the proposed Zone is predominantly open, and because obsolete platting, deterioration of

structures or site improvements, or other factors substantially impair or arrest the sound growth of the City or County.

- (f) Thirty (30) percent or less of the property in the proposed Zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (g) The total appraised value of all taxable property in the proposed Zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, does not exceed fifty (50) percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (h) The improvements in the proposed Zone will significantly enhance the value of all taxable value in the proposed Zone and will be of general benefit to the City or County;
- (i) That the development or redevelopment of the property in the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

Section 3. Designation and Name of the Zone: Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the areas described and depicted in **Exhibits “A” and “B”**, hereto, as a tax increment reinvestment zone. The name assigned for the zone for identification purposed is Hutto Megasite Tax Reinvestment Zone Number Three, herein, referred to as the “Zone”.

Section 4. Board of Directors: A board of directors for the Zone (“Board”) is hereby created. The Board shall consist of seven (7) members comprised of five (5) members appointed by the City Council and two (2) Board members appointed by the County if the County participates in the Zone. Board members’ terms shall serve two (2) year terms that shall commence on the effective date of this ordinance. Each Board member shall meet the qualifications specified by Section 311.009 of the Act, as amended. The City shall appoint one Board member to serve as the chairman of the Board, and the Board may elect a vice chairman and such other officers as the Board sees fit.

The initial Board of Directors shall be comprised of:

- 1. _____, Chairman, to be appointed by the City;
- 2. _____, to be appointed by the City;
- 3. _____, to be appointed by the City;
- 4. _____, to be appointed by the City;
- 5. _____, to be appointed by the City;
- 6. County Commissioner Russ Boles, to be appointed by the County; and
- 7. _____, to be appointed by the County.

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plan to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Act and all other applicable law. Notwithstanding anything to the contrary herein, the Board shall not be

authorized to (i) issue bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain; or (iv) give final approval to the Zone's project and financing plan.

Section 5. Duration of the Zone: The Zone shall take effect immediately upon the passage and approval of this Ordinance consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2047; (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

Section 6. Tax Increment Base and Tax Increment: The tax increment base for the Zone, as defined by Section 311.012(c) of the Act, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2022, which is the year in which the Zone was designated as a reinvestment zone.

The TIF Fund (as defined in Section 7 of this Ordinance) shall consist of: (i) the percentage of the tax increment as defined by Section 311.012(a) of the Act, that each taxing unit which reviews real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.012(a) of the Act, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legal available funds whose calculation is based on receipt of any portion of such tax increment.

Section 7. Tax Increment Fund: There is hereby created and established a "Tax Increment Fund" ("TIF Fund") for the Zone, which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City are to be deposited, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the TIF Fund pursuant to the Act. The TIF Fund and any sub accounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board and approved by the City; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund.

Prior to termination of the Zone, money shall be disbursed from the TIF Fund only to pay project costs for the Zone as defined by the Act, to satisfy the claims of holders of tax increment bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reimbursement zone financing plan and achieve their purpose pursuant to Section 311.010 of the Act.

Section 8. 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 9. 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.

Section 10. 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 11. 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.

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

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

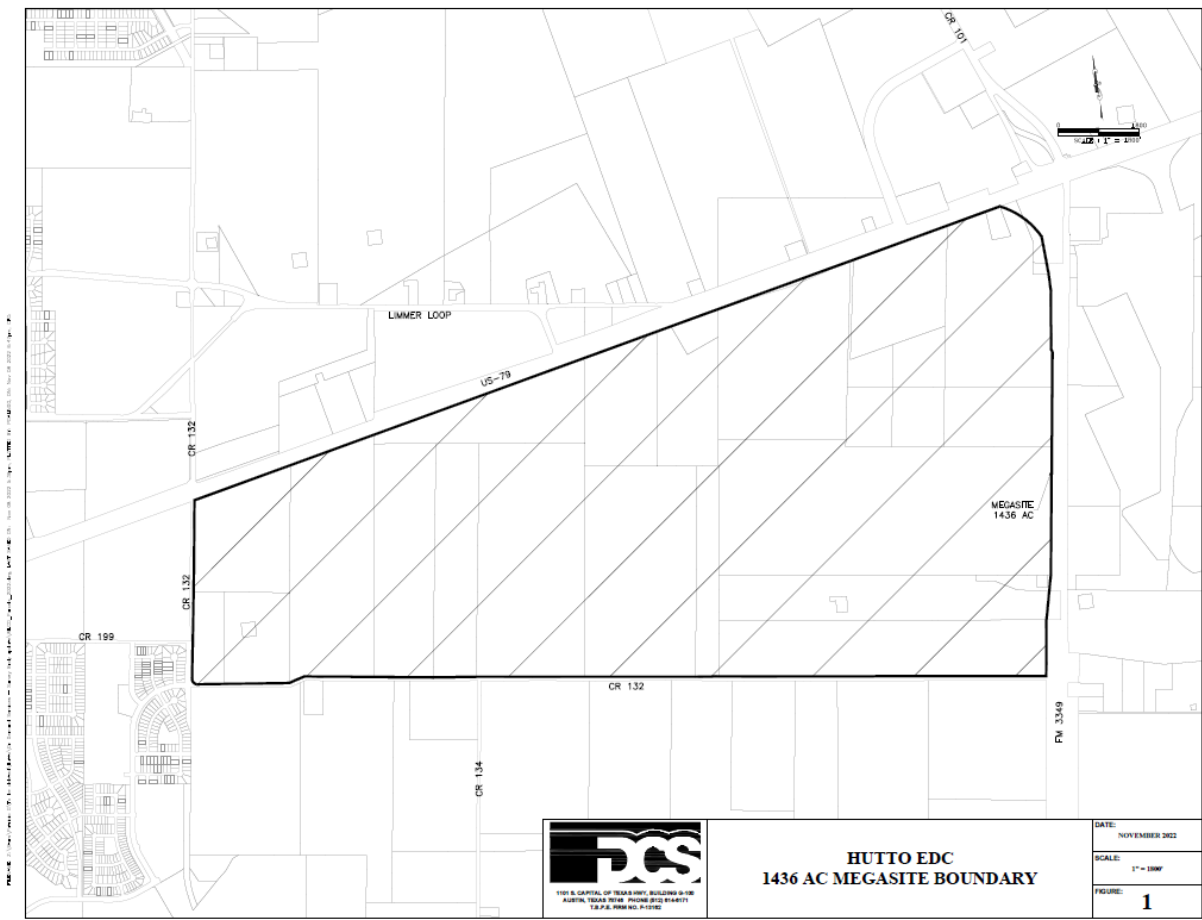
By: _____
Angela Lewis, City Secretary

Exhibit “A”
Boundary Description

[Boundary Description to be provided.]

Exhibit “B”

Boundary Map



Hutto Megasite Tax Increment Reinvestment Zone Preliminary Project & Financing Plan

City of Hutto, Texas
October 28, 2022



Prepared by



TXP, Inc.

1310 South 1st Street, Suite 105
Austin, Texas 78704
(512) 328-8300 phone
www.txp.com

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Section 1 – Project Plan

Overview

The City of Hutto, Texas is considering implementing a tax increment reinvestment zone (TIRZ) to fund a portion of the infrastructure and development costs associated with industrial, manufacturing, datacenter, and warehouse projects at the Megasite. The proposed new zone would be named TIRZ #3 – Megasite (TIRZ 3).

This document is designed to meet the legal requirements of designating a TIRZ. The statutes governing tax increment financing are in Chapter 311 of the State of Texas Tax Code. This preliminary feasibility study and project plan is required by state law.

Existing Tax Increment Financing Districts in the City of Hutto

There are two existing TIRZs in Hutto. According to state law, cities with less than 100,000 residents may not create a new TIRZ if the total appraised value of taxable real property in the proposed reinvestment zone and in the existing reinvestment zones would exceed 50.0 percent of the total appraised value of taxable real property within the city and its industrial districts. In addition, a TIRZ may not be created if more than 30.0 percent of the property in the proposed new TIRZ (excluding publicly-owned property) is used for residential purposes at the time of designation. The proposed TIRZ 3 complies with these state rules.

Description of the Tax Increment Reinvestment Zone 3

The proposed TIRZ 3 will cover approximately 1,537.4 acres (including roads and right of way). The 2022 baseline taxable property value of the TIRZ is approximately \$1.6 million. See the appendix for the list of properties within the TIRZ. Note, some properties are within Hutto's ETJ but not within the city limits. These parcels can be included in the TIRZ, but they will not pay property tax revenue until annexed by the city.

Table 1: Existing Land Use of Proposed TIRZ 3 (2022)

Land Use	Est. Parcel Count	Acreage	City of Hutto Taxable Value	Williamson County Taxable Value
Single Family Res	1	0.9	\$0	\$241,211
Mobile Home with Land	1	0.7	\$0	\$0
Vacant Farmland	13	584.3	\$0	\$220,871
Farm & Ranch Improvements	6	411.6	\$0	\$1,172,792
Totally Exempt Property	10	452.5	\$0	\$0
Total	31	1,449.9	\$0	\$1,634,874

Source: Williamson Central Appraisal District; TXP, Inc.

Figure 1: Proposed TIRZ 3 Geographic Boundary

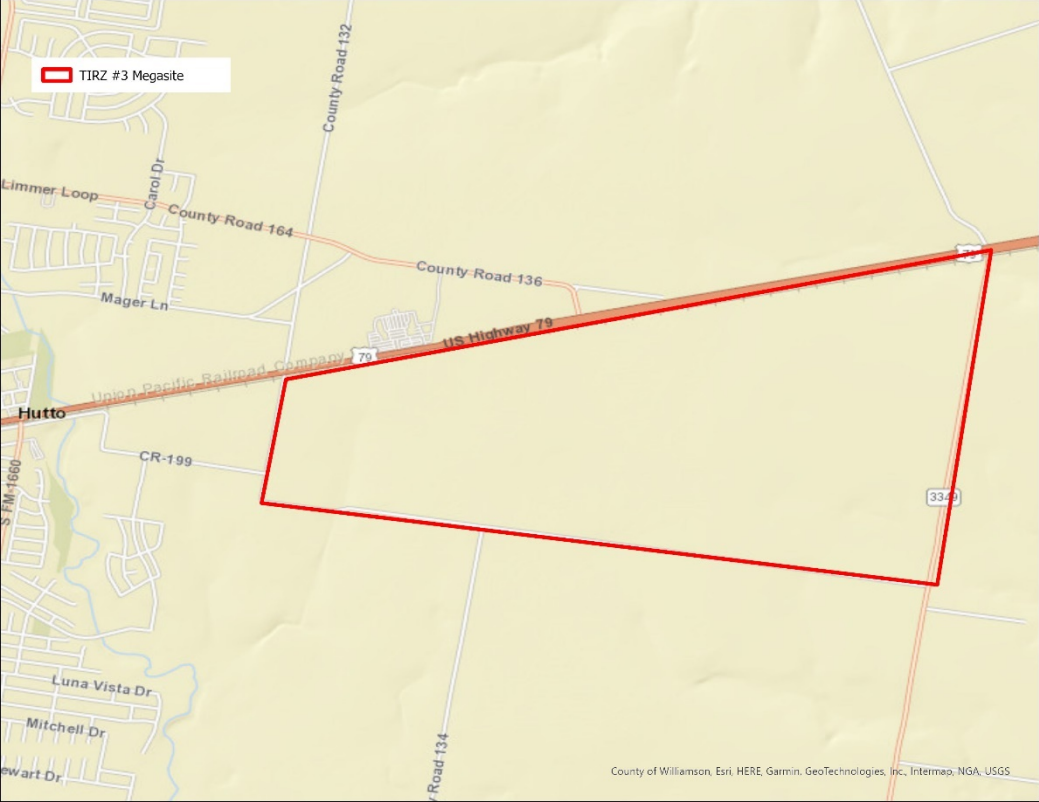


Figure 2: Existing Land Use within the Proposed TIRZ 3

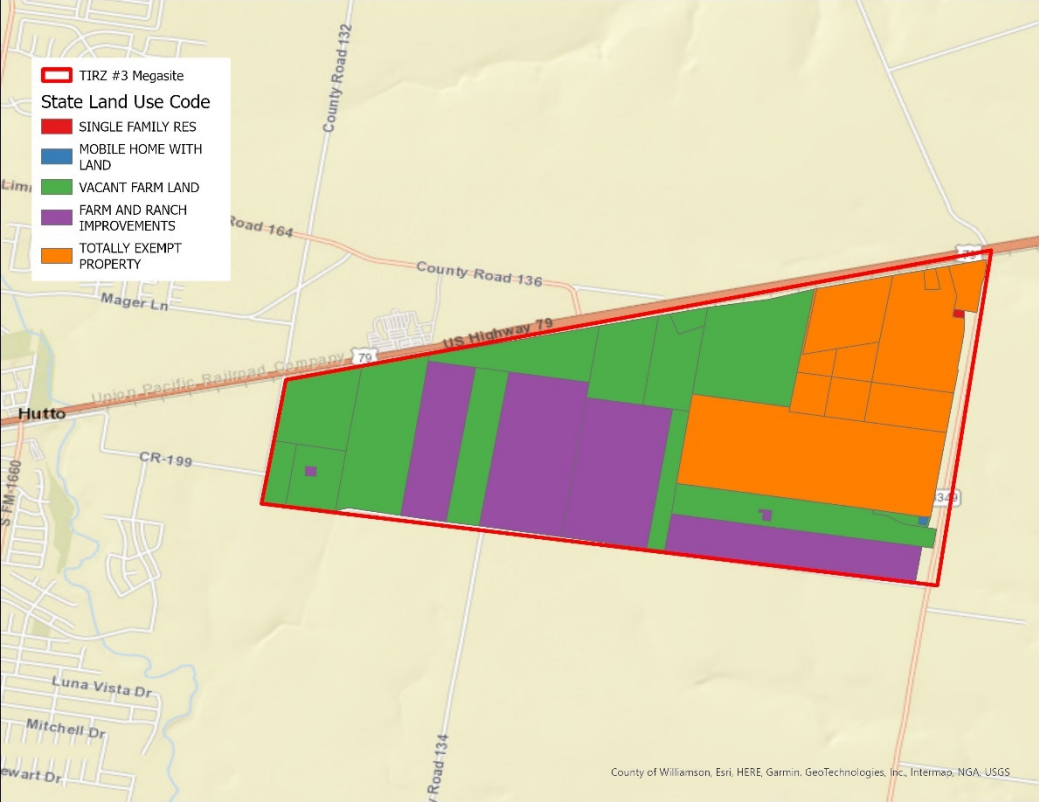
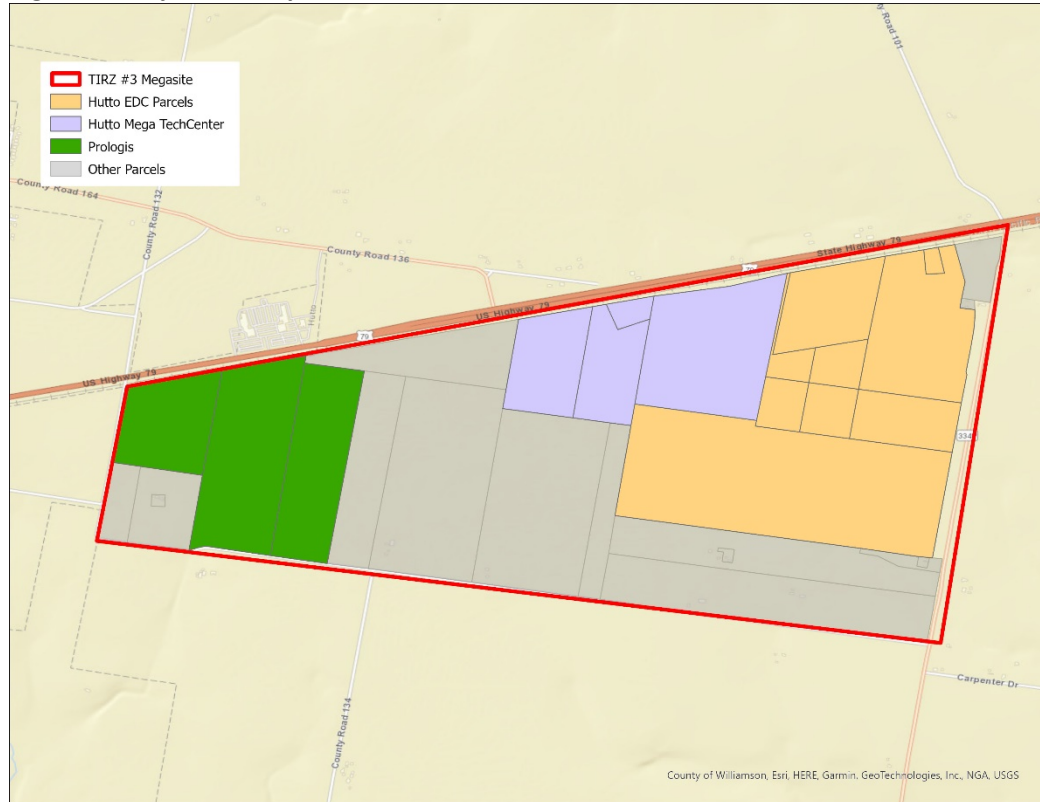


Figure 3: Major Development Sites within TIRZ 3



Existing Zoning and Land Use Guidelines Applicable to TIRZ 3

Existing Hutto land use, zoning guidelines, and policies would apply to all properties.

Taxing Jurisdictions Applicable to TIRZ

The proposed TIRZ 3 is located within the following taxing jurisdictions:

- City of Hutto
- Williamson County and Williamson County CO FM/RD
- Williamson County ESD #3
- EWC Higher Ed Center
- Hutto ISD
- Lower Brushy Creek WC&ID

Proposed Changes in Master Plans, Zoning Ordinances, and Building Codes

There are no anticipated changes to the master development and zoning ordinances.

Relocation of Displaced Persons

This plan currently does not call for nor anticipate the displacement and relocation of persons for the proposed projects.

Section 2 – Project Plan Improvements

TIRZ 3 will provide support for catalytic infrastructure and economic development projects that will facilitate the development of properties within the Megaside area of Hutto.

Public infrastructure investments are required to redevelop this area (ex. sewer and water). This is the priority of TIRZ 3. Additional infrastructure and enhancement projects are included in the project plan if the resources are available. In addition, other projects might be added to the list as future development projects and related opportunities present themselves. The anticipated project costs are divided into five major categories.

Eligible Project Costs

1. Parks & Streetscape Enhancements

This category includes gateway features, linear parks, corridor landscaping, public plazas, etc.

2. Infrastructure Improvements

This category includes water, sanitary sewer and storm water improvements, roadway and street intersection enhancements, public transportation, relocation of aboveground utilities, public sidewalks, public buildings, etc.

3. Economic Development Grants

It is anticipated that economic development loans or grants might be made to assist in creating the tax base that facilitates implementing the project plan. The City, with advisement from the TIRZ Board shall have the authority to establish and administer economic development programs, including but not limited to grants and loans, authorized under Chapter 380 of the Texas Local Government Code. Should such loans or grants be made, it will be done with the intent to fulfill the public purposes of developing and diversifying the economy, eliminating unemployment or underemployment, and developing or expanding transportation, business, and commercial activity in the TIRZ.

4. Non-Project Costs

Non-project costs are not anticipated at this time.

5. Administration & Implementation

Administration costs, including reasonable charges for time spent by City of Hutto employees, will be eligible for reimbursement as project costs.

Section 3 – Financing Plan

Tax increment financing is a tool used by local governments to publicly finance needed infrastructure and other improvements within a defined area. These improvements are usually undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The statutes governing tax increment financing are located in Chapter 311 of the State of Texas Tax Code.

The costs of improvements in the defined zone are repaid by the contribution of future property tax revenues by each taxing unit that levies taxes against the property. Specifically, each taxing unit can choose to dedicate all, a portion, or none of the tax revenue that is attributable to the increase in property values due to the improvements within the reinvestment zone. The additional tax revenue that is received from the affected properties is referred to as the tax increment. Each taxing unit determines what percentage of its tax increment, if any, it will commit to repayment of the cost of financing the public improvements.

Compliance & Reporting

The TIRZ Board policies shall comply with all federal, state, and local laws, rules and regulations. The TIRZ Board will submit project status reports and financial reports as required by state law.

Public Sector Entities Participating in TIRZ 3

All project costs will be paid through the contribution of incremental property taxes collections. This preliminary plan assumes that the City of Hutto and Williamson County will contribute a portion of their total tax rate (maintenance and operations (M&O) and interest and sinking (I&S) ad valorem tax rate for 25 years.

Table 2: Taxing Jurisdictions within TIRZ 3

Entity	Property Tax Rate per \$100 (2022)
City of Hutto	\$0.421980
Williamson County Total	\$0.375608
Williamson County	\$0.338116
Williamson County FM/RD	\$0.037492

Source: TXP, Inc.

Financial Forecast Assumptions

- **TIRZ Duration** – The TIRZ will have a 25-year lifespan.
- **TIRZ Allocation** – The City of Hutto and Williamson County will each contribute 50 percent of their total incremental tax collections.
- **Tax Rate** – While tax rates do change over time, the 2022 tax rates were held constant for the duration of the TIRZ.
- **Existing Properties** – The 2022 baseline property value of the TIRZ is approximately \$1.6 million but varies slightly by taxing jurisdiction based on exemptions offered.
- **Real Property** – Only taxable real property values are included in the tax increment calculations. By law, business personal property values are excluded from TIRZ.
- **ETJ Properties** – Properties in the ETJ will be offered a development agreement pursuant to Texas Local Government Code Section 212.172 for annexation and development of the property so that City property taxes can contribute to the zone. All Williamson County properties within the TIRZ boundary are included in this TIRZ.
- **Future Development Patterns** – To provide an order of magnitude estimate, TXP has projected the build out of the TIRZ based on the preliminary plans for the Megasite. Specifically, this forecast incorporates preliminary masterplans developed by Prologis and Hutto Mega TechCenter. Development for the Hutto EDC owned parcels was based on inquiries from companies interested in the site.
- **Inflation & Appreciation Rate** – The inflation rate used for construction costs and the value of improvements is 2.5 percent per year.
- **Net Present Value** – The net present values of the tax increment were calculated at a discount rate of 5.0 percent.

Financial Forecast Summary Results

The following table depicts the anticipated revenue generated over 25 years. The revenue forecast assumes the TIRZ is established in 2022 (baseline year). The first TIRZ increment will occur in 2023 (total 2023 value less 2022 baseline value). Note, 2023 taxes are not due until January 2024.

Table 3: Preliminary TIRZ 3 Taxable Property Value

Year	Period	City of Hutto	Williamson County
2022	0	\$1,634,874	\$1,634,874
2023	1	\$108,411,577	\$108,411,577
2024	2	\$229,173,126	\$229,173,126
2025	3	\$229,216,067	\$229,216,067
2026	4	\$1,185,995,913	\$1,185,995,913
2027	5	\$1,228,225,591	\$1,228,225,591
2028	6	\$1,306,806,925	\$1,306,806,925
2029	7	\$1,413,590,155	\$1,413,590,155
2030	8	\$1,455,823,302	\$1,455,823,302
2031	9	\$1,455,873,101	\$1,455,873,101
2032	10	\$1,641,195,067	\$1,641,195,067
2033	11	\$1,683,431,950	\$1,683,431,950
2034	12	\$1,683,485,577	\$1,683,485,577
2035	13	\$1,790,276,377	\$1,790,276,377
2036	14	\$1,911,052,374	\$1,911,052,374
2037	15	\$1,911,110,124	\$1,911,110,124
2038	16	\$2,017,905,151	\$2,017,905,151
2039	17	\$2,138,685,480	\$2,138,685,480
2040	18	\$2,138,747,671	\$2,138,747,671
2041	19	\$2,245,547,249	\$2,245,547,249
2042	20	\$2,324,147,680	\$2,324,147,680
2043	21	\$2,324,214,653	\$2,324,214,653
2044	22	\$2,324,283,301	\$2,324,283,301
2045	23	\$2,402,888,756	\$2,402,888,756
2046	24	\$2,402,960,879	\$2,402,960,879
2047	25	\$2,403,034,805	\$2,403,034,805

Source: TXP, Inc.

Table 4: Preliminary TIRZ 3 Taxable Property Value Increment

Year	Period	City of Hutto	Williamson County
2022	0	\$0	\$0
2023	1	\$106,776,703	\$106,776,703
2024	2	\$227,538,252	\$227,538,252
2025	3	\$227,581,193	\$227,581,193
2026	4	\$1,184,361,039	\$1,184,361,039
2027	5	\$1,226,590,717	\$1,226,590,717
2028	6	\$1,305,172,051	\$1,305,172,051
2029	7	\$1,411,955,281	\$1,411,955,281
2030	8	\$1,454,188,428	\$1,454,188,428
2031	9	\$1,454,238,227	\$1,454,238,227
2032	10	\$1,639,560,193	\$1,639,560,193
2033	11	\$1,681,797,076	\$1,681,797,076
2034	12	\$1,681,850,703	\$1,681,850,703
2035	13	\$1,788,641,503	\$1,788,641,503
2036	14	\$1,909,417,500	\$1,909,417,500
2037	15	\$1,909,475,250	\$1,909,475,250
2038	16	\$2,016,270,277	\$2,016,270,277
2039	17	\$2,137,050,606	\$2,137,050,606
2040	18	\$2,137,112,797	\$2,137,112,797
2041	19	\$2,243,912,375	\$2,243,912,375
2042	20	\$2,322,512,806	\$2,322,512,806
2043	21	\$2,322,579,779	\$2,322,579,779
2044	22	\$2,322,648,427	\$2,322,648,427
2045	23	\$2,401,253,882	\$2,401,253,882
2046	24	\$2,401,326,005	\$2,401,326,005
2047	25	\$2,401,399,931	\$2,401,399,931

Source: TXP, Inc.

Table 5: Preliminary TIRZ 3 Taxable Revenue Increment @ 50% Contribution

Year	Period	City of Hutto	Williamson County	Total
2022	0	\$0	\$0	\$0
2023	1	\$225,288	\$200,531	\$425,819
2024	2	\$480,083	\$427,326	\$907,409
2025	3	\$480,174	\$427,407	\$907,580
2026	4	\$2,498,883	\$2,224,277	\$4,723,161
2027	5	\$2,587,984	\$2,303,586	\$4,891,570
2028	6	\$2,753,783	\$2,451,165	\$5,204,948
2029	7	\$2,979,084	\$2,651,708	\$5,630,793
2030	8	\$3,068,192	\$2,731,024	\$5,799,216
2031	9	\$3,068,297	\$2,731,118	\$5,799,415
2032	10	\$3,459,308	\$3,079,160	\$6,538,468
2033	11	\$3,548,424	\$3,158,482	\$6,706,906
2034	12	\$3,548,537	\$3,158,583	\$6,707,120
2035	13	\$3,773,855	\$3,359,140	\$7,132,995
2036	14	\$4,028,680	\$3,585,962	\$7,614,642
2037	15	\$4,028,802	\$3,586,071	\$7,614,873
2038	16	\$4,254,129	\$3,786,636	\$8,040,765
2039	17	\$4,508,963	\$4,013,467	\$8,522,430
2040	18	\$4,509,094	\$4,013,583	\$8,522,678
2041	19	\$4,734,431	\$4,214,157	\$8,948,588
2042	20	\$4,900,270	\$4,361,772	\$9,262,042
2043	21	\$4,900,411	\$4,361,898	\$9,262,309
2044	22	\$4,900,556	\$4,362,027	\$9,262,583
2045	23	\$5,066,406	\$4,509,651	\$9,576,056
2046	24	\$5,066,558	\$4,509,786	\$9,576,344
2047	25	\$5,066,714	\$4,509,925	\$9,576,639
Total		\$88,436,904	\$78,718,443	\$167,155,347
NPV		\$41,128,062	\$36,608,439	\$77,736,502

Source: TXP, Inc.

Conclusion

Based on the preliminary development concepts and activity zones within this area, anticipated tax revenue, and market demand projections, a TIRZ is economically and financially feasible. The TIRZ could generate substantial revenue to pay for infrastructure and redevelopment costs. Over the next 25 years, the TIRZ could generate \$167.2 million in nominal TIRZ revenue. Using a 5.0 percent discount rate, the anticipated TIRZ could generate \$77.7 million.

These projections are based on the best available datasets and information related to market conditions in the region. Given the high visibility of this area, for example, the substantial commitment of a few large developers could have a significantly positive impact on both the level and timing of future growth. Moreover, the financial projections make no allowance for positive spillover to the value of other properties in area as a result of new development (beyond inflation), which easily could occur. At the same time, a slowdown in development as a result of a weaker national economy, negative changes in key drivers of regional economy, or other unforeseen issues could materially reduce the volume of construction put in place, and resulting tax revenue, over the next 25 years.

Appendix: Specific Properties within the TIRZ 3

Table 6: Properties within the TIRZ

Property ID	Land Use Code	Taxable Value Williamson County
R345752	D1	\$0
R395083	C	\$8,913
R384600	D1	\$150,850
R498062	F1	\$0
R345747	E1	\$0
R497285	D3	\$241,211
R346016	D1	\$23,609
R020943	D1	\$0
R392815	D1	\$37,478
R020941	A	\$40,715
R346023	D3	\$539,202
R021032	F1	\$5,484
R432817	A	\$0
R498070	D1	\$0
R020918	E1	\$109,696
R020939	D1	\$0
R330327	C	\$17,952
R384601	D1	\$91,682
R345751	A	\$0
R020915	F1	\$16,895
R330352	A	\$67,756
R498071	F1	\$0
R329720	F1	\$11,297
R020916	C	\$14,562
R020925	A	\$20,467
R432284	J3	\$19,607
R020945	F1	\$0
R330329	D1	\$2,331
R080187	D1	\$0
R082165	D1	\$1,561
R345748	E1	\$213,606

Source: TXP, Inc.

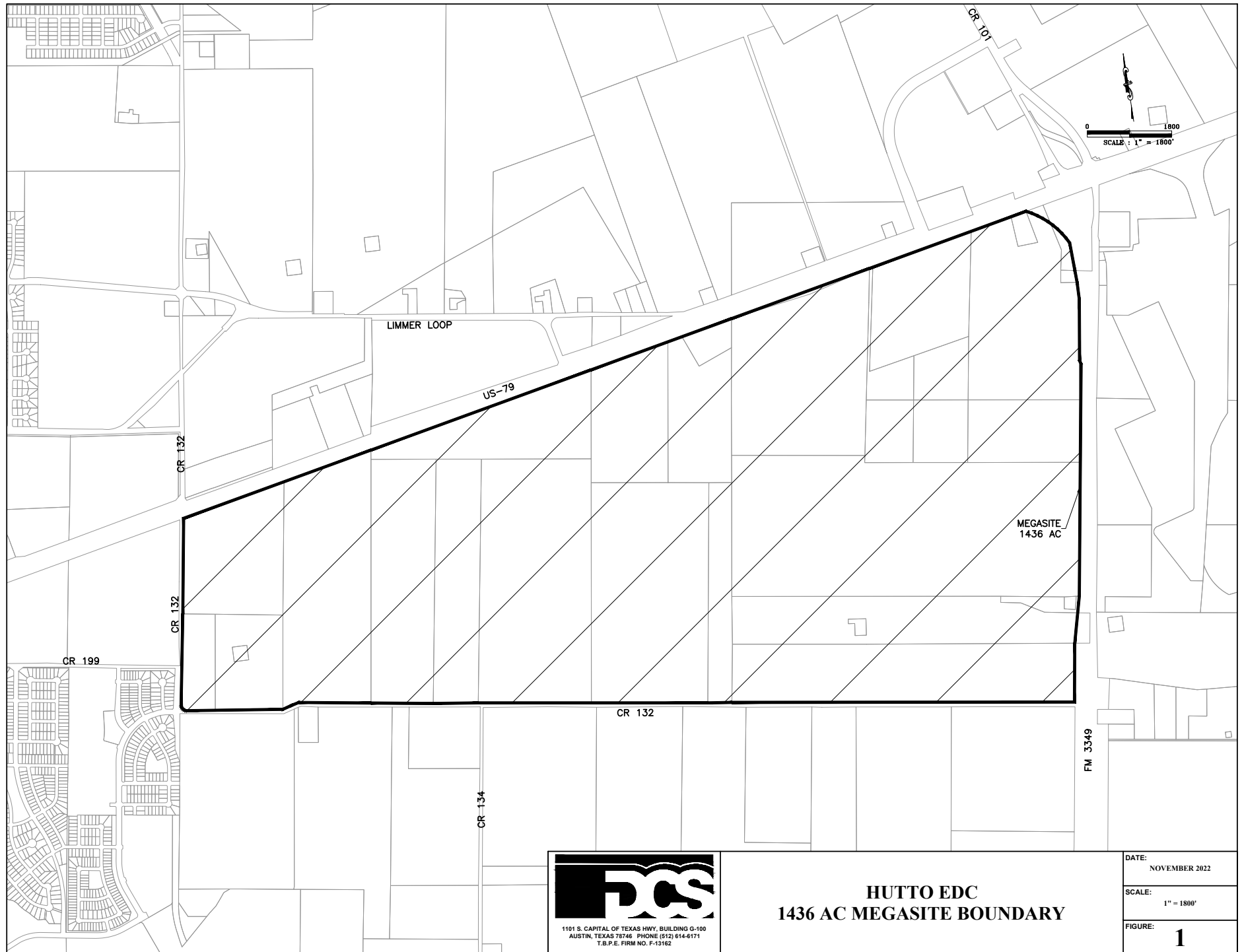


Legal Disclaimer

TXP, Inc. (TXP) reserves the right to make changes, corrections, and/or improvements at any time and without notice. In addition, TXP disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions, or discrepancies. TXP disclaims any liability due to errors, omissions, or discrepancies made by third parties whose material TXP relied on in good faith to produce the report.

Any statements involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that such opinions or estimates will be realized. The information and expressions of opinion contained herein are subject to change without notice, and shall not, under any circumstances, create any implications that there has been no change or updates.

FILENAME: Z:\Urban\Projects\G:\to be deleted\Hutto\HUTTO_2022.dwg, LAST SAVED ON: Nov 08 2022 3:36pm, PLOTTED BY: PCHAMBERS, ON: Nov 08 2022 6:47pm, CPG:



**HUTTO EDC
1436 AC MEGASITE BOUNDARY**

DATE:	NOVEMBER 2022
SCALE:	1" = 1800'
FIGURE:	1

NOTICE OF PUBLIC HEARING FOR CREATION OF THE MEGASITE TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE, HUTTO, TEXAS PURSUANT TO CHAPTER 311, TEXAS TAX CODE.

Notice is hereby given that the City Council of the City of Hutto, Texas will hold a public hearing at its meeting on November 17, 2022, which begins at 7:00 p.m. in the City Council Chambers, 500 West Live Oak Street, Texas, 78634 for creation of the Megasite Tax Increment Reinvestment Zone, Number Three, consisting of approximately 1,537.4 acres (including roads and right of way) and generally located south of Highway 79 and between County Road 132 and FM 3349.

All residents and property owners within the proposed zone and all other persons are hereby invited to appear in person to speak for or against the creation of the zone, its boundaries, the concept of tax increment financing in general or the Project and Financing Plan. At or on the adjournment of the public hearing, the City may create Reinvestment Zone Number Three, Hutto, Texas. Further information may be obtained by contacting the City Secretary, Angela Lewis at (512) 759-4839 or email: Angela.Lewis@HuttoTX.gov. The boundaries of proposed Megasite Tax Increment Reinvestment Zone, Number Three are depicted in the following map:

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action on a Resolution adopting the Investment Policy Dated November 17, 2022 for the City of Hutto, Texas (Finance)
Meeting: Thursday, November 17, 2022
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

Chapter 2256 of the Texas Local Government Code requires that cities adopt an investment policy and review it annually. The City's investment policy was last reviewed and approved on September 16th, 2021.

SUMMARY OF REQUEST:

The proposed amended investment policy incorporates minor changes to update the titles of the City's investment officers, updates to state law, and incorporates GFOAT best practices.

STAFF REVIEW:

The City's finance staff reviewed the proposed amended policy with Valley View Consulting.

FISCAL NOTES:

Immediate financial impact is unknown.

ATTACHMENTS:

RESOLUTION NO. R-2022-

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
ADOPTING THE INVESTMENT POLICY DATED
NOVEMBER 17, 2022; PROVIDING AN EFFECTIVE
DATE; AND PROVIDING PROPER NOTICE & MEETING.**

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code (the “Act”), requires that cities adopt an investment policy and review it annually; and

WHEREAS, the City of Hutto last reviewed its policy on September 16, 2021; and

WHEREAS, the City Council wishes to amend its policy to align with the Act by adopting as the Investment Policy of the City of Hutto the policy attached hereto as Exhibit A (the “Investment Policy”); and

WHEREAS, the Investment Policy applies to all investment activities of the City of Hutto, and to all assets of all funds of the City of Hutto at the present time and any funds received in the future.

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

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

SECTION 2: The Hutto City Council hereby approves and adopts the amended Investment Policy, attached as Exhibit A, a copy of the same being attached hereto and incorporated herein for all purposes.

SECTION 3: This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council, and upon approval, thereof, as prescribed by law.

SECTION 4: The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 17th day of November, 2022.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

EXHIBIT “A”

**INVESTMENT POLICY
THE CITY OF HUTTO, TEXAS**

November 17, 2022

INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

November 17, 2022

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INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

November 17, 2022

I. PURPOSE

A. Formal Adoption

This investment policy, when reviewed and adopted by the City Council of Hutto, on November 17, 2022 will replace the adopted Investment Policy dated the 16th of September, 2021. This ~~investment~~ ~~Policy~~ satisfies the statutory requirements of the Public Funds ~~investment~~ Act (Chapter 2256, Texas Government Code) (the “Act”).

B. Scope

This Investment Policy applies to all investment activities of the City of Hutto (the “City”) as carried out by the Investment Officers (defined in the Policy under “INVESTMENT POLICIES” Section IV (D) 1) and directed City staff, and to all assets of all funds of the City at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan*. Any funds held in custody by the City shall be administered in accordance with the provisions of these policies unless expressly prohibited by law ~~or unless it is in contravention of any depository contract between the City and its primary depository bank~~. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal law.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

C. Diversification

The City will seek to diversify its portfolio, as appropriate. This will be done to manage the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments of the City shall always be selected to provide for safety of principal and reasonable liquidity.

D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return

throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

E. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve an optimal rate of return, while at the same time to provide for the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be five years. [Sec. 2256.005 (b) (4) (B)]

F. Liquidation or Redemption before Maturity

The Investment Officers may liquidate or redeem an investment before maturity if:

- Market conditions present an opportunity for the City to benefit from the sale or redemption;
 - Funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; or
 - A security has lost its minimum required rating as an authorized investment.
- [Sec. 2256.021]

G. Quality and Capability of Investment Management

It is the City's policy to provide training required by the Public Funds Investment Act, Sec. 2256.008 and periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers in making investment decisions.

III. INVESTMENT STRATEGY

A. General

In conjunction with the annual Policy review, the City Council shall review the investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds.

B. Investment Strategies and Guidelines by Fund Type

Investment guidelines by fund-type are as follows:

1. Current Operating Funds

Current operating funds require the greatest short-term liquidity of any of the fund types. Therefore, diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Financial institution deposits, short-term investment pools, and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investment. Additionally, securities should have active and efficient secondary markets in the event of an unanticipated cash requirement.

According to City Policy, the weighted average days to maturity for the current operating fund portfolio shall not exceed 270 days and the maximum allowable maturity shall be two years. The Investment Officers will monitor average days to maturity and make portfolio changes as appropriate.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable drawdown schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Because of the potential for variance from the anticipated drawdown schedule and actual expenditures, securities shall have active and efficient secondary markets. Financial institution deposits, investment pools, and money market mutual funds shall provide readily available funds generally equal to or greater than one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Market conditions and the arbitrage regulations may influence the attractiveness of locking in fixed-rate investments for bond proceeds. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be met or exceeded, concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement according to any budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the maximum investment periods. Investments shall be diversified as to maturity and type with a portion being highly marketable or liquid to cover the unpredictability of emergency repairs. The Investment Policy restricts the maximum maturity of individual investments to two years and the maximum weighted average days to maturity of the fund to one year.

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "un-funded" debt service date with the maturity of any investment security. The predictability of each payment reduces the need for security diversification, marketability, and fund liquidity. Therefore, market conditions shall determine the attractiveness of the eligible investments.

5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and maturity selection. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields. Maturities shall generally not exceed the call provisions of the bond issue.

Bond resolution constraints and insurance company restrictions may create issue-specific considerations in addition to the Investment Policy. Annual mark-to-market requirements or specific maturity and average life limitations will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition, and risk/return analysis may extend the maximum maturity on individual investments to five years and the weighted average days to maturity to three years.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the government's own programs. Since the purpose of these funds is for investment purposes only, market conditions and risk/return analysis allow for a maximum maturity on individual investments of five years.

IV. INVESTMENT POLICIES

A. Eligible Investments

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. The purchase of specific issues may at times be restricted or prohibited by the Investment Officers. City funds governed by this Policy may be invested in:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations, and real estate mortgage investment conduits.
2. Direct obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including any obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC).

3. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.
4. Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas, and secured by obligations described by 1-3, above which are eligible investments under the Public Funds Investment Act, pledged with a third party selected or approved by the City, and having a market value of not less than the principal plus accrued interest of the funds invested. The term includes direct security repurchase agreements entered into by the City and reverse repurchase agreements only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. A signed Master Repurchase Agreement, or similar agreement, ~~as described in B.4~~ shall govern all City repurchase agreement transactions of this section.
5. Certificates of deposit, and other forms of deposit, issued by State and national banks that have their main office or a branch in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or, secured by obligations that are described by 1-3 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Texas Government Code, that have a market value of not less than the principal plus accrued interest of the deposits, or in any other manner and amount provided by law and this Policy for deposits of the City;
 - b. governed by a Depository Contract, ~~as described in B.4 of this section~~, that complies with Federal and State regulation to properly secure a pledged security interest, and,
 - c. solicited for bid verbally, in writing, electronically, or any combination of those methods.
6. Money market mutual funds registered with the Securities & Exchange Commission, that adheres to Securities & Exchange Commission Regulation 2a-7, that fully invests dollar-for-dollar all City funds without sales commissions or loads, and whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of individual money market mutual fund. [Sec. 2256.014(c)]
7. Eligible Investment Pools as defined in Section 2256.016 of the Texas Government Code provided that (a) investment in the particular pool has been authorized by the City Council; (b) the pool shall have furnished the Investment Officers or other authorized representatives of the City an offering circular containing the information required by Section 2256.016(b) of the Government Code; (c) the pool shall furnish to the Investment Officers or other authorized representatives of the City investment transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the Investment Officers or other authorized representatives of the City monthly reports that contain the information required by Section 2256.016(c) of the Government Code; (e) the pool shall mark its portfolio to market daily and stabilize at a \$1.00 net asset value; (f) the pool's assets shall consist exclusively of the obligations allowed by the Act; (g) and whose investment philosophy and

strategy are consistent with this Policy and the City's ongoing investment strategy.

B. Protection of Principal

The City shall seek to control the risk of loss due to the failure of an investment issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in the Policy, by qualifying the broker/dealers and financial institutions with whom the City will transact business, by collateralization as required by law, and through portfolio diversification by maturity and type.

The Investment Officer shall periodically monitor rating changes of investments. The City shall take prudent measures to liquidate any investment that is downgraded to less than the minimum rating required. Pursuant to the Act, the City is not required to liquidate investments that were authorized investments at the time of purchase.

The purchase of individual securities shall be executed "delivery-versus-payment" through the City's Safekeeping Agent. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

1. Collateralization

Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible securities, letter of credit, or FDIC insurance. Financial institutions serving as City depositories will be required to sign a depository or collateral agreement with the City. The custodial portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the agreement must be in writing;
- the agreement has to be executed by the depository and the City contemporaneously with the acquisition of the asset;
- the agreement must be approved by the Board of Directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- the agreement must be part of the depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counterparty to a repurchase transaction is required to sign a copy of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement, or similar agreement, as approved by the City. An executed copy of this agreement must be on file before the City will enter into any counterparty transaction.

a. Allowable Collateral

Acceptable forms of collateral are limited to those authorized by the Act and the Public Funds Collateral Act (Section 2257, Texas Government Code), as amended, and meet the constraints of this Policy.

b. Collateral Levels

For pledged securities, the market value of the principal portion of collateral pledged for deposits must at all times be equal to or greater than 102% of the total amount of deposits plus any accrued interest, less the applicable level of FDIC insurance. For deposits, the City may accept a letter of credit issued by a U.S. Agency or Instrumentality. The value of the letter of credit must be equal to or greater than 100% of the total amount of deposits plus any anticipated interest, less the insurance provided by the FDIC.

c. Monitoring Collateral Adequacy

The City shall require monthly reports and confirm market values of pledged securities from ~~the~~ independent sources. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

d. Additional Collateral and Securities

If the value of the securities pledged falls below the required collateral level, the financial institution must pledge additional securities no later than the end of the next succeeding business day.

e. Collateral Substitution and Release

Collateralized deposits and repurchase agreements often require substitution of collateral. Substitution is allowable if the substituted security's value is equal to or greater than the required security level, but should be limited, if possible, to minimize potential administrative problems. The City's Investment Officers must approve the release of collateral prior to its removal from the custodial account in accordance with the terms of the depository or collateral agreement.

2. Safekeeping

The City shall contract with a ~~third-party bank or bank~~ safekeeping agent for the safekeeping of securities owned by the City as a part of its investment portfolio. The securities will be held in an account in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

C. Investment Advisors and Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All City investment portfolios shall be actively managed by attempting to optimize investment earnings within policy guidelines.

All investments made by the City will be made through either a City depository bank, an approved broker/dealer, or a financial institution with a main office or branch in the state of Texas. A list of at least three broker/dealers will be maintained in order to assure competitive bidding. The Investment Officers will establish criteria to evaluate Investment Advisors and Broker/Dealers, including:

1. Adherence to the City's policies and strategies;
2. Investment performance and transaction pricing within accepted risk constraints;
3. Responsiveness to the City's request for services, information, and open communication;

4. Understanding of the inherent fiduciary responsibility of investing public funds; and
5. Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors and Broker/Dealers shall provide timely transaction confirmations and monthly portfolio reports.

City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the City (see Exhibit A). Broker/Dealers eligible to transact investment business with the City shall be presented a written copy of this Investment Policy.

Additionally, the registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

- received and reviewed this Investment Policy, and
- acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City in accordance with the Act.

The City shall not enter into an investment transaction with a pool or investment manager prior to receiving the written instrument described above.

The City may select, through City Council approval, an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker/dealer compliance, investment selection, competitive bidding, investment reporting, and investment documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

An Investment Advisor, as defined by the Investment Advisor's Act of 1940, is any person who pursuant to a contract regularly furnishes advice with respect to the desirability of investing in, purchasing, or selling securities or other property.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy, and without any discretionary authority to transact business on behalf of the City.

Appointment of an Investment Advisor shall otherwise be according to the City's normal purchasing procedures for selecting professional services. The term of any Investment Advisor contract may not exceed two years. Any renewal or extension of the Investment Advisor contract must be made by the City Council by resolution.

D. Responsibility and Controls

1. Authority to Invest

~~The Chief Financial Officer~~ Finance Director, Controller and Senior Accountant a and Senior Accountant Controller are the "Investment Officers" of the City. As Investment Officers, they are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise

Commented [CB2]: In December 2021, we passed a resolution designating the Chief Financial Officer and Senior Accountant as investment officers. Can this be updated here (for example, Finance Director and Controller) without passing a resolution? May be a question for our legal team

Commented [EU3R2]: I would say yes, the Investment Officers designated in the Investment Policy are approved when City Council votes to accept this Investment Policy and its revisions. I have not seen a city pass a separate resolution to designate Investment Officers, however some pass a resolution that designates who at the City can enter in to bank contracts on behalf of the City. Some banks request a document equivalent to a Corporate Resolution that shows who at the City has the authority to sign bank agreements. That language is a little different, but if that is something you all need, we can provide a template.

manage City funds according to the rules governing the investment of City funds provided in this Policy.

2. Investment Officer Required Training

The City's Investment Officers shall:

- a. attend at least one training session from an independent source approved by City Council as provided for in this Policy and accumulate at least 10 hours of instruction relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and
- b. attend at least one investment training session not less than once in a two-year period, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and accumulate not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by City Council as provided for in this Policy.

Approved independent training sources include:

- Center for Public Management at the University of North Texas
- Government Finance Officers Association (GFOA and GFOAT)
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- Texas Municipal League (TML)
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- Sponsors approved by the TSCPA and GFOA, GFOAT or GTOT, to provide CPE credits

Investment training ~~section~~ must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolios, and compliance with the Act.

3. Prudent Investment Management

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. The Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

4. Standard of Care

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

5. Liability of Investment Officers

The Investment Officers are not responsible for any loss of City funds through the failure or

negligence of a depository. Sec. 113.005 Local Government Code does not release the Investment Officers from responsibility for a loss resulting from the official misconduct or negligence of the Investment Officers, including misappropriation of funds, or from responsibility for funds until a depository is selected, and the funds are deposited.

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The Investment Officers shall adhere to City's Code of Conduct and Financial Disclosure Policy. Additionally, the Investment Officers shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

7. Establishment of Internal Controls

The Finance Director will oversee the maintenance of a system of internal controls over the investment activities of the City.

8. Reporting

a. Quarterly Report

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide ~~either quarterly or at more frequent intervals a signed comprehensive investment report compliant with the Act that shall be certified by the Investment Officers and submitted to the City Council along with a periodic Financial Report at least quarterly.~~ "Weighted average yield to maturity" shall be the portfolio performance standard presented in the report. Market price of the City investments in the report shall be valued by a source independent from the transaction. The investment report shall:

1. describe in detail the investment position of the City;
2. contain a summary statement of each pooled fund group that states the:
 - a. ending book and market value for the period; and
 - b. fully accrued interest for the reporting period;
3. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. state the maturity date of each investment;
5. state the fund for which each investment was purchased; and
6. state the compliance of the investment portfolio with the City's Investment Policy and the ~~Texas~~ Public Funds Investment Act.

b. Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies. The quarterly reports shall also be formally reviewed by an independent auditor with the results of the review provided to the City Council by that auditor.

V. REVIEW AND AMENDMENT

The City Council shall review its investments policy and investment strategies on an annual basis. It shall be the duty of the Investment Officers to notify the City Council of any significant changes proposed in investment methods or procedures prior to their implementation. The Investment Policy, including a section on Investment Strategies shall be adopted annually by the City Council.

APPROVED this 17th day of November, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

Exhibit A

Authorized Broker/Dealer List

FHN Financial
Multi-Bank Securities
Hilltop Securities
Stifel **Financial**
Wells Fargo Securities

INVESTMENT POLICY THE CITY OF HUTTO, TEXAS

November 17, 2022

INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

November 17, 2022

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INVESTMENT POLICY OF THE CITY OF HUTTO TEXAS

November 17, 2022

I. PURPOSE

A. Formal Adoption

This investment policy, when reviewed and adopted by the City Council of Hutto, on November 17, 2022 will replace the adopted Investment Policy dated the 16th of September, 2021. This Investment Policy satisfies the statutory requirements of the Public Funds Investment Act (Chapter 2256, Texas Government Code) (the “Act”).

B. Scope

This Investment Policy applies to all investment activities of the City of Hutto (the “City”) as carried out by the Investment Officers (defined in the Policy under “INVESTMENT POLICIES” Section IV (D) 1) and directed City staff, and to all assets of all funds of the City at the present time and any funds received in the future, *excluding the Employee Retirement Trust and the deferred compensation plan*. Any funds held in custody by the City shall be administered in accordance with the provisions of these policies unless expressly prohibited by law. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal law.

II. INVESTMENT OBJECTIVES

A. Safety of Principal

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure first that capital losses are avoided, whether they are from defaults or erosion of market value.

B. Maintenance of Adequate Liquidity

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements, investing in securities with active secondary markets, and maintaining appropriate portfolio diversification.

C. Diversification

The City will seek to diversify its portfolio, as appropriate. This will be done to manage the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments of the City shall always be selected to provide for safety of principal and reasonable liquidity.

D. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and

liquidity needs. Return on investment is of secondary importance compared to safety and liquidity.

E. Maturity

Portfolio maturities will be staggered, if market conditions are favorable, in a way to achieve an optimal rate of return, while at the same time to provide for the necessary liquidity to meet the City's cash needs. The maximum allowable stated final maturity of any individual investment owned by the City will be five years. [Sec. 2256.005 (b) (4) (B)]

F. Liquidation or Redemption before Maturity

The Investment Officers may liquidate or redeem an investment before maturity if:

- Market conditions present an opportunity for the City to benefit from the sale or redemption;
 - Funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; or
 - A security has lost its minimum required rating as an authorized investment.
- [Sec. 2256.021]

G. Quality and Capability of Investment Management

It is the City's policy to provide training required by the Public Funds Investment Act, Sec. 2256.008 and periodic training in investments for the Investment Officers through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's Investment Officers in making investment decisions.

III. INVESTMENT STRATEGY

A. General

In conjunction with the annual Policy review, the City Council shall review the investment strategy for each of the City's funds. The investment strategy must describe the investment objectives for each particular fund according to the following priorities:

- investment suitability,
- preservation and safety of principal,
- liquidity,
- marketability prior to maturity of each investment,
- diversification, and
- yield

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds.

B. Investment Strategies and Guidelines by Fund Type

Investment guidelines by fund-type are as follows:

1. Current Operating Funds

Current operating funds require the greatest short-term liquidity of any of the fund types.

Therefore, diversified investment maturities shall provide monthly cash flow based on the anticipated operating needs of the City. Financial institution deposits, short-term investment pools, and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investment. Additionally, securities should have active and efficient secondary markets in the event of an unanticipated cash requirement.

According to City Policy, the weighted average days to maturity for the current operating fund portfolio shall not exceed 270 days and the maximum allowable maturity shall be two years. The Investment Officers will monitor average days to maturity and make portfolio changes as appropriate.

2. Bond Proceeds

Bond proceeds used for construction programs have reasonably predictable drawdown schedules. Therefore, investment maturities shall generally follow the anticipated cash flow requirements. Because of the potential for variance from the anticipated drawdown schedule and actual expenditures, securities shall have active and efficient secondary markets. Financial institution deposits, investment pools, and money market mutual funds shall provide readily available funds generally equal to or greater than one month's anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Market conditions and the arbitrage regulations may influence the attractiveness of locking in fixed-rate investments for bond proceeds. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be met or exceeded, concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

3. Repair and Replacement Funds

The investment maturity of repair and replacement funds shall generally be limited to the anticipated cash flow requirement according to any budgeted project schedule. Market conditions and the anticipated spending schedule shall determine the maximum investment periods. Investments shall be diversified as to maturity and type with a portion being highly marketable or liquid to cover the unpredictability of emergency repairs. The Investment Policy restricts the maximum maturity of individual investments to two years and the maximum weighted average days to maturity of the fund to one year.

4. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "un-funded" debt service date with the maturity of any investment security. The predictability of each payment reduces the need for security diversification, marketability, and fund liquidity. Therefore, market conditions shall determine the attractiveness of the eligible investments.

5. Bond Reserve Funds

Bond reserve funds have no anticipated expenditures. The funds are deposited to provide annual debt service payment protection to the City's bondholders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and maturity selection. Generally, if investment rates exceed the applicable arbitrage yield for a specific bond issue, the City is best served by locking in most investments. If the arbitrage yield cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields. Maturities shall generally not exceed the call provisions of the bond issue.

Bond resolution constraints and insurance company restrictions may create issue-specific considerations in addition to the Investment Policy. Annual mark-to-market requirements or specific maturity and average life limitations will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

6. Operating Reserve Funds

The operating reserve funds are essentially City savings. Reductions are generally not anticipated. Therefore, the predictability of the cash requirements of other City funds will govern the appropriate maturity mix. Market conditions, City financial condition, and risk/return analysis may extend the maximum maturity on individual investments to five years and the weighted average days to maturity to three years.

7. Fiduciary Funds

Fiduciary Funds are used to report assets held in a trustee or agency capacity for others. The funds principal therefore cannot be used to support the government's own programs. Since the purpose of these funds is for investment purposes only, market conditions and risk/return analysis allow for a maximum maturity on individual investments of five years.

IV. INVESTMENT POLICIES

A. Eligible Investments

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. The purchase of specific issues may at times be restricted or prohibited by the Investment Officers. City funds governed by this Policy may be invested in:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage backed securities, collateralized mortgage obligations, and real estate mortgage investment conduits.
2. Direct obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including any obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC).
3. Obligations of states, agencies, counties, cities, and other political subdivisions of any State having been rated as to investment quality by a nationally recognized investment rating firm

and having received a rating of not less than "A" or its equivalent.

4. Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas, and secured by obligations described by 1-3, above which are eligible investments under the Public Funds Investment Act, pledged with a third party selected or approved by the City, and having a market value of not less than the principal plus accrued interest of the funds invested. The term includes direct security repurchase agreements entered into by the City and reverse repurchase agreements only obtained in connection with investment by the City in an Eligible Investment Pool or Money Market Mutual Fund. A signed Master Repurchase Agreement, or similar agreement, shall govern all City repurchase agreement transactions of this section.
5. Certificates of deposit, and other forms of deposit, issued by State and national banks that have their main office or a branch in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or, secured by obligations that are described by 1-3 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities, but excluding those mortgage-backed securities of the nature described in Section 2256.009(b) of the Texas Government Code, that have a market value of not less than the principal plus accrued interest of the deposits, or in any other manner and amount provided by law and this Policy for deposits of the City;
 - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest, and,
 - c. solicited for bid verbally, in writing, electronically, or any combination of those methods.
6. Money market mutual funds registered with the Securities & Exchange Commission, that adheres to Securities & Exchange Commission Regulation 2a-7, that fully invests dollar-for-dollar all City funds without sales commissions or loads, and whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The City may not invest funds under its control in an amount that exceeds 10% of the total assets of individual money market mutual fund. [Sec. 2256.014(c)]
7. Eligible Investment Pools as defined in Section 2256.016 of the Texas Government Code provided that (a) investment in the particular pool has been authorized by the City Council; (b) the pool shall have furnished the Investment Officers or other authorized representatives of the City an offering circular containing the information required by Section 2256.016(b) of the Government Code; (c) the pool shall furnish to the Investment Officers or other authorized representatives of the City investment transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the Investment Officers or other authorized representatives of the City monthly reports that contain the information required by Section 2256.016(c) of the Government Code; (e) the pool shall mark its portfolio to market daily and stabilize at a \$1.00 net asset value; (f) the pool's assets shall consist exclusively of the obligations allowed by the Act; (g) and whose investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy.

B. Protection of Principal

The City shall seek to control the risk of loss due to the failure of an investment issuer or grantor. Such risk shall be controlled by investing only in the safest types of investments as defined in the Policy, by qualifying the broker/dealers and financial institutions with whom the City will transact business, by collateralization as required by law, and through portfolio diversification by maturity and type.

The Investment Officer shall periodically monitor rating changes of investments. The City shall take prudent measures to liquidate any investment that is downgraded to less than the minimum rating required. Pursuant to the Act, the City is not required to liquidate investments that were authorized investments at the time of purchase.

The purchase of individual securities shall be executed "delivery-versus-payment" through the City's Safekeeping Agent. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased.

1. Collateralization

Consistent with the requirements of State law, the City requires all financial institution deposits to be federally insured or collateralized with eligible securities, letter of credit, or FDIC insurance. Financial institutions serving as City depositories will be required to sign a depository or collateral agreement with the City. The custodial portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the agreement must be in writing;
- the agreement has to be executed by the depository and the City contemporaneously with the acquisition of the asset;
- the agreement must be approved by the Board of Directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the City; and
- the agreement must be part of the depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State law. Each counter - party to a repurchase transaction is required to sign a copy of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement, or similar agreement, as approved by the City. An executed copy of this agreement must be on file before the City will enter into any counterparty transaction.

a. Allowable Collateral

Acceptable forms of collateral are limited to those authorized by the Act and the Public Funds Collateral Act (Section 2257, Texas Government Code), as amended, and meet the constraints of this Policy.

b. Collateral Levels

For pledged securities, the market value of the principal portion of collateral pledged for deposits must at all times be equal to or greater than 102% of the total amount of deposits plus any accrued interest, less the applicable level of FDIC insurance. For deposits, the

City may accept a letter of credit issued by a U.S. Agency or Instrumentality. The value of the letter of credit must be equal to or greater than 100% of the total amount of deposits plus any anticipated interest, less the insurance provided by the FDIC.

c. Monitoring Collateral Adequacy

The City shall require monthly reports and confirm market values of pledged securities from independent sources. The Investment Officers will monitor adequacy of collateralization levels to verify market values and total collateral positions.

d. Additional Collateral and Securities

If the value of the securities pledged falls below the required collateral level, the financial institution must pledge additional securities no later than the end of the next succeeding business day.

e. Collateral Substitution and Release

Collateralized deposits and repurchase agreements often require substitution of collateral. Substitution is allowable if the substituted security's value is equal to or greater than the required security level, but should be limited, if possible, to minimize potential administrative problems. The City's Investment Officers must approve the release of collateral prior to its removal from the custodial account in accordance with the terms of the depository or collateral agreement.

2. Safekeeping

The City shall contract with a third-party safekeeping agent for the safekeeping of securities owned by the City as a part of its investment portfolio. The securities will be held in an account in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

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Additionally, the registered principal of any investment pool or discretionary investment manager seeking to transact investment business with the City shall execute a written instrument substantially to the effect that the registered principal has:

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The City may select, through City Council approval, an Investment Advisor to advise the City in the investment of City funds and other responsibilities including but not limited to broker/dealer compliance, investment selection, competitive bidding, investment reporting, and investment documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940 as well as with the Texas State Securities Board.

An Investment Advisor, as defined by the Investment Advisor's Act of 1940, is any person who pursuant to a contract regularly furnishes advice with respect to the desirability of investing in, purchasing, or selling securities or other property.

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D. Responsibility and Controls

1. Authority to Invest

The Finance Director, Controller and Senior Accountant are the "Investment Officers" of the City. As Investment Officers, they are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage City funds according to the rules governing the investment of City funds provided in this Policy.

2. Investment Officer Required Training

The City's Investment Officers shall:

- a. attend at least one training session from an independent source approved by City Council as provided for in this Policy and accumulate at least 10 hours of instruction relating to the Investment Officers' responsibilities within 12 months after taking office or assuming duties; and
- b. attend at least one investment training session not less than once in a two-year period, that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and accumulate not less than 8 hours of instruction relating to investment responsibilities from an independent source approved by City Council as provided for in this Policy.

Approved independent training sources include:

- Center for Public Management at the University of North Texas
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The Finance Director will oversee the maintenance of a system of internal controls over the investment activities of the City.

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a. Quarterly Report

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a signed investment report compliant with the Act to the City Council at least quarterly. "Weighted average yield to maturity" shall be the portfolio performance standard presented in the report. Market price of the City investments in the report shall be valued by a source independent from the transaction. The investment report shall:

1. describe in detail the investment position of the City;
2. contain a summary statement of each pooled fund group that states the:
 - a. ending book and market value for the period; and
 - b. fully accrued interest for the reporting period;
3. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
4. state the maturity date of each investment;
5. state the fund for which each investment was purchased; and
6. state the compliance of the investment portfolio with the City's Investment Policy and the Public Funds Investment Act.

b. Annual Report and Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies. The quarterly reports shall also be formally reviewed by an independent auditor with the results of the review provided to the City Council by that auditor.

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proposed in investment methods or procedures prior to their implementation. The Investment Policy, including a section on Investment Strategies shall be adopted annually by the City Council.

APPROVED this 17th day of November, 2022.

Mike Snyder, Mayor

ATTEST:

Angela Walton, City Secretary

Exhibit A

Authorized Broker/Dealer List

FHN Financial
Multi-Bank Securities
Hilltop Securities
Stifel Financial
Wells Fargo Securities

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, November 17, 2022

Department: City Secretary /

Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Financial Report for the Quarter Ending September 30, 2022 (Finance)
Meeting: Thursday, November 17, 2022
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

Preliminary, unaudited financial results for the year indicate a strong budgetary performance for both the general and utility funds. A general fund surplus of over \$6 million is forecasted, driven by 111% of budgeted revenues being collected, and 79% of budgeted expenditures being expended. Utility fund revenues are at 119% of the budget, while expenses are approximately 96% of the budget.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:



MONTHLY FINANCIAL AND INVESTMENT REPORT

FOR THE QUARTER ENDED SEPTEMBER 30, 2022

Finance Department

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Statement of Revenues and Expenditures, Budget and Actual

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ENTERPRISE FUNDS

Statement of Revenues and Expenses – Budget and Actual

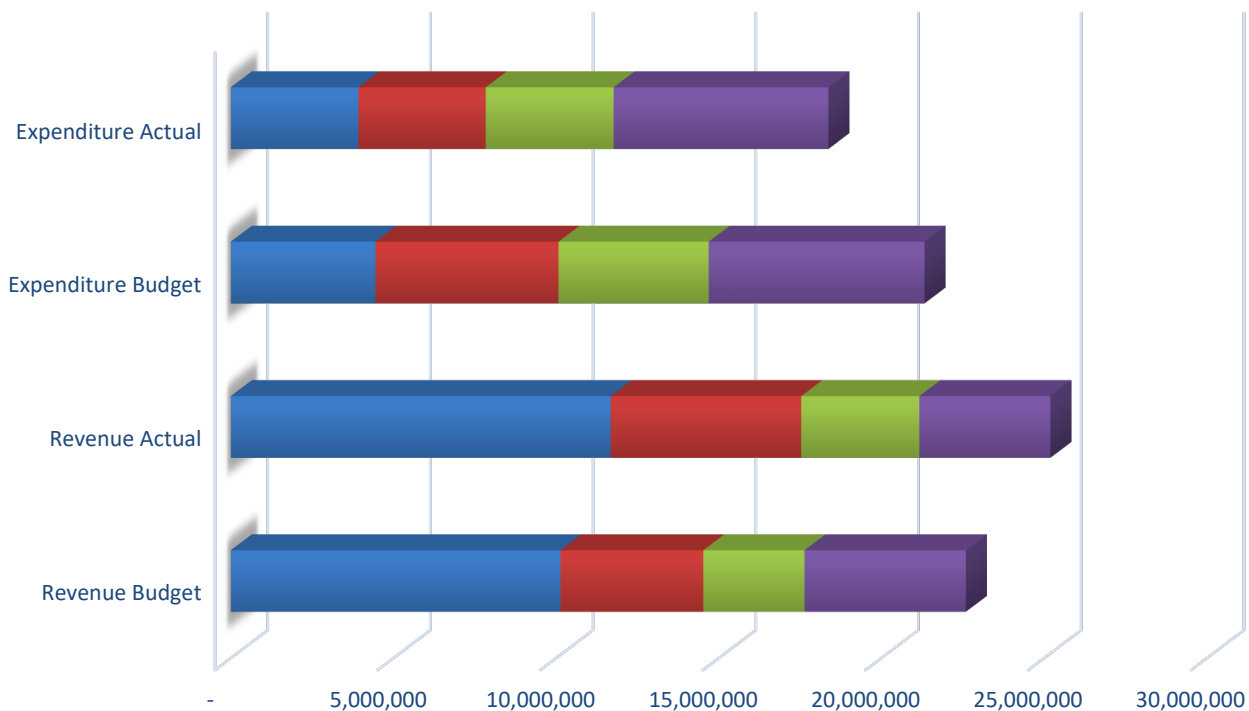
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MONTHLY INVESTMENT REPORT

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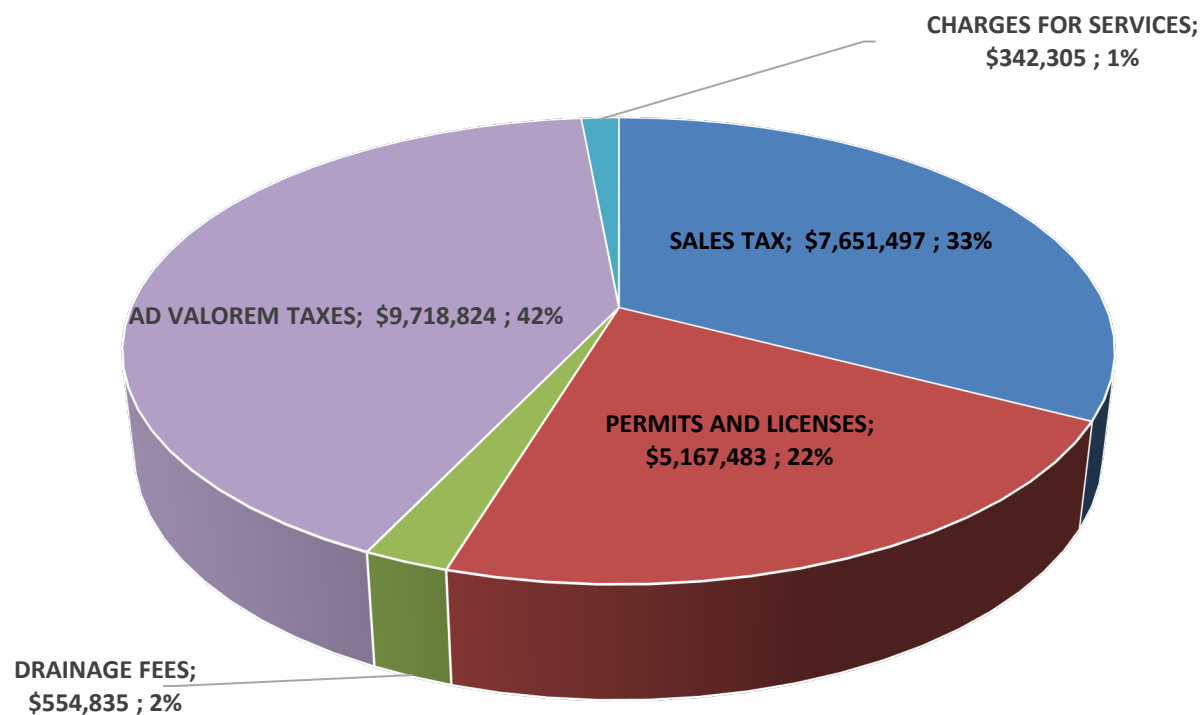
FINANCIAL DASHBOARD FOR THE QUARTER ENDING SEP 30, 2022

General Fund



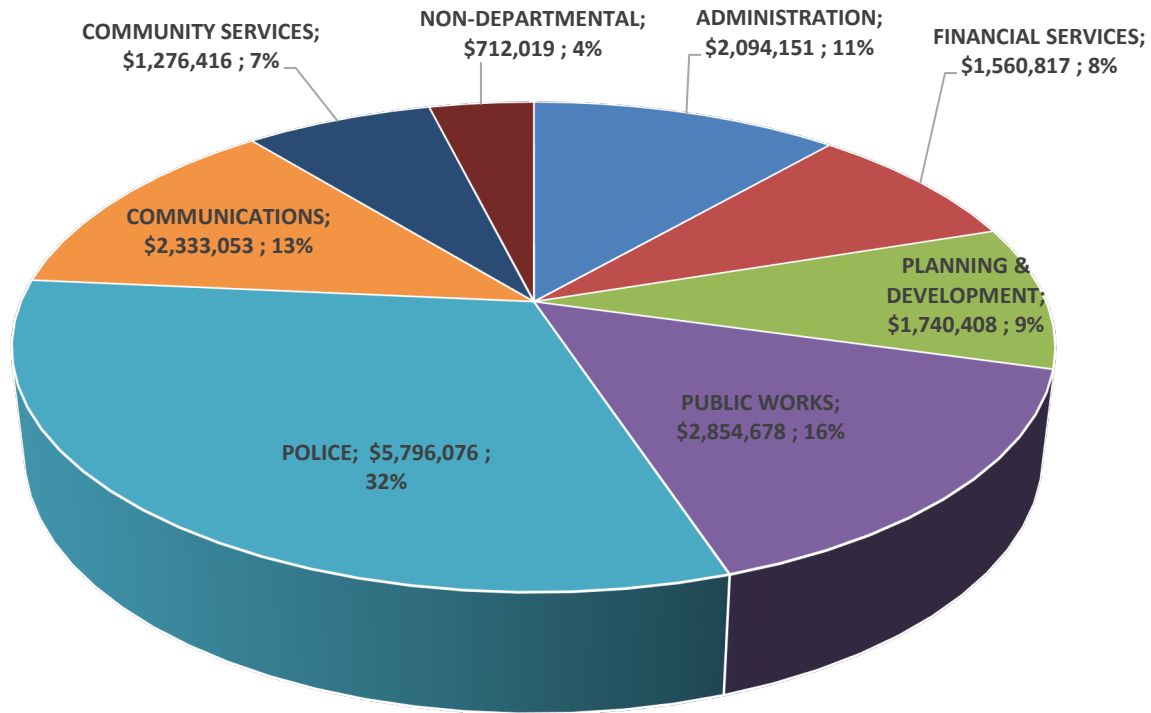
	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
■ Quarter 1	10,133,812	11,675,938	4,446,158	3,920,762
■ Quarter 2	4,387,929	5,858,370	5,625,403	3,914,490
■ Quarter 3	3,111,318	3,630,786	4,616,754	3,931,483
■ Quarter 4	4,961,840	4,025,303	6,636,184	6,600,881

GENERAL FUND REVENUE

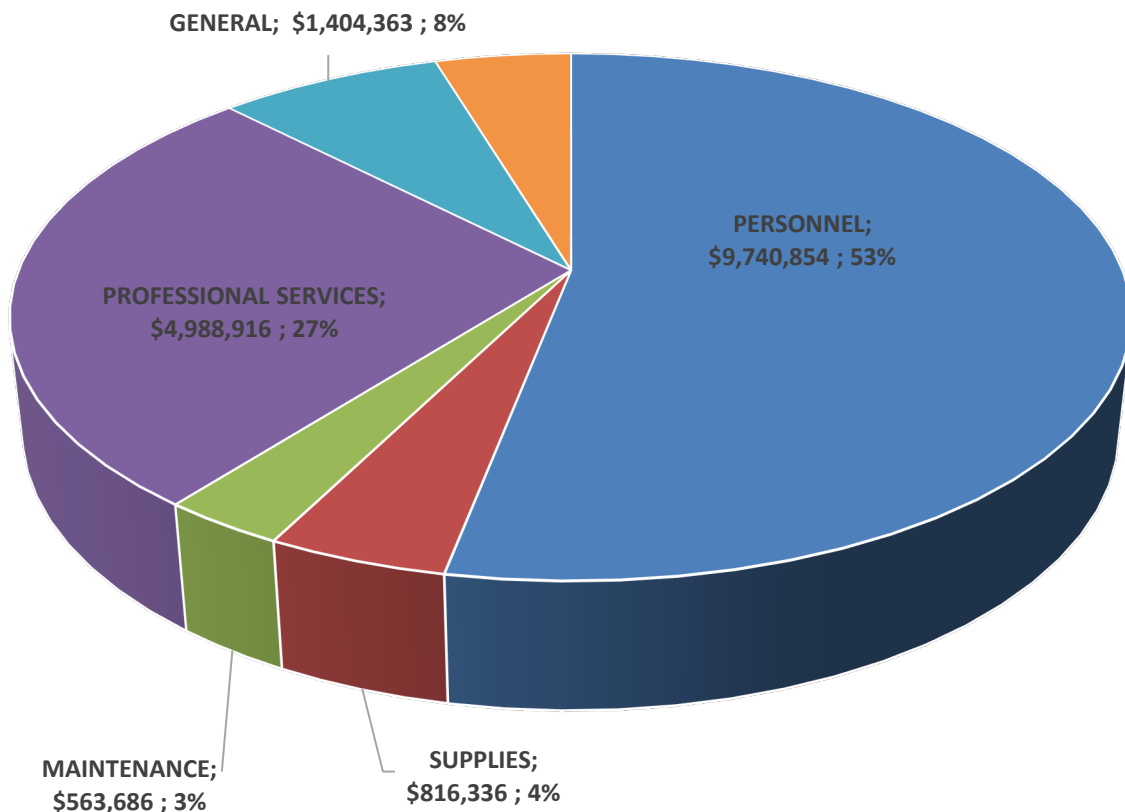


FINANCIAL DASHBOARD FOR THE QUARTER ENDING SEP 30, 2022

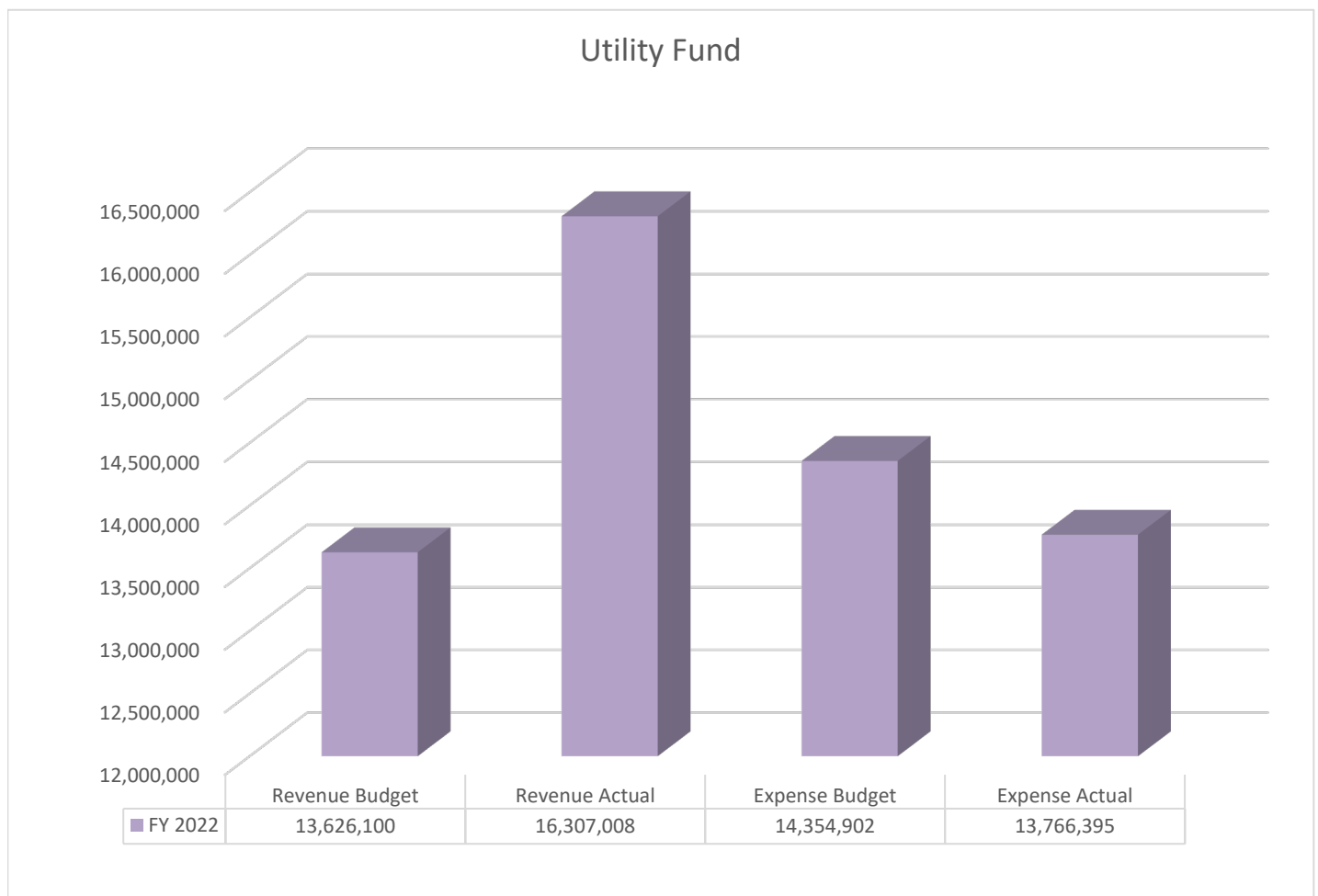
GENERAL FUND EXPENDITURES BY DEPARTMENT (YTD)



GENERAL FUND EXPENDITURES BY TYPE



FINANCIAL DASHBOARD FOR THE QUARTER ENDING SEP 30, 2022

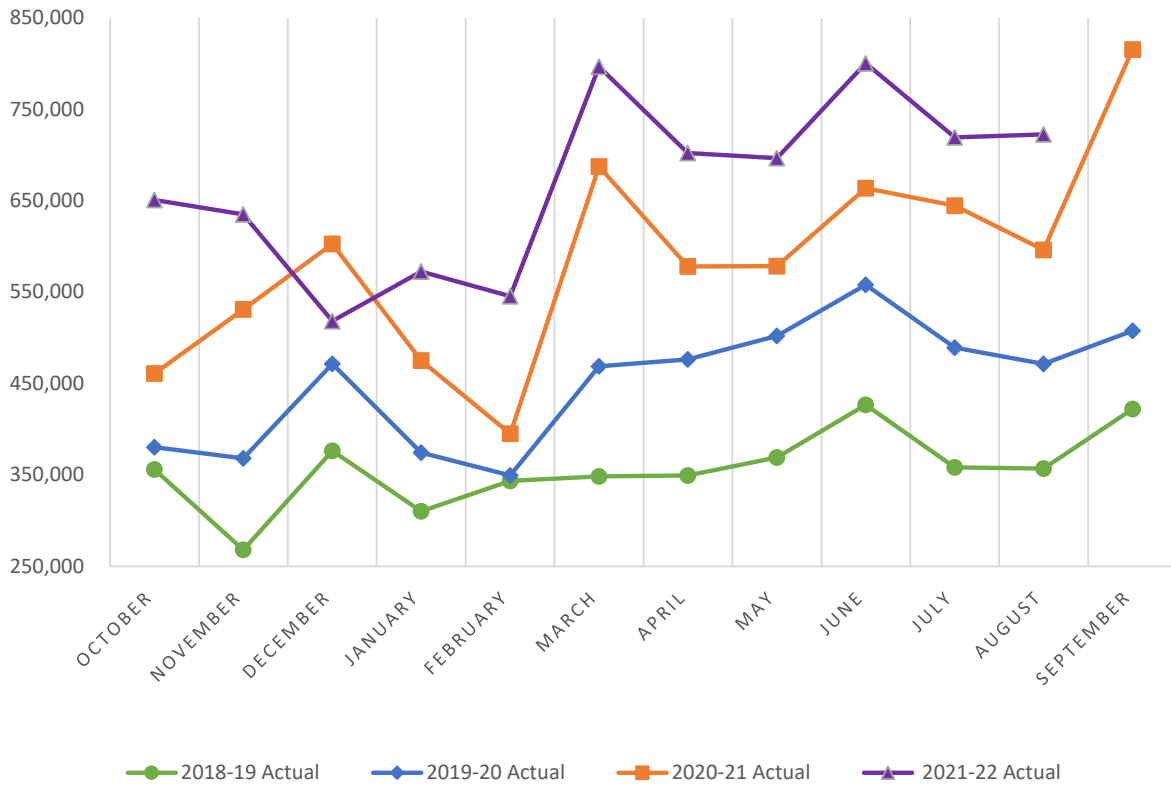


- Utility revenues were at 120% of budget
- Expenses were at 96% of budget

CITY ONLY Monthly Sales Tax Revenue

Received Month	FY Accrual Month	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Estimate	Actual
December	October	355,906	380,217	460,839	440,696	650,779
January	November	268,005	368,031	531,091	426,572	635,102
February	December	376,485	471,312	602,713	546,281	518,338
March	January	310,216	374,496	475,083	434,064	572,428
April	February	343,422	349,480	395,000	405,070	545,417
May	March	348,258	468,816	687,438	543,387	796,610
June	April	349,284	476,524	578,119	552,322	702,235
July	May	369,062	501,930	578,444	581,769	696,432
August	June	426,662	558,000	663,684	646,758	800,353
September	July	358,298	489,116	644,647	566,917	719,296
October	August	356,908	471,586	596,256	546,598	722,693
November	September	422,002	507,797	815,296	588,569	-
% Y-T-D Change		17.3%	26.4%	29.7%	6,279,002	7,359,684

SALES TAX COMPARISON



CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED SEPTEMBER 30, 2022

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
AD VALOREM TAXES	\$ 10,873,091	\$ 79,392	\$ 9,718,824	\$ (1,154,267)	89.38%
SALES TAX	6,229,002	744,964	7,651,497	1,422,495	122.84%
FRANCHISE FEES	952,355	14	860,226	(92,129)	90.33%
PERMITS AND LICENSES	3,285,200	635,934	5,167,483	1,882,283	157.30%
CHARGES FOR SERVICES	172,250	12,157	342,305	170,055	198.73%
FINES	238,000	31,995	372,277	134,277	156.42%
DRAINAGE FEES	450,000	48,986	554,835	104,835	123.30%
GRANT REVENUE	-	-	48,597	48,597	0.00%
OTHER REVENUES	100,000	4,385	87,049	(12,951)	87.05%
INTEREST	20,000	74,920	232,689	212,689	1163.45%
SUB - TOTAL	\$ 22,319,898	\$ 1,632,746	\$ 25,035,781	\$ 2,715,883	112.17%
TRANSFER FROM OTHER FUNDS	275,000	11,783	102,460	(172,540)	37.26%
FUND BALANCE	-	-	-	-	
TOTAL REVENUES	\$ 22,594,898	\$ 1,644,529	\$ 25,138,242	\$ 2,543,344	111.26%
GENERAL FUND SUMMARY					
TOTAL REVENUE INCLUDING TRANSFERS	\$ 22,594,898	\$ 1,644,529	\$ 25,138,242	\$ 2,543,344	111.26%
GENERAL FUND EXPENDITURES	23,193,231	3,166,697	18,367,617	4,825,614	79.19%
BUDGETED FUND BALANCE	-	-	-	-	
BALANCE	\$ (598,333)	\$ (1,522,167)	\$ 6,770,624	\$ 7,368,957	

NOTES:

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

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED SEPTEMBER 30, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 812,051	\$ 68,515	\$ 609,431	\$ 202,621	75.05%
SUPPLIES	2,650	1,155	4,129	(1,479)	155.83%
PROFESSIONAL SERVICES	145,050	3,676	262,855	(117,805)	181.22%
GENERAL	17,750	2,602	16,683	1,067	93.99%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 977,501	\$ 75,948	\$ 893,099	\$ 84,402	91.37%
CITY COUNCIL					
PERSONNEL	\$ 74,942	\$ 7,713	\$ 69,396	\$ 5,546	92.60%
SUPPLIES	2,500	85	2,928	(428)	117.11%
PROFESSIONAL SERVICES	4,000	-	621	3,379	15.53%
GENERAL	229,100	26,350	414,590	(185,490)	180.96%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 310,542	\$ 34,149	\$ 487,535	\$ (176,993)	156.99%
HUMAN RESOURCES					
PERSONNEL	\$ 339,405	\$ 42,631	\$ 322,699	\$ 16,706	95.08%
SUPPLIES	2,250	100	3,242	(992)	144.08%
PROFESSIONAL SERVICES	189,700	6,519	121,538	68,162	64.07%
GENERAL	12,100	2,500	8,113	3,987	67.05%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 543,455	\$ 51,750	\$ 455,592	\$ 87,864	83.83%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 212,949	\$ 22,852	\$ 202,523	\$ 10,426	95.10%
SUPPLIES	13,350	35	39,106	(25,756)	292.93%
PROFESSIONAL SERVICES	40,000	-	7,034	32,966	17.58%
GENERAL	10,100	65	9,263	837	91.71%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 276,399	\$ 22,952	\$ 257,926	\$ 18,473	93.32%
FINANCE					
PERSONNEL	\$ 946,776	\$ 89,806	\$ 733,670	\$ 213,106	77.49%
SUPPLIES	7,500	-	7,759	(259)	103.45%
PROFESSIONAL SERVICES	299,250	7,500	194,009	105,241	64.83%
GENERAL	387,600	24,502	331,778	55,822	85.60%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,641,126	121,808	1,267,215	373,910	77.22%
MUNICIPAL COURT					
PERSONNEL	\$ 268,495	\$ 37,591	\$ 263,482	\$ 5,013	98.13%
SUPPLIES	1,550	319	2,047	(497)	132.07%
PROFESSIONAL SERVICES	24,250	348	13,637	10,613	56.23%
GENERAL	20,200	1,162	14,435	5,765	71.46%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 314,495	\$ 39,420	\$ 293,601	\$ 20,894	93.36%
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,002,797	\$ 89,784	\$ 755,574	\$ 247,223	75.35%
SUPPLIES	27,150	893	9,441	17,709	34.77%
PROFESSIONAL SERVICES	760,550	46,618	968,115	(207,565)	127.29%
GENERAL	32,150	292	7,277	24,873	22.64%
CAPITAL OUTLAY	40,000	-	-	40,000	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 1,862,647	\$ 137,587	\$ 1,740,408	\$ 122,239	93.44%
ENGINEERING					
PROFESSIONAL SERVICES	\$ 1,000,000	\$ 859,483	\$ 1,081,774	(81,774)	108.18%
TOTAL ENGINEERING	\$ 1,000,000	\$ 859,483	\$ 1,081,774	\$ (81,774)	108.18%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED SEPTEMBER 30, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 175,681	\$ 21,416	\$ 163,401	\$ 12,279	93.01%
SUPPLIES	13,700	769	12,924	776	94.34%
MAINTENANCE	750	-	-	750	0.00%
PROFESSIONAL SERVICES	10,247	733	10,240	7	99.93%
GENERAL	5,800	-	-	5,800	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 206,178	\$ 22,918	\$ 186,565	\$ 19,613	90.49%
STREETS & DRAINAGE					
PERSONNEL	\$ 699,286	\$ 59,013	\$ 447,216	\$ 252,070	63.95%
SUPPLIES	69,250	10,832	57,989	11,261	83.74%
MAINTENANCE	130,000	63,492	127,409	2,591	98.01%
PROFESSIONAL SERVICES	434,000	63,534	307,085	126,915	70.76%
GENERAL	223,750	17,693	204,470	19,280	91.38%
CAPITAL OUTLAY	1,844,075	273,696	442,169	1,401,906	23.98%
TOTAL STREETS & DRAINAGE	\$ 3,400,361	\$ 488,260	\$ 1,586,338	\$ 1,814,022	46.65%
POLICE					
PERSONNEL	\$ 5,176,963	\$ 496,062	\$ 4,548,572	\$ 628,390	87.86%
SUPPLIES	486,900	40,817	400,621	86,279	82.28%
MAINTENANCE	125,200	886	106,666	18,534	85.20%
PROFESSIONAL SERVICES/FEES	273,500	10,300	279,330	(5,830)	102.13%
GENERAL	114,600	6,699	79,591	35,009	69.45%
CAPITAL OUTLAY	690,000	326,691	381,295	308,705	55.26%
TOTAL POLICE	\$ 6,867,163	\$ 881,456	\$ 5,796,076	\$ 1,071,086	84.40%
CITY SECRETARY					
PERSONNEL	\$ 219,575	\$ 19,833	\$ 172,830	\$ 46,745	78.71%
SUPPLIES	950	-	972	(22)	102.35%
PROFESSIONAL SERVICES	130,000	5,468	89,872	40,128	69.13%
GENERAL	6,700	275	4,334	2,366	64.68%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 357,225	\$ 25,576	\$ 268,008	\$ 89,217	75.03%
COMMUNICATIONS					
PERSONNEL	\$ 291,296	\$ 31,487	\$ 248,683	\$ 42,612	85.37%
SUPPLIES	3,800	1,024	3,698	102	97.32%
PROFESSIONAL SERVICES	115,726	18,926	96,688	19,038	83.55%
GENERAL	7,500	-	5,568	1,932	74.24%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 418,322	\$ 51,438	\$ 354,638	\$ 63,684	84.78%
LIBRARY					
PERSONNEL	\$ 188,668	\$ 24,815	\$ 181,802	\$ 6,866	96.36%
SUPPLIES	49,800	2,904	49,621	179	99.64%
PROFESSIONAL SERVICES	3,900	-	2,059	1,841	52.80%
GENERAL	3,900	141	3,383	517	86.75%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 246,268	\$ 27,859	\$ 236,865	\$ 9,403	96.18%
COMMUNITY RELATIONS					
PERSONNEL	\$ 176,049	\$ 20,189	\$ 169,104	\$ 6,945	96.06%
SUPPLIES	231,400	10,252	95,131	136,269	41.11%
PROFESSIONAL SERVICES	435,500	50,016	369,882	65,618	84.93%
GENERAL	9,500	-	5,254	4,246	55.30%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 852,449	\$ 80,457	\$ 639,371	\$ 213,078	75.00%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED SEPTEMBER 30, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 258,071	\$ 30,206	\$ 198,863	\$ 59,208	77.06%
SUPPLIES	64,600	7,777	55,974	8,626	86.65%
PROFESSIONAL SERVICES	648,200	44,360	548,023	100,177	84.55%
GENERAL	10,600	-	1,314	9,286	12.39%
CAPITAL OUTLAY	40,000	-	29,998	10,002	75.00%
TOTAL INFORMATION TECHNOLOGY	\$ 1,021,471	\$ 82,343	\$ 834,171	\$ 187,300	81.66%
PARKS MAINTENANCE					
PERSONNEL	\$ 416,111	\$ 46,226	\$ 335,882	\$ 80,229	80.72%
SUPPLIES	9,750	5,191	20,793	(11,043)	213.26%
MAINTENANCE	81,500	4,933	85,414	(3,914)	104.80%
PROFESSIONAL SERVICES	260,000	15,848	162,910	97,090	62.66%
GENERAL	25,000	-	92	24,909	0.37%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PARKS MAINTENANCE	\$ 792,361	\$ 72,198	\$ 605,090	\$ 187,271	76.37%
PARKS & RECREATION					
PERSONNEL	\$ 158,618	\$ 12,147	\$ 117,443	\$ 41,175	74.04%
SUPPLIES	28,800	12,672	19,463	9,337	67.58%
PROFESSIONAL SERVICES	11,500	-	20,962	(9,462)	182.28%
GENERAL	20,750	3,040	28,582	(7,832)	137.75%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PARKS & RECREATION	\$ 219,668	\$ 27,858	\$ 186,450	\$ 33,218	84.88%
FLEET MAINTENANCE					
PERSONNEL	\$ 80,796	\$ 8,979	\$ 78,877	\$ 1,919	97.63%
SUPPLIES	32,450	-	3,488	28,962	10.75%
MAINTENANCE	130,000	4,509	102,226	27,774	78.64%
PROFESSIONAL SERVICES	5,000	1,509	8,253	(3,253)	165.05%
GENERAL	250	-	-	250	0.00%
CAPITAL OUTLAY	45,000	-	-	45,000	0.00%
TOTAL FLEET MAINTENANCE	\$ 293,496	\$ 14,998	\$ 192,843	\$ 100,652	65.71%
FACILITY MAINTENANCE					
PERSONNEL	\$ 185,284	\$ 13,010	\$ 121,405	\$ 63,880	65.52%
SUPPLIES	28,950	2,519	14,016	14,934	48.42%
MAINTENANCE	600,000	6,025	71,600	528,400	11.93%
PROFESSIONAL SERVICES	88,500	6,400	84,563	3,937	95.55%
GENERAL	2,000	-	447	1,553	22.35%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FACILITY MAINTENANCE	\$ 904,734	\$ 27,954	\$ 292,031	\$ 612,703	32.28%
NON-DEPARTMENTAL					
SUPPLIES	\$ 12,000	\$ 719	\$ 12,995	\$ (995)	108.30%
MAINTENANCE	70,371	-	70,371	-	100.00%
PROFESSIONAL SERVICES	350,000	532	359,464	(9,464)	102.70%
GENERAL	255,000	19,035	269,189	(14,189)	105.56%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	\$ 687,371	\$ 20,286	\$ 712,019	\$ (24,648)	103.59%
TOTAL EXPENDITURES	\$ 23,193,231	\$ 3,166,697	\$ 18,367,617	\$ 4,825,614	79.19%

CITY OF HUTTO
SPECIAL REVENUE FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED SEPTEMBER 30, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
HOTEL TAX FUND					
REVENUES	\$ 175,000	\$ 11,032	\$ 257,017	\$ 82,017	146.87%
EXPENDITURES	175,000	-	-	175,000	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	\$ -	\$ 11,032	\$ 257,017	\$ 257,017	
PEG CAPITAL FUND					
REVENUES	\$ 70,000	\$ -	\$ 33,142	\$ (36,858)	47.35%
EXPENDITURES	45,000	-	58,907	(13,907)	130.90%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	\$ 25,000	\$ -	\$ (25,765)	\$ (50,765)	
PARK IMPROVEMENT FUND					
REVENUES	\$ 251,500	\$ -	\$ 1,365,347	\$ 1,113,847	542.88%
EXPENDITURES	1,000,000	-	171,553	828,447	17.16%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	\$ 1,251,500	\$ -	\$ 1,536,900	\$ 1,942,294	
COMMUNITY PID FEES					
REVENUES	\$ -	\$ 6,861	\$ 2,949,037	\$ 2,949,037	0.00%
EXPENDITURES	-	-	-	-	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	\$ -	\$ 6,861	\$ 2,949,037	\$ 2,949,037	
COMMUNITY DEVELOPMENT CORPORATION					
REVENUES	\$ 2,307,651	\$ 252,240	\$ 3,001,993	\$ 694,342	130.09%
EXPENDITURES	2,894,086	127,908	2,404,482	489,604	83.08%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	\$ (586,435)	\$ 124,332	\$ 597,511	\$ 204,738	
TRANSPORTATION IMPROVEMENT FUND					
REVENUES	\$ -	\$ (247,877)	\$ 1,072,732	\$ 1,072,732	0.00%
EXPENDITURES	-	-	-	-	0.00%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	\$ -	\$ (247,877)	\$ 1,072,732	\$ 1,072,732	

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED SEPTEMBER 30, 2022

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 13,480,000	\$ 1,390,776	\$ 15,388,847	\$ 1,908,847	114.16%
FEES	131,000	17,493	196,109	65,109	149.70%
OTHER REVENUES	15,000	22,411	705,903	690,903	4706.02%
INTEREST	100	4,434	16,149	16,049	16149.10%
SUB - TOTAL	<u>\$ 13,626,100</u>	<u>\$ 1,435,115</u>	<u>\$ 16,307,008</u>	<u>\$ 2,680,908</u>	119.67%
TRANSFER FROM OTHER FUNDS	-	-	-	-	0.00%
FUND BALANCE	-	-	-	-	0.00%
TOTAL REVENUES	<u>\$ 13,626,100</u>	<u>\$ 1,435,115</u>	<u>\$ 16,307,008</u>	<u>\$ 2,680,908</u>	119.67%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 403,634	\$ 43,941	\$ 310,720	\$ 92,913	76.98%
SUPPLIES	136,350	5,076	113,086	23,264	82.94%
MAINTENANCE	2,000	-	410	1,590	20.48%
PROFESSIONAL SERVICES	79,000	13,851	80,861	(1,861)	102.36%
GENERAL	318,000	53,371	390,966	(72,966)	122.95%
CAPITAL OUTLAY	60,000	12,287	58,687	1,313	97.81%
TOTAL UTILITY BILLING	<u>\$ 998,984</u>	<u>\$ 128,526</u>	<u>\$ 954,731</u>	<u>\$ 44,253</u>	95.57%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 298,625	\$ 40,826	\$ 321,766	\$ (23,141)	107.75%
SUPPLIES	10,500	833	6,822	3,678	64.97%
PROFESSIONAL SERVICES	-	-	-	-	0.00%
GENERAL	1,600	-	148	1,452	9.25%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	<u>\$ 310,725</u>	<u>\$ 41,659</u>	<u>\$ 328,736</u>	<u>\$ (18,011)</u>	105.80%
UTILITY OPERATIONS					
PERSONNEL	\$ 849,769	\$ 97,300	\$ 863,624	\$ (13,856)	101.63%
SUPPLIES	261,000	21,010	250,808	10,192	96.10%
MAINTENANCE	453,420	37,135	217,074	236,346	47.87%
PROFESSIONAL SERVICES	4,156,830	427,243	3,915,665	241,165	94.20%
GENERAL	394,500	36,018	377,150	17,350	95.60%
CAPITAL OUTLAY	535,000	-	465,368	69,632	86.98%
TOTAL UTILITY OPERATIONS	<u>\$ 6,650,519</u>	<u>\$ 618,706</u>	<u>\$ 6,089,689</u>	<u>\$ 560,830</u>	91.57%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 75,000	\$ 3,113	\$ 81,294	\$ (6,294)	108.39%
GENERAL	110,000	8,523	102,270	7,730	92.97%
TRANSFERS TO OTHER FUNDS	6,209,675	517,473	6,209,675	-	100.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 6,394,675</u>	<u>\$ 529,108</u>	<u>\$ 6,393,239</u>	<u>\$ 1,436</u>	99.98%
TOTAL EXPENSES	<u>\$ 14,354,902</u>	<u>\$ 1,318,000</u>	<u>\$ 13,766,395</u>	<u>\$ 588,507</u>	95.90%
NET CHANGE IN FUND BALANCE	<u>\$ (728,802)</u>	<u>\$ 117,115</u>	<u>\$ 2,540,613</u>	<u>\$ (3,269,415)</u>	

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED SEPTEMBER 30, 2022

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY IMPACT FEES FUND					
REVENUES	\$ 3,800,000	\$ 746,979	\$ 1,279,449	\$ (2,520,551)	33.67%
EXPENSES	2,192,000	104,392	488,029	1,703,971	22.26%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ 1,608,000</u>	<u>\$ 642,587</u>	<u>\$ 791,420</u>	<u>\$ (816,580)</u>	
UTILITY CIP FUND					
REVENUES	\$ 50,000	\$ 11,026	\$ 67,858	\$ 17,858	135.72%
EXPENSES	7,361,192	499,960	4,531,013	2,830,179	61.55%
BUDGETED FUND BALANCE	7,311,192	-	-	(7,311,192)	
NET CHANGE	<u>\$ -</u>	<u>\$ (488,934)</u>	<u>\$ (4,463,155)</u>	<u>\$ (4,463,155)</u>	
SOLID WASTE FUND					
REVENUES	\$ 2,000,000	\$ 194,436	\$ 2,326,563	\$ 326,563	116.33%
EXPENSES	2,000,000	347,493	1,973,913	26,087	98.70%
BUDGETED FUND BALANCE	-	-	-	-	
NET CHANGE	<u>\$ -</u>	<u>\$ (153,058)</u>	<u>\$ 352,650</u>	<u>\$ 352,650</u>	



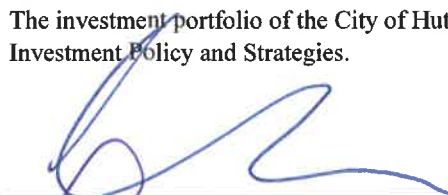
INVESTMENT PORTFOLIO REPORT

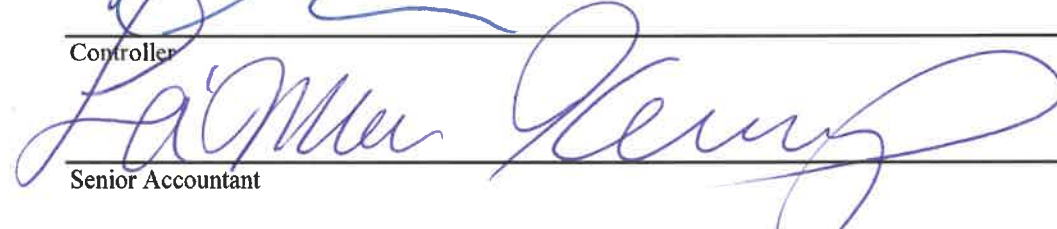
For the Month Ended

September 30, 2022

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

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


Controller


Senior Accountant

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

Summary

Month End Results by Investment Category:

<u>Asset Type</u>	<u>August 31, 2022</u>		<u>September 30, 2022</u>		
	<u>Book Value</u>	<u>Market Value</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>
Bank Deposits	\$ 11,543,968	\$ 11,543,968	\$ 13,985,287	\$ 13,985,287	0.03%
MMF Sweep/MMA	1,879,116	1,879,116	1,882,463	1,882,463	2.14%
LGIPs	56,549,910	56,549,910	56,251,424	56,251,424	2.39%
Totals	\$ 69,972,994	\$ 69,972,994	\$ 72,119,174	\$ 72,119,174	

<u>Average Yield - Current Month (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	1.92%	Total Portfolio	0.58%
Rolling Three Month Treasury	2.76%	Rolling Three Month Treasury	0.81%
Rolling Six Month Treasury	2.46%	Rolling Six Month Treasury	0.79%
		TexPool	0.70%

<u>Interest Earnings</u>		
Monthly Interest Income	\$ 114,963	Approximate
Year-to-date Interest Income	\$ 413,721	Approximate

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

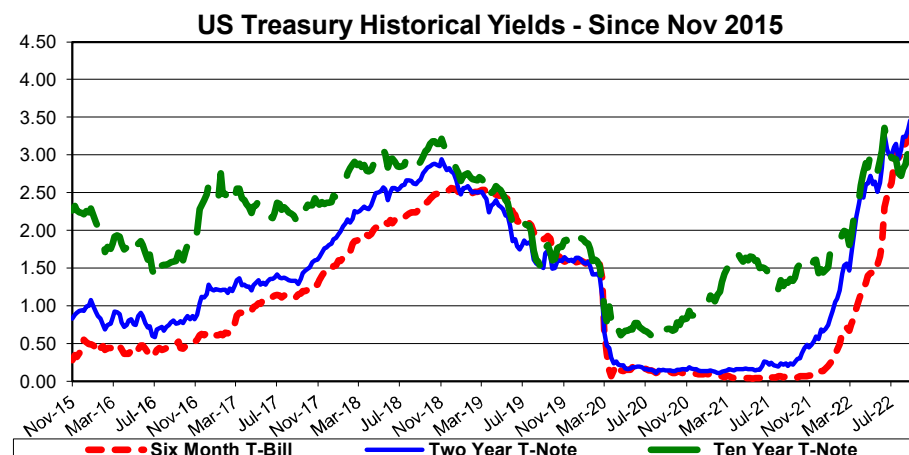
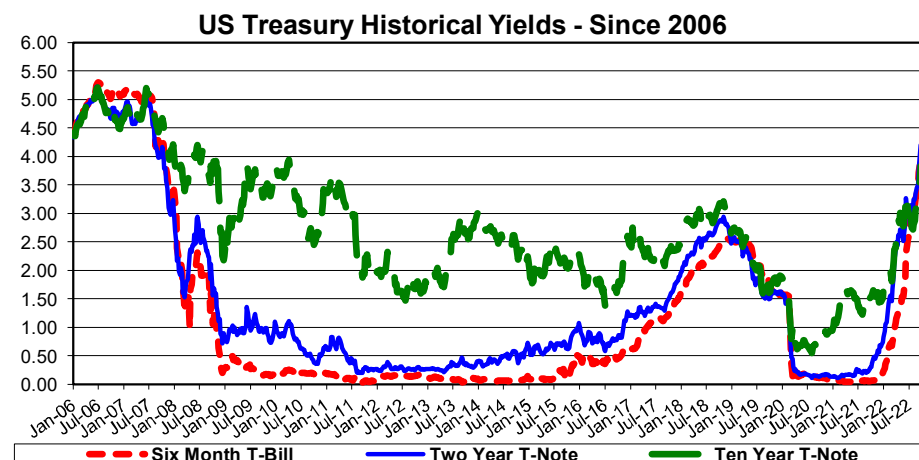
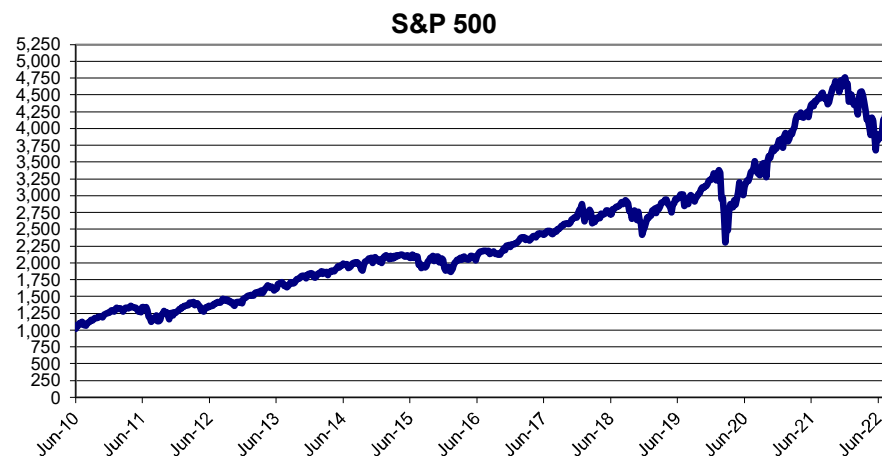
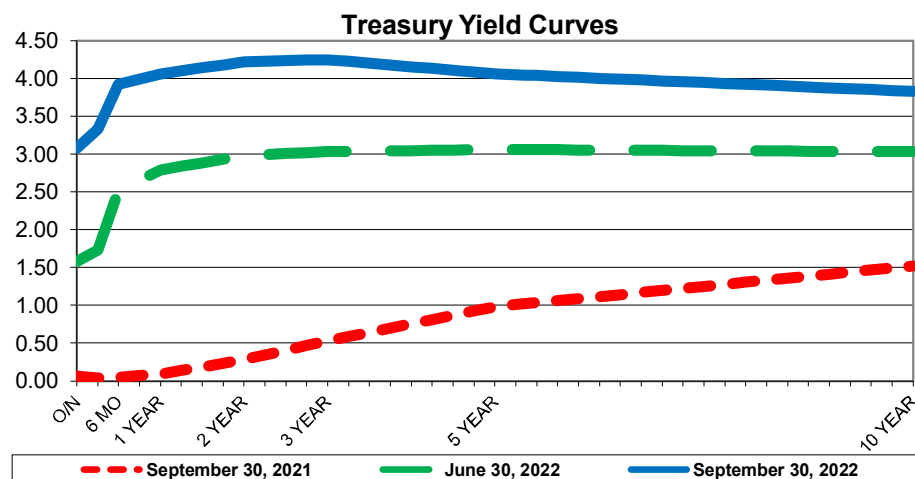
(2) Fiscal Year-to-Date Average Yields calculated using month end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

Economic Overview

9/30/2022

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.75% to 3.00% - 3.25% September 21st (Effective Fed Funds are trading +/-3.10%). The FOMC continued actively reducing their balance sheet. An additional 0.50% - 0.75% increase is currently anticipated November 2nd. Second Quarter GDP was confirmed at -0.6%. Domestic and international economies are slowing. September Non-Farm Payroll added 263k new jobs with a Three Month Average of 372k. Crude oil fell below \$80 per barrel, but OPEC+ announced a target production reduction of 2 million barrels/day. The Stock Markets continued bouncing down and are +/-20% below the 2021 peak. The negatively sloped yield curve (6 months to 10 years, with peak yield at 3 years) may indicated lower future interest rates. Inflation remained well over the FOMC 2% target (Core PCE +/-4.9% and CPI exceeding 8%).



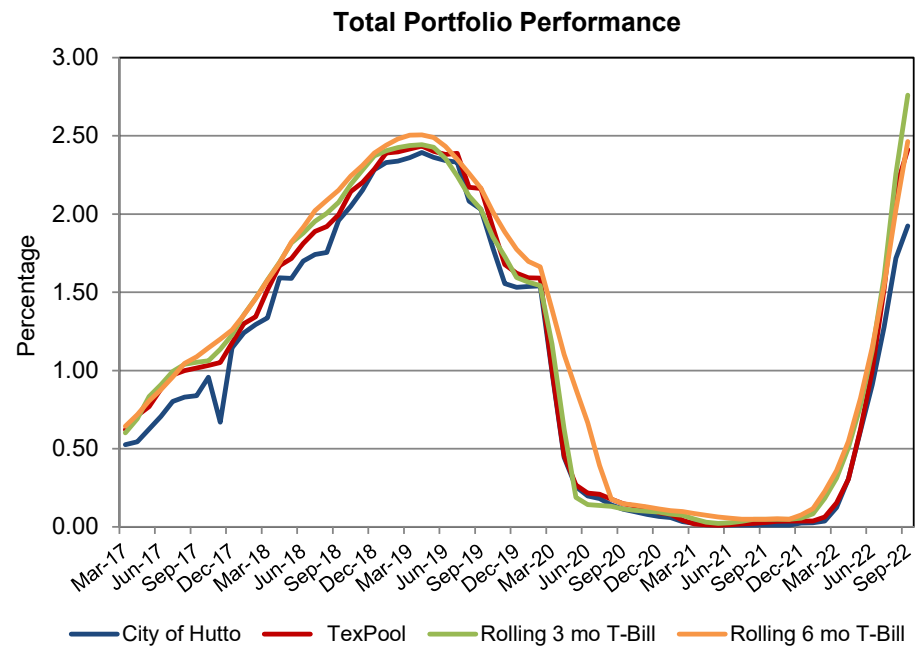
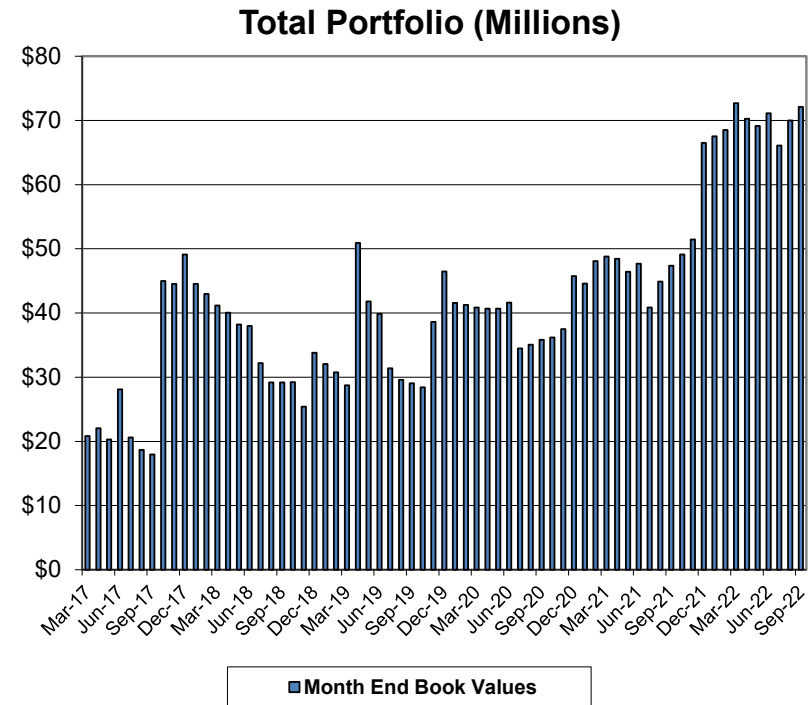
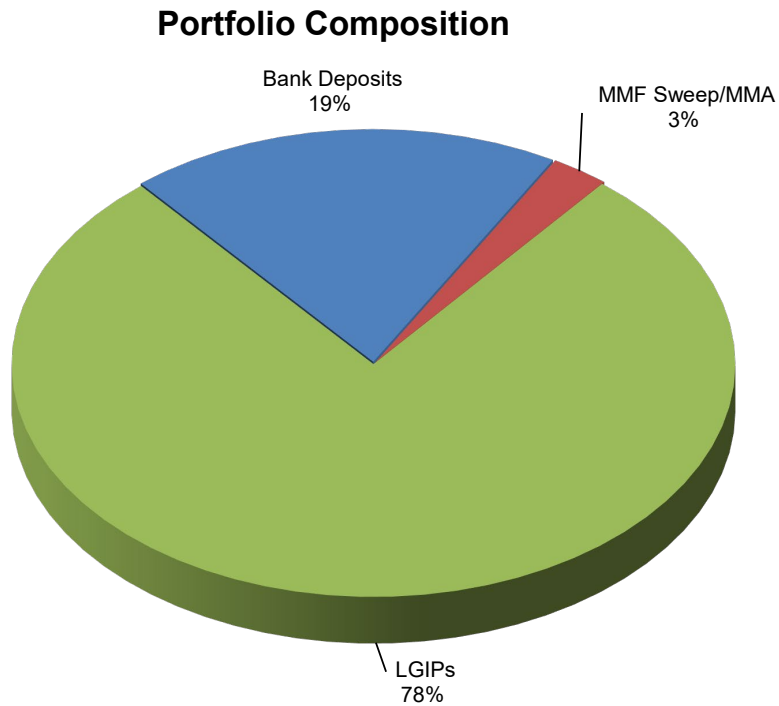
Investment Holdings

September 30, 2022

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Wells Fargo Bank		0.00%	10/01/22	09/30/22	\$ 13,777,877	\$ 13,777,877	1.00	\$ 13,777,877	1	0.00%
Bancorp South		2.16%	10/01/22	09/30/22	207,410	207,410	1.00	207,410	1	2.16%
Bank of Texas MMF		2.14%	10/01/22	09/30/22	1,882,463	1,882,463	1.00	1,882,463	1	2.14%
TexPool	AAAm	2.41%	10/01/22	09/30/22	19,552,484	19,552,484	1.00	19,552,484	1	2.41%
Texas Class	AAAm	2.68%	10/01/22	09/30/22	7,481,335	7,481,335	1.00	7,481,335	1	2.68%
TexSTAR	AAAm	2.29%	10/01/22	09/30/22	29,217,606	29,217,606	1.00	29,217,606	1	2.29%
					\$ 72,119,174	\$ 72,119,174		\$ 72,119,174	1	1.92%
										(1) (2)

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

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



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 08/31/22	Increases	Decreases	Book Value 09/30/22	Market Value 08/31/22	Change in Market Value	Market Value 09/30/22
Wells Fargo Bank	0.00%	10/01/22	\$ 11,336,925	\$ 2,440,952	\$ —	\$ 13,777,877	\$ 11,336,925	\$ 2,440,952	\$ 13,777,877
Bancorp South	2.16%	10/01/22	207,043	367	—	207,410	207,043	367	207,410
Bank of Texas MMF	2.14%	10/01/22	1,879,116	3,347	—	1,882,463	1,879,116	3,347	1,882,463
TexPool	2.41%	10/01/22	20,472,209	—	(919,726)	19,552,484	20,472,209	(919,726)	19,552,484
Texas Class	2.68%	10/01/22	6,915,084	566,251	—	7,481,335	6,915,084	566,251	7,481,335
TexSTAR	2.29%	10/01/22	29,162,617	54,989	—	29,217,606	29,162,617	54,989	29,217,606
TOTAL / AVERAGE	1.92%		\$ 69,972,994	\$ 3,065,905	\$ (919,726)	\$ 72,119,174	\$ 69,972,994	\$ 2,146,180	\$ 72,119,174

Fund Allocation - Book & Market Value
September 30, 2022

		Operating Funds	Debt Service	Capital Projects	Grant Funds	PID Funds	Utility Funds	2014 TWDB
	Total							
Wells Fargo Bank	\$ 13,777,877	\$ 13,777,877						
Bancorp South	207,410	207,410						
Bank of Texas MMF	1,882,463							1,882,463
TexPool	19,552,484	19,552,484						
Texas Class	7,481,335					3,449,037	4,032,298	
TexSTAR	29,217,606	15,329,941	1,097,893	5,830,900	6,958,871			
Total	\$ 72,119,174	\$ 48,867,712	\$ 1,097,893	\$ 5,830,900	\$ 6,958,871	\$ 3,449,037	\$ 4,032,298	\$ 1,882,463

Fund Allocation - Book & Market Value
August 31, 2022

			Operating Funds	Debt Service	Capital Projects	Grant Funds	PID Funds	Utility Funds	2014 TWDB
	Total								
Wells Fargo Bank	\$ 11,336,925	\$ 11,336,925							
Bancorp South	207,043	207,043							
Bank of Texas MMF	1,879,116								1,879,116
TexPool	20,472,209	20,472,209							
Texas Class	6,915,084						2,891,655	4,023,430	
TexSTAR	29,162,617	18,714,502		1,095,827	5,870,571	3,481,717			
Total	\$ 69,972,994	\$ 50,730,680	\$ 1,095,827	\$ 5,870,571	\$ 3,481,717	\$ 2,891,655	\$ 4,023,430	\$ 1,879,116	

AGENDA ITEM REPORT

12.3.



To: City Council
Subject: Consideration, discussion and possible action relating to potential charter amendments and charter review process. (Legal)
Meeting: Thursday, November 17, 2022
Department: Legal /
Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

A charter amendment may be initiated by the city council, which, on its own motion, may order an election for the purpose of submitting a proposed charter amendment to the qualified voters of the city for a vote. Tex. Local Gov't Code §9.004(a). A city council is required to order such an election if it receives a proposed charter amendment that is supported by a petition signed by at least five percent of the qualified voters of the city or 20,000 qualified voters, whichever number is less. Id.

State law does not require that a charter review commission be appointed or elected to prepare a charter amendment. Id. §9.004(a). Additionally, the Texas Supreme Court has concluded that charter amendments do not require the appointment or reelection of a city charter commission. *Yett v. Cook*, 281 S.W. 837, 838 (Tex. 1926). But, some charters require the selection of a charter review commission, and most cities prefer to utilize one. If the charter contains provisions for utilizing a charter review commission, the city must follow those provisions. Otherwise, city council may establish a charter review commission, determine the size of such a commission, and is free to accept, reject, or modify any and all recommendations made by the commission. Section 13.11 of the Hutto City Charter states: "Amendments to this Charter may be framed and submitted to the voters of the City in the manner provided by applicable state law."

The Texas Constitution provides that a city charter shall not be altered, amended or repealed more often than every two years. Tex. Const. Art. XI, §5; *Berka v. City of Lewisville*, 818 S.W. 2d 891, 892 (Tex. App. – Ft. Worth 1991) (the plain language of the Constitution prohibits the holding of an election to amend the city charter within a two-year period after the last charter election, irrespective of whether the amendment would be effective outside the two-year period). The term "year" refers to a calendar year, which equals 365 days or 366 days in a leap year. Tex. Att'y Gen. Op. No. JM-466 (1986).

For the previous election to amend the Charter on May 1, 2021, Council adopted a resolution in September 2020 to provide for a seven-member Charter Review Commission that consists of seven (7) citizens of the City, and each member of the governing body shall appoint one member to the commission. The intention of the Charter Review Commission is to complete the review and provide suggested amendments to the Council in time to call an election for May 6, 2023. The Council has

AGENDA ITEM REPORT

12.3.



the right to revise or change any of the amendments brought to them before the Council requests an election to amend the City Charter.

The last day to submit the charter propositions to Williamson County Elections Department is February 17, 2023. If the Council appoints members to the Charter Review Commission at the December 1, 2022 City Council meeting, the first Charter Review Commission meeting can begin the week of December 5th and the committee will hold as many meetings as necessary until January 19th. The proposed date to present the Charter Review Commission final report will be at the January 19, 2023 City Council meeting. This will give the Council time to discuss and decide at either the February 2nd or February 16th Council meeting what items will be put on the May 6, 2023 ballot.

There will be additional attorney fees and publication costs associated with this election. The exact costs cannot yet be determined.

The Texas Constitution empowers a city to amend its charter in any manner which it may desire, so long as it does not conflict with the Constitution and state law. Tex. Const. Art. XI, §5; Davis v. City of Taylor, 67 S.W. 2d 1033 (1934). Approval of a charter amendment requires approval by a majority of the qualified voters of the city who vote at an election held for that purpose. Tex. Local Gov't Code §9.005(a). Additionally, the attorney general has opined that a home-rule charter cannot provide that it may be amended by an ordinance alone rather than by voter approval. Tex. Att'y Gen. Op. No. GA-433 (2006).

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS: