



City of Hutto

Agenda

City Council Meeting

Thursday, August 17, 2023 at 7:00 PM

City Council Chambers

Hutto City Hall

500 W. Live Oak Street

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. CITY MANAGER COMMENTS**
- 6. 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 August 17, 2023. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

7. PRESENTATIONS

- 7.1. Emergency Preparedness Task Force Presentation (Tom Quoma)

8. PUBLIC HEARINGS AND RELATED ACTION

- 8.1. Conduct a public hearing and possible action on FY 2024 Proposed Budget that is posted on the City website (James Earp)
- 8.2. Consideration and possible action on Resolution No. R-2023-176 calling and setting up a public hearing on September 7, 2023, at 7:00 PM on the proposed tax rate for fiscal year 2023-2024 and determining the proposed tax rate to be included in the hearing notice (Anne LaMere)

9. BOARDS AND COMMISSIONS ACTION

- 9.1. 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

- 9.2. Consideration and possible action regarding Emergency Preparedness Task Force (Mayor Mike Snyder)

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2023-057 amending the Hutto Code of Ordinances, Appendix A, Fee schedule, Article A1.000 Development services, engineering and construction, Sec. A1.003, Subdivision fees and A.1005, Site plan fees (First Reading) (Matt Rector)
- 10.2. Consideration and possible action on Ordinance No. O-2023-058 creating a Street Maintenance Fee (Matt Rector)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter.

11. OTHER BUSINESS

- 11.1. Consideration and possible action to adopt a formal process for annual and semiannual reviews of the City Manager (Councilmember Peter Gordon)
- 11.2. Discussion and possible action on putting on the website Council/staff financial statements and/or campaign finance items (Mayor Snyder)
- 11.3. Consideration and possible action relating to request to the County Attorney for the submittal of a Request for Opinion to the Texas Attorney General on behalf of the City of Hutto regarding whether the term “written verification” as used in three Government Code sections, Section 2271.002 (no boycotting Israel), Section 2276.002 (no boycotting energy companies), and Section 2274.002 (no discriminating against firearm entities or firearm trade associations) respecting government contracts for goods or services require a verification under oath or only a statement in writing (Legal)

12. CONSENT AGENDA ITEMS

- 12.1. Consideration and possible action relating to Resolution No. R-2023-111 approving the Interlocal Agreement between the City of Taylor, the City of Hutto and Williamson County for the construction of Wastewater Facilities (CIP Project WW11 SE Loop WW Interceptor) with a request for funding provided by Williamson County's authorization of American Rescue Plan Act funding in the amount of Ten Million Dollars, (\$10,000,000.00) and authorizing the Mayor to execute the Interlocal Agreement (James Earp)
- 12.2. Consideration and possible action relating to Resolution No. R-2023-144 of the City of Hutto, Texas, approving a Subrecipient Agreement between Williamson County and the City of Hutto in the amount of up to \$10 million dollars for the SE Loop Wastewater Interceptor project (Legal)
- 12.3. Consideration and possible action on Ordinance No. O-2023-055 amending the Budget for the Fiscal Year of October 1, 2022 through September 30, 2023 for Water Reservation and Solid Waste budget amendment (First Reading) (Anne LaMere)
- 12.4. Consideration and possible action on Resolution No. R-2023-184 authorizing the City Manager to execute an agreement with Archer Western for Construction Manager At Risk (CMAR) services associated with the South Wastewater Treatment Plant (S WWTP) expansion to 6.0 MGD in the amount of \$1,175,133 (CIP WW-06) (Matt Rector)
- 12.5. Consideration and possible action relating to Resolution No. R-2023-188 of the City of Hutto, Texas, authorizing the City Manager to execute a change order with Aaron

Concrete Contractors LP in the amount of \$111,771.54 related to the FM 1660 and US 79 turn lane project (CIP T-01) (Matt Rector)

- 12.6. Consideration and possible action on Resolution No. R-2023-189 awarding a contract to Nyle Maxwell Taylor Dealership in an amount not to exceed \$90,000, from approved FY23 vehicles budget, to purchase used vehicles (Jeffrey Yarborough)
- 12.7. Consideration and possible action on Resolution No. R-2023-183 authorizing the City Manager to execute a Benefits Package with Blue Cross and Blue Shield of Texas for Fiscal Year 2024 (Irene Talioaga)
- 12.8. Consideration and possible action on Ordinance No. O-2023-053 repealing curfews due to new state legislation (Chief Jeffrey Yarbrough)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

- 12.9. Consideration and possible action on Ordinance No. O-2023-056 approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2023 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the Company to reimburse ACSC's reasonable rate making expenses (First Reading) (Legal)
- 12.10. Consideration and possible action accepting the July Financial Statements (Anne LaMere)
- 12.11. Consideration and possible action on approving the August 3, 2023 Work Session and August 3, 2023 City Council meeting minutes (Angela Lewis)
- 12.12. Consideration and possible action on Resolution No. R-2023-154 finding that Hutto City Charter Subsection 3.04 (b) is unenforceable against a state employee serving as a council member and such council member must decline per meeting compensation per Attorney General Opinion AC-0001 (Legal)

a. Consideration and possible action waiving the Attorney/Client Privilege and authorizing release of the legal memorandum, affected councilmembers' state job description, and Attorney General Opinion No. KC-0211

- 12.13. Consideration and possible action relating to Ordinance No. O-2023-054 amending Article 1.02, Division 2 meetings, Section 1.02.033, Additional Meetings, of the Hutto Code of Ordinances to authorize the rescheduling or adding regular meetings to be held on the second and fourth Thursday because of school holidays, council approved holidays, educational conferences or because of state law or Hutto City Charter requirements (Legal)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

- 12.14. Consideration and possible action on Ordinance No. O-2023-046 amending the City Rate Schedule to include fees associated with the Stormwater Management Program (Second Reading) (Matt Rector)

- 12.15. Consideration and possible action approving Ordinance No. O-2023-050 amending Article 14.07, Discrimination, of the Hutto Code of Ordinances to prohibit discrimination based on gender identity or sexual orientation (Second Reading) (Councilmember Dan Thornton and Mayor Pro Tem Peter Gordon)

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 Section 551.071 (Consultation with Attorney) related to Resolution No. R-2023-186 authorizing the City Manager to execute the First Amendment to the Second Amended and Restated Development Agreement for Durango Farms between MA Partners, LLC, and the City of Hutto, Texas
- 13.2. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberate as allowed by Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) relating to Resolution No. R-2023-190 providing for the waiver of or reduction of development fees relating to Project 1101
- 13.3. Receive legal advice pursuant to Texas Government Code Section 551.071 relating to reconsideration of Resolution No. R- 2023-181 authorizing the city manager to negotiate and execute a groundwater reservation or similar agreement for a contract for the wholesale delivery and sale of potable water with Recharge Water, L.P.
- 13.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 relating to Resolution No. R-2023-185 of the City of Hutto, Texas authorizing the Amended and Restated Interlocal Agreement between the City of Hutto, Texas and the Williamson County Emergency Services District No. 3 (Legal)
- 13.5. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consideration and possible action on Executive Session Agenda Items

15. 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.

15.1. General Comments from City Council

15.2. Future Agenda Items

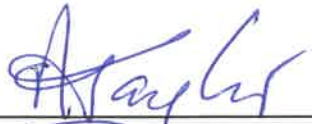
15.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

16. ADJOURNMENT

17. CERTIFICATION

I certify that this notice of the August 17, 2023 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on August 14, 2023 before 6:00 P.M.




Amanda Taylor

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

8.1.



To: City Council
Subject: Conduct a public hearing and possible action on FY 2024 Proposed Budget that is posted on the City website (James Earp)
Meeting: Thursday, August 17, 2023
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

8.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2023-176 calling and setting up a public hearing on September 7, 2023, at 7:00 PM on the proposed tax rate for fiscal year 2023-2024 and determining the proposed tax rate to be included in the hearing notice (Anne LaMere)
Meeting: Thursday, August 17, 2023
Department: Finance /
Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

Texas Tax Code Section 26 requires each municipality to hold a public hearing on the proposed tax rate. In order to hold the public hearing, the proposed tax rate must be posted in the public hearing notice. Council is requested to vote on the proposed tax rate that will be posted in the notice, on the State Comptroller Truth in Taxation Website, on the County Website, and on the City Website.

SUMMARY OF REQUEST:

Request that council set a proposed tax rate with record vote.

STAFF REVIEW:

Staff has no recommendation on the tax rate.

FISCAL NOTES:

The proposed budget is based on the No New Revenue Rate (NNR). A proposed rate below the NNR will cause a decrease in budgeted revenues and corresponding decrease in expenditures; likewise, a proposed rate above the NNR will cause an increase in budgeted revenues and corresponding increase in expenditures; unless directed otherwise by Council.

ATTACHMENTS:

1. Hutto Reso Calling Public Hearing & Setting Proposed Tax Rate-NNR (08.11.23)
2. Hutto Reso Calling Public Hearing & Setting Proposed Tax Rate-De Minimis (08.11.23)
3. Hutto Reso Calling Public Hearing & Setting Proposed Tax Rate-Voter Approval (08.11.23)

RESOLUTION NO. R-2023-176

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
CALLING AND SETTING A PUBLIC HEARING ON
SEPTEMBER 7, 2023, AT 7:00 PM ON THE PROPOSED TAX
RATE FOR FISCAL YEAR 2023-2024 AND DETERMINING
THE PROPOSED TAX RATE TO BE INCLUDED IN THE
HEARING NOTICE; PROVIDING PROPER NOTICE &
MEETING, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City of Hutto (“City”) has received the calculated effective rate information as presented by the Williamson County Appraisal District; and

WHEREAS, Chapter 26 of the Texas Tax Code requires the City Council to hold a public hearing before adopting the Tax Rate; and

WHEREAS, the City Council desires to call and set a public hearing on September 7, 2023, at 7:00 PM on the proposed tax rate for fiscal year 2023-2024 and to determine the proposed tax rate to be included in the hearing notice.

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: City Council hereby calls and sets a public hearing on September 7, 2023, at 7:00 PM at City Hall, 500 W. Live Oak, Hutto, Texas on the proposed tax rate for fiscal year 2023-2024 and determining the proposed tax rate to be included in the hearing notice. The City Council will vote on the proposed tax rate and budget at a regular meeting held on September 21, 2023 at 7:00 PM at City Hall, 500 W. Live Oak, Hutto, Texas.

Section 3: The proposed tax rate for fiscal year 2023-2024 is \$0.402114. This tax rate does not exceed the No New Revenue rate or the Voter Approval rate.

Section 4: The city secretary is hereby authorized to cause notice of the aforementioned public hearings to be published in compliance with Texas law.

Section 5: 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 6: This Resolution shall take effect immediately upon its passage.

RESOLVED this 17th day of August 2023.

Mayor Mike Snyder	Aye	___	Nay	___	Abstained	___	Absent	___
Mayor Pro Tem Peter Gordon	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Brian Thompson	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Dan Thornton	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Randal Clark	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Dana Wilcott	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Amberley Kolar	Aye	___	Nay	___	Abstained	___	Absent	___

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

RESOLUTION NO. R-2023-176

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CALLING AND SETTING A PUBLIC HEARING ON
SEPTEMBER 7, 2023, AT 7:00 PM ON THE PROPOSED TAX
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Section 3: The proposed tax rate for fiscal year 2023-2024 is \$0._____. This tax rate exceeds the No New Revenue rate and will raise more taxes than last year’s tax rate.

Section 4: The city secretary is hereby authorized to cause notice of the aforementioned public hearings to be published in compliance with Texas law.

Section 5: 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 6: This Resolution shall take effect immediately upon its passage.

RESOLVED this 17th day of August 2023.

Mayor Mike Snyder	Aye	___	Nay	___	Abstained	___	Absent	___
Mayor Pro Tem Peter Gordon	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Brian Thompson	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Dan Thornton	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Randal Clark	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Dana Wilcott	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Amberley Kolar	Aye	___	Nay	___	Abstained	___	Absent	___

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

RESOLUTION NO. R-2023-176

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
CALLING AND SETTING A PUBLIC HEARING ON
SEPTEMBER 7, 2023, AT 7:00 PM ON THE PROPOSED TAX
RATE FOR FISCAL YEAR 2023-2024 AND DETERMINING
THE PROPOSED TAX RATE TO BE INCLUDED IN THE
HEARING NOTICE; PROVIDING PROPER NOTICE &
MEETING, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City of Hutto (“City”) has received the calculated effective rate information as presented by the Williamson County Appraisal District; and

WHEREAS, Chapter 26 of the Texas Tax Code requires the City Council to hold a public hearing before adopting the Tax Rate; and

WHEREAS, the City Council desires to call and set a public hearing on September 7, 2023, at 7:00 PM on the proposed tax rate for fiscal year 2023-2024 and to determine the proposed tax rate to be included in the hearing notice.

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: City Council hereby calls and sets a public hearing on September 7, 2023, at 7:00 PM at City Hall, 500 W. Live Oak, Hutto, Texas on the proposed tax rate for fiscal year 2023-2024 and determining the proposed tax rate to be included in the hearing notice. The City Council will vote on the proposed tax rate and budget at a regular meeting held on September 14, 2023 at 7:00 PM at City Hall, 500 W. Live Oak, Hutto, Texas.

Section 3: The proposed tax rate for fiscal year 2023-2024 is \$0.470930. This tax rate exceeds the No New Revenue rate and will raise more taxes than last year’s tax rate.

Section 4: The city secretary is hereby authorized to cause notice of the aforementioned public hearings to be published in compliance with Texas law.

Section 5: 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 6: This Resolution shall take effect immediately upon its passage.

RESOLVED this 17th day of August 2023.

Mayor Mike Snyder	Aye	___	Nay	___	Abstained	___	Absent	___
Mayor Pro Tem Peter Gordon	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Brian Thompson	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Dan Thornton	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Randal Clark	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Dana Wilcott	Aye	___	Nay	___	Abstained	___	Absent	___
Council Member Amberley Kolar	Aye	___	Nay	___	Abstained	___	Absent	___

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

9.1.



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, August 17, 2023
Department: City Secretary /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Consideration and possible action regarding Emergency Preparedness Task Force (Mayor Mike Snyder)
Meeting: Thursday, August 17, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impacts

ATTACHMENTS:

None

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-057 amending the Hutto Code of Ordinances, Appendix A, Fee schedule, Article A1.000 Development services, engineering and construction, Sec. A1.003, Subdivision fees and A.1005, Site plan fees (First Reading) (Matt Rector)
Meeting: Thursday, August 17, 2023
Department: Planning and Development /
Staff Contact: Ashley Bailey, Matt Rector

BACKGROUND INFORMATION:

The Texas Legislature approved HB 3492 which goes into effect on September 1, 2023. This change in the law would prohibit cities from basing any application, review, inspection, or other related fees for constructing or improving infrastructure for a subdivision lot on the cost or value of the infrastructure project. Additionally, cities may no longer require an applicant to disclose information related to the cost or value of a public infrastructure project for city acceptance of the subdivision or infrastructure project, except as required by the Federal Emergency Management Agency for participating in the National Flood Insurance Program.

This update to the fee table removes the items that were based on a percentage of the construction cost and replaces them with fees for the actual review, processing, and inspection costs related to the projects.

SUMMARY OF REQUEST:

Approval of ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This item is more about compliance with a change in State Law during the 2023 Legislative Session that requires cities calculate fees differently. It is expected that revenue will remain relatively consistent with the new calculation method.

ATTACHMENTS:

1. Hutto Ord Subdivision fee calculations Final 8.10.23

AGENDA ITEM REPORT

10.1.



ORDINANCE NO. O-2023-057

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE HUTTO CODE OF ORDINANCES, APPENDIX A, FEE SCHEDULE, ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION, SEC. A1.003, SUBDIVISION FEES AND AMENDING A.1005, SITE PLAN FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Texas Legislature has enacted Texas Local Government Code §214.906 requiring any application, review, inspection, or other related fees for constructing or improving public infrastructure for a subdivision lot be based on the cost or value of the infrastructure project; and

WHEREAS, the City Council of the City of Hutto, Texas, finds it to be in the public interest to amend the manner of calculation of the City's Subdivision fees to be consistent with state law; and

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

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

Section 2. Enactment: The Hutto Code of Ordinances, Appendix A, Fee Schedule, Article A1.000, Development Services, Engineering and Construction, Sec. A1.003, Subdivision fees, is hereby amended to provide that any application, review, inspection, or other related fees for constructing or improving public infrastructure for a subdivision lot be based on the cost or value of the infrastructure project as follows:

Sec. A1.003 Subdivision fees

(k) Subdivision public improvements/construction inspection fee:

(1) First 100 acres - \$1,500 per acre

(2) Next 150 acres - \$750 per acre

(3) All additional acres over 250 acres - \$325 per acre

(4) Off-site infrastructure - \$7.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)3% of cost of public improvements.**

(l) Plan extension request (1-year extension): \$250.00.**

(m) Subdivision public improvements/construction plan review:

(1) Initial Submittal

(a) First 100 acres - \$500 per acre

(b) Next 150 acres - \$250 per acre

(c) All additional acres over 250 acres - \$125 per acre

- (d) Off-site infrastructure - \$2.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater etc.)
- (2) Resubmittal (each resubmittal)- \$500 or 10% of initial submittal fee whichever is greater.~~0.3% of engineer's opinion of probable cost.~~

A.1005, Site plan fees

4) Site inspection fee (public improvements only) ~~3% of cost of public improvements~~ \$7.50 per linear foot per infrastructure item, (i.e., streets, drainage, water, wastewater, etc.)

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 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 17th day of August 2023.

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 17th day of August 2023, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-058 creating a Street Maintenance Fee (Matt Rector)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter.

Meeting: Thursday, August 17, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

During the August 3, 2023 City Council meeting, City Council directed staff to put together an ordinance for consideration that would create a street maintenance fee.

Several cities have adopted similar ordinances.

The City of Killeen has a Street Maintenance Fee that was implemented in 2018. Their fee charges single family homes \$10.00 per month and applies a single family equivalent rate for other types of properties to determine the fee for those uses.

College Station has a Roadway Maintenance Fee that went into effect in 2017. They charge \$9.13 per single family unit, \$7.15 per multi-family unit and have a tiered system for all non-residential units based on vehicle miles generated by the use.

Taylor has a Transportation User Fee which went into effect in 2016. This program charges a flat rate of \$8.00 for all residential uses and has a tiered rate for all other uses based on square footage and the number of miles generated for that use.

Austin has a Transportation User Fee which has a tiered system for residential uses as follows:

House/garage apartment - \$17.87/month
Duplex - \$16.28/month
Triplex/fourplex - \$13.89/month
Townhouse/condo - \$13.89/month
Mobile home - \$12.46/month
Five or more units - \$14.06/month

Commercial customers are charged \$88.66 per developed acre and multiplied by the usage category based on the type of business.

AGENDA ITEM REPORT

10.2.



Based on the direction from City Council to bring this item for consideration, staff would recommend a tiered system that is similar to the programs created by other nearby cities. This would include a flat rate of \$8.33 per residential unit and a tiered system for all other uses.

SUMMARY OF REQUEST:

Staff requests adoption of the ordinance.

STAFF REVIEW:

Staff recommends approval.

FISCAL NOTES:

Ordinance will allow establishment of a Street Maintenance Fund and the ability to assess fees for street maintenance. If the ordinance is approved, staff will bring back to Council a request to change the fee schedule for the monthly fees to be assessed to residential and commercial customers.

ATTACHMENTS:

1. Killeen Street Maintenance Fee
2. College Station Roadway Maintenance Fee
3. Taylor Transportation User Fee
4. Austin Transportation User Fee
5. Draft Hutto Street Maintenance Fee
6. Hutto Street Maintenance Ordinance 8.13.23v2

ARTICLE VII. STREET MAINTENANCE FEE

Sec. 25-225. Definitions.

In this article:

Annual street maintenance costs means the annual cost of street maintenance including related materials; supplies; contracted treatments; pavement; concrete; markings; roadway reconstructions with associated expenses, including, but not limited to, design, engineering analysis, geotechnical engineering, debt service payments, and making adjustments to existing sidewalks as required by the Americans with Disabilities Act. Annual street maintenance costs do not include capital expansion expenses such as existing debt, as it exists on the effective date of the ordinance from which this section is derived, or any new construction providing added capacity.

Benefitted property means a residence; a business; or a lot or parcel on which improvements have been constructed and that generates motor vehicle trips.

Nonresidential benefitted property means benefitted property not defined as residential benefitted property under this article. Nonresidential property shall include, but not be limited to, property being used for the following purposes: commercial, industrial, institutional, lodging, medical, office, or religious.

Residential benefitted property means a single-family residence, modular home, townhouse, two-family housing, multi-family housing, mobile home, travel trailer, or manufactured home.

Single-family equivalent is the equivalent number of trips per any other land use to single-family land use and is the principle basis of service measurement derived from trip generation rates, pass by percentages, and trip lengths published by the Institute of Transportation Engineers. The single-family equivalents of the following uses per unit are:

Land Use	Single-family Equivalent Rate	Billing Code
1. Single-family detached housing dwelling unit	1.00	SFH
2. Multi-family housing (low-rise) dwelling unit	0.57	MFL
3. Multi-family housing (mid-rise) dwelling unit	0.44	MFH
4. Mobile home dwelling unit	0.47	MH
5. Assisted living 1,000 SF GFA	0.49	ALV
6. Intermodal truck terminal 1,000 SF GFA	2.31	ITT
7. General light industrial 1,000 SF GFA	0.78	GLI
8. Industrial park 1,000 SF GFA	0.49	IPK
9. Manufacturing 1,000 SF GFA	0.83	MFG
10. Warehousing 1,000 SF GFA	0.23	WHS
11. Mini warehouse 1,000 SF GFA	0.21	MWH

12. Hotel room	0.50	HRM
13. Motel/other lodging facilities room	0.31	MLF
14. Multipurpose recreational facility 1,000 SF GFA	2.84	MPR
15. Bowling alley 1,000 SF GFA	0.92	BWA
16. Adult cabaret 1,000 SF GFA	2.32	ACB
17. Ice skating rink 1,000 SF GFA	1.05	ISR
18. Health/fitness club 1,000 SF GFA	2.74	HFC
19. Athletic club 1,000 SF GFA	4.99	ATC
20. Recreational community center 1,000 SF GFA	1.83	RCC
21. Elementary school 1,000 SF GFA	1.01	ES
22. Middle school/junior high school 1,000 SF GFA	0.88	MS
23. High school 1,000 SF GFA	0.72	HS
24. Private school (K-8) 1,000 SF GFA	4.83	PVS
25. Junior/community college 1,000 SF GFA	1.37	JCC
26. Place of Worship 1,000 SF GFA	0.24	PLW
27. Reserved	0.00	—
28. Day care center 1,000 SF GFA	3.61	DCC
29. Museum 1,000 SF GFA	0.13	MSM
30. Nursing home 1,000 SF GFA	0.44	NSH
31. Clinic 1,000 SF GFA	2.42	CLC
32. Animal hospital/veterinary clinic 1,000 SF GFA	1.83	AVC
33. General office building 1,000 SF GFA	0.85	GOB
34. Corporate headquarters building 1,000 SF GFA	1.03	CHB
35. Single tenant office building 1,000 SF GFA	1.26	STO
36. Medical - Dental office building 1,000 SF GFA	2.56	MDO
37. Office Park 1,000 SF GFA	0.98	OFP
38. Construction equipment rental store 1,000 SF GFA	0.82	CER
39. Building materials and lumber store 1,000 SF GFA	1.70	BML
40. Free-standing discount superstore 1,000 SF GFA	1.72	DSS
41. Variety store 1,000 SF GFA	2.76	VRS
42. Free-standing retail store 1,000 SF GFA	1.96	RTS
43. Hardware/paint store 1,000 SF GFA	0.97	HPS
44. Nursery (garden center) 1,000 SF GFA	2.63	NGC
45. Shopping center 1,000 SF GLA	1.25	SHC
46. New and used car sales 1,000 SF GFA	2.38	CRS
47. Recreational vehicle sales 1,000 SF GFA	0.61	RVS
48. Automobile parts sales 1,000 SF GFA	1.71	APS
49. Tire store 1,000 SF GFA	1.96	TRS
50. Tire superstore 1,000 SF GFA	1.04	TSS

51. Supermarket 1,000 SF GFA	1.98	SPM
52. Convenience market (open 24 hours) 1,000 SF GFA	11.75	CVM
53. Convenience market w/ gasoline pumps 1,000 SF GFA	4.47	CMG
54. Discount supermarket 1,000 SF GFA	3.52	DSM
55. Home improvement superstore 1,000 SF GFA	0.65	HIS
56. Office supply superstore 1,000 SF GFA	1.12	OSS
57. Discount home furnishing superstore 1,000 SF GFA	0.64	DHF
58. Department store 1,000 SF GFA	0.85	DTS
59. Apparel store 1,000 SF GFA	1.80	AST
60. Pharmacy/drugstore w/o drive-through window 1,000 SF GFA	2.32	PDS
61. Pharmacy/drugstore w/drive-through window 1,000 SF GFA	3.23	PDT
62. Furniture store 1,000 SF GFA	0.20	FTS
63. Walk-in bank 1,000 SF GFA	2.49	WKB
64. Drive-in bank 1,000 SF GFA	3.68	DIB
65. Hair salon 1,000 SF GFA	0.43	HRS
66. Drinking place 1,000 SF GFA	3.83	DRP
67. Sit down restaurant 1,000 SF GFA	1.33	SDR
68. High turnover (sit-down) restaurant 1,000 SF GFA	1.79	HTR
69. Fast food restaurant without drive-thru window 1,000 SF GFA	4.52	FFR
70. Fast food restaurant with drive-thru window 1,000 SF GFA	5.21	FFD
71. Coffee/donut shop without drive-through window 1,000 SF GFA	2.36	CDS
72. Coffee/donut shop with drive-thru window 1,000 SF GFA	2.82	CDW
73. Quick lubrication vehicle shop 1,000 SF GFA	3.45	QLV
74. Automobile care center 1,000 SF GFA	.24	ACC
75. Automobile parts & service center 1,000 SF GFA	.90	APC
76. Self-service car wash stall	0.41	CWS
77. Automated car wash 1,000 SF GFA	1.05	ACW

Street maintenance fee means the fee established by this article.

Transportation system means the structures, streets, rights-of-way, bridges, alleys, and other facilities within the city limits that are dedicated to the use of vehicular traffic; and the maintenance and repair of those facilities.

Unit means a unit of measurement equaling:

- (1) Residential benefitted property: One (1) per dwelling unit; or
- (2) Nonresidential benefitted property: One (1) per one thousand (1,000) square feet of improvements designated as living area/floor area as applicable in the records of the Bell County Appraisal District; or
- (3) Hotel/motel: One (1) per room; or
- (4) Self-service car wash: One (1) per stall.

User or utility customer means the person who is responsible for the payment of charges on a city utility meter for a benefitted property.

(Ord. No. 18-045 , § I, 12-11-18; Ord. No. 19-010 , § I, 3-26-19; Ord. No. 20-033 , § I, 8-4-20; Ord. No. 21-055 , § I, 9-14-21)

Sec. 25-226. Creation of street maintenance special revenue fund; audit.

A separate fund, within the city's fund structure, shall be created as of the effective date of the ordinance, known as the Street Maintenance Special Revenue Fund, for the purpose of maintenance of the transportation system.

Such street maintenance revenues shall be used only for those costs included in annual street maintenance costs as defined herein.

The street maintenance special revenue fund shall be audited twice annually, once by the city's internal auditor and once by the external auditor. Audits should occur approximately six (6) months apart, as feasible.

(Ord. No. 18-045 , § I, 12-11-18; Ord. No. 20-033 , § I, 8-4-20; Ord. No. 21-055 , § I, 9-14-21)

Sec. 25-227. Administration.

The city manager, or designee, shall be responsible for the administration of this ordinance including, but not limited to, creating a policy for the administration of the street maintenance fund and the street maintenance fee; enacting any procedures necessary for the administration of the street maintenance fees and the consideration of petitions for exemption or adjustment; developing maintenance programs; and establishing transportation system criteria and standards for the operation of maintenance of the transportation system.

(Ord. No. 18-045 , § I, 12-11-18; Ord. No. 20-033 , § I, 8-4-20; Ord. No. 21-055 , § I, 9-14-21)

Editor's note(s)—Ord. No. 21-055 , § I, adopted September 14, 2021, amended § 25-227 and in so doing changed the title of said section from administration; calculation of street maintenance costs; review, to read as set out herein.

Sec. 25-228. Findings.

The city council finds and determines the following:

- (1) It is appropriate that a benefitted property pay the prorated annual cost of the maintenance of the transportation system that can reasonably be attributed to the benefitted property.
- (2) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the maintenance of the transportation system attributable to a benefitted property.
- (3) The size and use of a property may reasonably be used to estimate the number of motor vehicle trips generated by and single-family equivalent associated with the property.
- (4) Based on the best available data, the method of imposing the Street Maintenance fee reasonably prorates the cost of maintenance of the transportation system among benefitted properties.
- (5) If available, appraisal district property tax records may be relied on to determine the size of nonresidential benefitted property.
- (6) It is reasonable and equitable to derive trip generation rates or single-family equivalents for residential and nonresidential benefitted property as determined and published by the Institute of Transportation Engineers.

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- (7) It is reasonable and equitable to assume that each utility meter in the service area serves a benefitted property.
 - (8) For purposes of this article, a property's use does not depend on the property's zoning. If a property fits more than one (1) category of land use, the city manager, or designee, shall assign a composite single-family equivalent which will be calculated by combining the single-family equivalents for the existing land uses in percentages corresponding to the percentage of property used for each land use.

(Ord. No. 18-045 , § I, 12-11-18; Ord. No. 21-055 , § I, 9-14-21)

Sec. 25-229. Fee established.

The city council hereby establishes a street maintenance fee intended to fund annual street maintenance costs. Such street maintenance fee shall be set in an amount which will provide sufficient funds to properly maintain the transportation system.

The street maintenance fee shall be at ten dollars and no cents (\$10.00) per single-family equivalent. The street maintenance fee shall be paid by each City of Killeen utility customer within the city limits of Killeen, Texas.

(Ord. No. 20-033 , § I, 8-4-20; Ord. No. 21-055 , § I, 9-14-21)

Sec. 25-230. Calculation of fee.

The street maintenance fee shall be calculated using the following formula:

Street Maintenance Fee per Single-Family Equivalent x Number of Units x Single-Family Equivalent = Monthly Bill

For example, a similarly situated customer shall pay an amount equal to the following each month:

Single-family: \$10.00 x 1 unit x 1 = \$10.00

Multi-family (Low-Rise): \$10.00 x 4 units x .57 = \$22.80

Shopping Center: \$10.00 x 20 units (1 per 1,000 square feet) x 1.25 = \$250.00

(Ord. No. 18-045 , § I, 12-11-18; Ord. No. 20-033 , § I, 8-4-20; Ord. No. 21-055 , § I, 9-14-21)

Sec. 25-231. Allocation.

If one (1) benefitted property is served by multiple meters or where one (1) meter serves multiple benefitted properties, the city manager, or designee, may determine the allocation of the fee among the users by any reasonable method that takes into account the relative contribution of each to traffic generation. In the absence of better information, the city manager, or designee, may allocate the fee equally among the users.

(Ord. No. 18-045 , § I, 12-11-18)

Sec. 25-232. Exemptions.

- (a) This article does not apply to property owned by the city.
- (b) This article does not apply to a property that is vacant and not generating any traffic. The city manager, or designee, may adopt any reasonable method to determine whether a property is vacant.

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- (c) A user entitled to an exemption under this section must notify the city manager, or designee, of the applicable exemption. A fee paid before the city manager, or designee, is notified of an exemption may not be refunded.

(Ord. No. 18-045 , § I, 12-11-18)

Sec. 25-233. Adjustments.

- (a) A user may apply to the city manager, or designee, for an adjustment in the user's monthly street maintenance fee if:
 - (1) the user disputes the category of land use used in calculating the fee for the owner's benefitted property; or
 - (2) the user believes the fee has been calculated in error.
- (b) The city manager, or designee, may adjust the street maintenance fee for a user who has applied for an adjustment under this section according to best professional judgment.
- (c) A user who disagrees with a determination of the city manager, or designee, under this section may apply for a hearing. The city manager shall designate a hearing officer with authority to hold the hearing. The user requesting the hearing shall have the burden of proof to show by a preponderance of evidence that the adjustment should be granted. On completion of the hearing, the hearing officer shall recommend a disposition of the matter to the city manager who may revise or reinstate the original determination.

(Ord. No. 18-045 , § I, 12-11-18)

Sec. 25-234. Billing and payment.

- (a) Bills or statements for the street maintenance fee shall be rendered by the city for all properties subject to the fee. Bills shall be payable when rendered and shall be considered as received by the customer/owner, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the utility customer.
- (b) Bills shall be rendered monthly, and subject to late charges.
- (c) Bills shall be for services for the preceding month.
- (d) Street maintenance fees shall be billed with the city's utility billings and shall be identified separately on the bill as a street maintenance fee.

(Ord. No. 18-045 , § I, 12-11-18)

Sec. 25-235. Recovery of unpaid fees; enforcement.

The city may recover a street maintenance fee that is not paid when due in an action at law.

(Ord. No. 18-045 , § I, 12-11-18)

Sec. 25-236. Liability.

This article does not imply that a benefitted property will be free from inadequately maintained roads, and does not create additional duties on the part of the city. This article does not waive the city's immunity under any law.

(Ord. No. 18-045 , § I, 12-11-18)

(Supp. No. 25)

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b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini- Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/M ulti-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing- Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing- Attached	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Midd le School (1- 8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Vete rinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical- Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Serv ice Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Serv ice Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Serv ice Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive- Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit- Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Dr ugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Dr ugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev- Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

Vehicle Miles Traveled		Monthly Charge
Nonresidential		
Tier I	0 - 23.99	\$20.35
Tier II	24.00 - 43.99	\$45.65
Tier III	43.99 - 90.99	\$88.11
Tier IV	91.00 - 223.99	\$179.85
Tier V	224.00+	\$295.13
Residential		
Single Family	Flat Fee/Dwelling Unit	\$9.13
Multi-Family	Flat Fee/Dwelling Unit	\$7.15

c. Sec. 40-11. Payment of bills.

- i. Payments must be received at the Utility Customer Service Office on or before the due date to avoid late charges. Payments received after the due date will be assessed a penalty equaling ten percent of the current monthly charges with a minimum charge of **\$3.30**.

d. Sec. 40-12. Returned check fee.

- i. A fee of **\$25.00** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.

Transportation User Fee

TRIP FACTOR INDEX

Category	Units	Trip Factor	SubCategories
Building Materials	1,000 SF	4.49	Building Materials and Lumber Store, Hardware/Paint Store, Nursery
Convenience Market	1,000 SF	34.57	Convenience Market (no gas pumps), Convenience Market with Gas Pumps, Gasoline/Service Station
Medical Office	1,000 SF	3.57	Medical-Dental Office Building, Clinic, Veterinary Hospital/Veterinary Clinic
Restaurant	1,000 SF	11.15	Restaurant, Drinking Place
Fast Food	1,000 SF	26.15	Fast Food Restaurant w/out Drive-Thru Window, Fast Food Restaurant with Drive-Thru Window, Donut Place w/out Drive-Thru Window, Donut Place with Drive-Thru Window
Hospital/Nursing Home	1,000 SF	0.74	Hospital, Nursing Home
Indoor Recreation	1,000 SF	3.53	Bowling Alley, Movie Theater, Health Fitness Club
Lodging	Rooms	0.47	Hotel, Motel
Business Office	1,000 SF	1.29	General Office Building, Single Tenant Office Building, United States Post Office, Research and Development Center, Business Park
Bank	1,000 SF	12.13	Walk-In Bank, Drive-In Bank
Salon	1,000 SF	1.93	Hair Salon
General Retail	1,000 SF	3.71	Shopping Center, Apparel Store, Arts and Craft Store, DVD/Video Rental
Auto Part/Service/Wash	1,000 SF	4.46	Quick Lubrication Vehicle Shop, Self Service Car Wash, Automated Car Wash, Automobile Parts Sales, Automobile Parts and Service
Large School/Day Care	students	0.2	All schools w/greater than 50 students
Day Care	1,000 SF	12.46	Daycare Center (less than 50 students)
Supermarket/Pharmacy	1,000 SF	8.4	Supermarket, Pharmacy/Drugstore
Prison	1,000 SF	2.91	Prison
Superstore	1,000 SF	4.35	Free-Standing Discount Superstore
Outdoor Recreation	acres/campsites	0.3	Campground/RV Park, Golf Course, Arena
Car Sales	1,000 SF	2.62	New Car Sales
Warehousing	1,000 SF	0.32	Warehousing
Industrial	1,000 SF	0.73	General Light Industrial, General Heavy Industrial, Manufacturing, Utilities

TRANSPORTATION USER FEE SCHEDULE

	Monthly Base Trip Rate	Monthly Charge
Nonresidential Tiers		
Tier I*	0-8.99	\$25.00
Tier II	9.00-13.65	\$33.00
Tier III	13.66-27.30	\$50.00
Tier IV	27.31-53.99	\$67.00
Tier V	54.00-102.00	\$84.00
Tier VI	102.01+	\$133.00
Residential		
Single Family	flat rate	\$8.00
Multi-Family	flat rate	\$8.00

*All churches will be placed in Tier I

Calculation: Trip factor times square foot divided by 1,000 square foot=rate



Transportation User Fee

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The Transportation User Fee (TUF) is a fee assessed to residents and businesses based on the traffic levels generated by each dwelling unit or business. **[View the City of Austin Ordinance regarding the fee.](http://www.municode.com/library/tx/austin/codes/code_of_ordinances?nodeId=TTT14USSTPUPR_CH14-10TRUSFE)**

http://www.municode.com/library/tx/austin/codes/code_of_ordinances?nodeId=TTT14USSTPUPR_CH14-10TRUSFE

This monthly fee, as defined in the municipal code, funds the maintenance and repair of roadways, signs, signals and markings, sidewalks and urban trails. This includes annual street resurfacing and other maintenance activities necessary for keeping Austin connected and our infrastructure in good condition. By managing and maintaining public right of way infrastructure, the City of Austin is able to save taxpayer money by intervening before full reconstruction is needed. Full street reconstruction can be costly and time-consuming, therefore preventative maintenance provided by the fee helps reduce these costs.

As part of the annual budget process, Austin City Council reviews and adjusts the fee based on current needs. Residents can expect to see the new rate go into effect during the November billing cycle. For residential customers, the fee is a variable monthly rate.

Residential Transportation User Fee Rates as of Nov. 1, 2022:

House/garage apartment	\$17.87
Duplex	\$16.28
Triplex/fourplex	\$13.89
Townhouse/condo	\$13.89

Mobile home	\$12.46
Five or more units	\$14.06

For commercial customers, the rate is \$88.66 per developed acre and then multiplied by the usage category which is based on the type of business. For additional billing information, call 3-1-1 or contact Austin Energy Customer Care at (512) 494-9400.

Transportation User Fee Exemptions

Residential customers may be eligible for an exemption if the person who is responsible for paying the utility bill meets one of the following criteria:

- Age 65 or older or
- Does not own or regularly use a private motor vehicle or
- Property is vacant (determined automatically each month based on electric and water usage)

If you believe you are eligible for this exemption, [click here to fill out the TUF Residential Exemption Request Application Online Form \(/page/transportation-user-fee-exemption-request\)](#) (preferred) or download the printable form below and email the completed residential form to TUFExemptions@AustinTexas.gov. (<mailto:tufexemptions@austintexas.gov>)

[Click here to download the printable TUF Residential Exemption Request Application. \(/sites/default/files/files/Public Works/TUF/EXEMPTION FORM TUF 2021-22 updated%20July%202022.pdf\)](#)

Commercial customers may be eligible for an exemption while the property is vacant. Commercial properties must notify the City when their property is no longer vacant, or every six months, whichever occurs first. The Transportation User Fee will begin billing the commercial property after six months if a new form is not received.

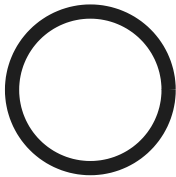
If you believe you are eligible for this exemption, [click here to fill out the TUF Vacant Commercial Property Exemption Request Application Online Form \(https://cityofaustin.formstack.com/forms/vacancy_exemption_request\)](https://cityofaustin.formstack.com/forms/vacancy_exemption_request) (preferred), or download the form below and email the completed commercial form to TUFVacancy@AustinTexas.gov. (<mailto:TUFVacancy@austintexas.gov>)

[Click here to download the printable TUF Vacant Commercial Property Exemption Request Application. \(/sites/default/files/files/Public Works/TUF/EXEMPTION FORM VACANT%20COMMERCIAL%20PROPERTY Updated%20July%202022.pdf\)](#)

For additional exemption information, call (512) 974-7696 or contact Austin Energy Customer Care at (512) 494-9400.

Related Links

- [TUF Residential Exemption Request Application Online Form \(/page/transportation-user-fee-exemption-request\)](#)
- [TUF Vacant Commercial Property Exemption Request Application Online Form \(https://cityofaustin.formstack.com/forms/vacancy_exemption_request\)](https://cityofaustin.formstack.com/forms/vacancy_exemption_request)
- [TUF Ordinance \(https://www.municode.com/library/tx/austin/codes/code_of_ordinances?nodeId=TIT14USSTPUPR_CH14-10TRUSFE\)](https://www.municode.com/library/tx/austin/codes/code_of_ordinances?nodeId=TIT14USSTPUPR_CH14-10TRUSFE)
- [What's the TUF? \(https://www.austintexas.gov/whatstheTUF\)](https://www.austintexas.gov/whatstheTUF)



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[City Directory \(/contact-us\)](#)

Jobs (<https://www.austincityjobs.org/>)

Legal Notices (</page/legal-notice>)

Privacy Notice (</page/privacy-policy>)

§ 14-10-1 - DEFINITIONS.

(A) In this chapter:

(1) BENEFITTED PROPERTY means:

- (a) a residence;
- (b) a business; or
- (c) a lot or parcel on which improvements have been constructed and that generates motor vehicle trips.

(2) DIRECTOR means the director of the Public Works Department.

(3) MOTOR VEHICLE TRIP means each departure from and each arrival to a property by a motor vehicle.

(4) TRANSPORTATION USER FEE means the fee established by this chapter.

(5) TRANSPORTATION SYSTEM means:

- (a) the structures, traffic controls, streets, rights-of-way, bridges, alleys, and other facilities that are dedicated to the use of vehicular traffic, and accessory pedestrian facilities such as sidewalks; and
- (b) the acquisition, construction, operation, administration, repair, maintenance, improvement, and extension of those facilities.

(6) TRIP FACTOR means the number of trips per acre per day assumed for a developed use divided by 40 and rounded up to the nearest tenth.

(7) USER means the person who is responsible for the payment of charges on a City utility meter for a benefitted property.

(B) In this chapter:

(1) Uses of property have the same meanings they have in Article 1 (*Zoning Uses*) of Subchapter A (*Zoning Uses, Districts, and Maps*) of Chapter 25-2 (*Zoning Uses, Districts, and Maps*), except that the description of a use does not exclude a use included in a more specific category.

(2) A residential use includes any use described in Section 25-2-3 (*Residential Uses Described*).

(3) A non-residential use includes any use described in Article 1 (*Zoning Uses*) of Subchapter A (*Zoning Uses, Districts, and Maps*) of Chapter 25-2 (*Zoning Uses, Districts, and Maps*), other than the uses described in Section 25-2-3 (*Residential Uses Described*).

§ 14-10-2 - FINDINGS.

(A) The council finds:

- (1) It is appropriate that a user of a benefitted property pay the prorated annual cost of the transportation system that can reasonably be attributed to the benefitted property.
- (2) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the transportation system attributable to a benefitted property.
- (3) The size and use of a property may reasonably be used to estimate the number of motor vehicle trips generated by the property.
- (4) Based on the best available data, the method of assessing the fee set forth in this chapter reasonably prorates the cost of the transportation system among users.
- (5) A maximum trip factor avoids a disproportionate burden on a user.

(B) The council finds that:

- (1) if available, appraisal district property tax records may be relied on to determine the size of a non-residential property; and
- (2) it is equitable to assume:
 - (a) five single family residences per acre;
 - (b) seven mobile homes per acre;
 - (c) 10 duplex, two-family residential, townhouse residential, or condominium units per acre;
 - (d) 12 multifamily units per acre in developments of three or four units; and
 - (e) 25 multifamily units per acre in developments of five or more units.

(C) The council finds that it is reasonable and equitable to assume that each utility meter in the service area serves a user of a benefitted property.

(D) The council finds that, except as provided in this subsection, residential use generates approximately 40 motor vehicle trips per acre per day.

- (1) Condominium residential use and townhouse residential use generate approximately 60 motor vehicle trips per acre per day.
- (2) Mobile home residential use generates approximately 35 motor vehicle trips per acre per day.
- (3) Duplex use, two-family residential use, and multifamily residential use with fewer than five units generate approximately 70 motor vehicle trips per acre per day.
- (4) Multifamily residential use with five or more units generates approximately 150 motor vehicle trips per acre per day;

- (5) Group residential use, retirement housing use, and bed and breakfast residential use generate approximately 200 motor vehicle trips per acre per day.
- (E) The council finds that, except as provided in this subsection non-residential use generates 200 or more motor vehicle trips per acre per day.
- (1) The following uses generate approximately 180 motor vehicle trips per acre per day:
- (a) administrative and business offices;
 - (b) financial services;
 - (c) medical offices;
 - (d) professional office;
 - (e) software development;
 - (f) administrative services;
 - (g) counseling services;
 - (h) guidance services; and
 - (i) communication services.
- (2) The following uses generate approximately 80 motor vehicle trips per acre per day:
- (a) aviation facilities;
 - (b) railroad facilities; and
 - (c) transportation terminal.
- (3) Research warehousing services uses generate approximately 56 motor vehicle trips per acre per day.
- (4) The following uses generate approximately 40 motor vehicle trips per acre per day:
- (a) private primary educational facilities;
 - (b) private secondary educational facilities;
 - (c) business or trade school;
 - (d) college and university facilities;
 - (e) convenience storage; and
 - (f) limited warehousing and distribution.
- (5) The following uses generate approximately 20 motor vehicle trips per acre per day:
- (a) religious assembly; and
 - (b) marina.
- (6) The following uses generate approximately 16 motor vehicle trips per acre per day:
- (a) electronic prototype assembly;
 - (b) research assembly services;

- (c) research services;
- (d) basic industry;
- (e) light manufacturing; and
- (f) resource extraction.

Source: 1992 Code Section 15-6-2; Ord. 031204-12; Ord. 031211-11.

§ 14-10-3 - TRIP FACTORS.

- (A) The director shall assign to each benefitted property a trip factor according to the property's use. The director shall assume for each benefitted property the number of trips per acre per day set forth in Section 14-10-2 (Findings). The director shall assume no more than 200 trips per acre per day for any property.
- (B) For purposes of this section, a property's use does not depend on the property's zoning. If a property fits more than one category of use, the director shall assign a trip factor that most accurately reflects the number of motor vehicle trips generated by the property.

Source: 1992 Code Section 15-6-3; Ord. 031204-12; Ord. 031211-11.

§ 14-10-4 - DEVELOPED ACREAGE.

- (A) Except as provided by Subsection (C), the director shall determine the number of developed acres of a non-residential benefitted property by subtracting from the total number of acres of the property shown in appraisal district records:
 - (1) the number of acres of any portion of the property that is in its natural state; and
 - (2) 90 percent of the number of acres of any portion of the property not in its natural state that is:
 - (a) part of a contiguous area that is .2 acre or greater in size; and
 - (b) not under impervious cover.
- (B) If appraisal district records are unavailable, the director may determine the size of a non-residential benefitted property from the best available information.
- (C) If a non-residential benefitted property includes a building of eight stories or more, the developed acreage is the square footage of the building expressed in acres, minus any space devoted to a parking garage.

Source: 1992 Code Section 15-6-4; Ord. 031204-12; Ord. 031211-11.

§ 14-10-5 - FEE ESTABLISHED.

- (A) A transportation user fee is assessed against each user.

- (B) The amount of the monthly transportation user fee per acre shall be set by ordinance.
- (C) Each month each user of a benefitted residential property shall pay an amount equal to the monthly fee per acre multiplied by the trip factor assigned to the property multiplied by:
 - (1) .2 for each single-family residence;
 - (2) .143 for each mobile home;
 - (3) .1 for each duplex, two-family residential, townhouse residential, or condominium unit;
 - (4) .0833 for each unit in a multifamily development with three or four units;
 - (5) .04 for each unit in a multifamily development with five or more units; or
 - (6) the developed acreage as calculated under Section 14-10-4 (*Developed Acreage*).
- (D) Each month each user of a benefitted non-residential property shall pay an amount equal to the monthly fee per acre multiplied by the trip factor assigned to the property multiplied by the developed acreage as calculated under Section 14-10-4 (*Developed Acreage*).

Source: 1992 Code Section 15-6-5; Ord. 031204-12; Ord. 031211-11.

§ 14-10-6 - TRANSPORTATION FUND.

- (A) The transportation user fee shall be used only for the transportation system.
- (B) A transportation fund is created to identify revenues and expenses attributable to the transportation system.
- (C) Transportation user fees shall be deposited in the transportation fund.
- (D) Money from sources other than the transportation user fee that is available for construction and maintenance of the transportation system may be deposited in the transportation fund.
- (E) An expenditure from the transportation fund need not specifically relate to the property of a particular user from whom the transportation user fee was collected.
- (F) The director shall provide an annual report on the transportation fund and the transportation user fee to the council.

Source: 1992 Code Section 15-6-6; Ord. 031204-12; Ord. 031211-11.

§ 14-10-7 - METHOD OF COLLECTION.

- (A) The transportation user fee shall be billed each month on the utility bill for each benefitted property.
- (B) Payment is due when the user receives the bill.

Source: 1992 Code Section 15-6-7; Ord. 031204-12; Ord. 031211-11.

§ 14-10-8 - ALLOCATION.

If one benefitted property is served by multiple meters or where one meter serves multiple benefitted properties, the director may determine the allocation of the fee among the users by any reasonable method that takes into account the relative contribution of each to traffic generation. In the absence of better information, the director may allocate the fee equally among the users.

Source: 1992 Code Section 15-6-8; Ord. 031204-12; Ord. 031211-11.

§ 14-10-9 - ADJUSTMENTS.

- (A) A user may apply to the director for an adjustment in the user's monthly transportation user fee if:
 - (1) the user disputes the category of land use used in calculating the fee for the owner's benefitted property; or
 - (2) the user believes the fee has been assessed in error.
- (B) A user must apply for an adjustment under this section.
- (C) The director may adjust the transportation user fee for a user who has applied for an adjustment under this section according to the director's best professional judgment.
- (D) A user who disagrees with a determination of the director under this section may apply for a hearing. The director shall designate a hearing officer with authority to hold the hearing. The user requesting the hearing shall have the burden of proof. On completion of the hearing, the hearing officer shall recommend a disposition of the matter to the director who may revise or reinstate the original determination.
- (E) If, after a hearing, a user disagrees with a determination of the director under this section, the user may appeal to the council. An appeal under this subsection must be filed with the city clerk no later than the 15th day after the date of the director's determination. If the council does not take action on the appeal by the 45th day after the date the appeal is filed, the director's determination is final.
- (F) A user may not receive a refund resulting from an adjustment under this section except for a fee paid during the two years immediately preceding the date the user applied for the adjustment. This subsection does not apply to an adjustment applied for on or before May 22, 2000.

Source: 1992 Code Section 15-6-9; Ord. 031204-12; Ord. 031211-11.

§ 14-10-10 - REDUCED FEE.

- (A) If a user believes that the trip factor assigned to the user's benefitted property does not fairly reflect the motor vehicle trips generated by the user's benefitted property, the user may apply for a reduced fee under this section.

- (B) A user may receive a reduced fee if the user shows that, based on an actual count of motor vehicle trips, the trip factor assigned to the user's property should be reduced. The user is responsible for the cost of counting motor vehicle trips.
- (C) If the director determines that a user no longer qualifies for a reduced fee under this section, the director may reinstate the full fee.
- (D) A user entitled to a reduced fee under this section must apply for the reduction.
- (E) A reduced fee under this section is prospective only. A user may not receive a refund resulting from a reduction under this section.
- (F) The director shall adopt rules for the administration of this section, including acceptable methods of counting motor vehicle trips.
- (G) A user who disagrees with a determination of the director under this section may apply for a hearing in the manner provided by Subsection 14-10-9(D) (*Adjustments*) and, after a hearing, appeal in the manner provided by Subsection 14-10-9(E) (*Adjustments*).

Source: 1992 Code Section 15-6-10; Ord. 031204-12; Ord. 031211-11.

§ 14-10-11 - DEPOSIT NOT REQUIRED.

The City may not require a user to pay a deposit for the transportation user fee.

Source: 1992 Code Section 15-6-11; Ord. 031204-12; Ord. 031211-11.

§ 14-10-12 - RECOVERY OF UNPAID FEES; ENFORCEMENT.

- (A) The City may recover a transportation user fee that is not paid when due in an action at law.
- (B) The City may discontinue utility services to a user who fails to pay the transportation user fee when due.

Source: 1992 Code Section 15-6-12; Ord. 031204-12; Ord. 031211-11.

§ 14-10-13 - RULES.

The director shall adopt rules necessary for the administration of this chapter.

Source: 1992 Code Section 15-6-13; Ord. 031204-12; Ord. 031211-11.

§ 14-10-14 - EXEMPTIONS.

- (A) This chapter does not apply to the state, a county, an independent school district, or a public institution of higher education.
- (B) This chapter does not apply to a property that is vacant. The director may adopt any reasonable method to determine whether a property is vacant.

- (C) This chapter does not apply to a property that is used only for off-street parking.
- (D) A user of a residential property may apply for and receive an exemption from this chapter if:
 - (1) the user does not own or regularly use a private motor vehicle for transportation; or
 - (2) the user is 65 years of age or older.
- (E) A user entitled to an exemption under this section must notify the director of the applicable exemption. A fee paid before the director is notified of an exemption may not be refunded.

Source: 1992 Code Section 15-6-14; Ord. 031204-12; Ord. 031211-11; Ord. 040902-40.

§ 14-10-15 - LIABILITY.

This chapter does not imply that a benefitted property will be free from poorly maintained roads, and does not create additional duties on the part of the City. This chapter does not waive the City's immunity under any law.

Source: 1992 Code Section 15-6-15; Ord. 031204-12; Ord. 031211-11.

§ 18.01.001. Definitions

1) In this chapter:

a) BENEFITTED PROPERTY means:

- i) A residence;
- ii) A business;
- iii) A lot or parcel on which improvements have been constructed and that generates motor vehicle trips.

b) DIRECTOR means the City Manager or designee.

c) MOTOR VEHICLE TRIP means each departure from and each arrival to a property by a motor vehicle.

d) STREET MAINTENANCE FEE means the fee established by this chapter which is assessed against, and collected from, owners, occupants of the property for the purpose of planning, constructing, operating, monitoring and maintain the transportation system of the city.

e) TRANSPORTATION SYSTEM means the structures, traffic controls, streets and other facilities in the public rights-of-way, such as bridges, sidewalks, and alleys which are dedicated to the use of vehicular and pedestrian traffic, all of which are owned and/or controlled in whole by the city and which are dedicated to the transportation system service of the city, including provisions for additions, improvements and extension sot he system.:

f) TRIP FACTOR means a principal basis of service measurement, principally derived from the trip generation rates published by the Institute of Transportation Engineers Trip Generation Manual.

g) TRIP FACTOR INDEX means the table of applied land uses recognized by the city for purposes of implementing the street maintenance fee.

h) USER means the person who is responsible for the payment of charges on a city utility for a benefitted property.

2) In this chapter:

a) Uses of property have the same meanings as they have in the permitted uses provided in the City of Hutto Unified Development Code, except that the description of a use does not exclude a use included in a more specific category.

b) A residential use includes any use described in “Residential Uses” specified in the City of Hutto Unified Development Code.

c) A non-residential use includes any use described in the “Permitted Uses” of the City of Hutto Unified Development Code, other than the uses described in “Residential Uses” of the City of Hutto Unified Development Code.

§ 18.01.002. Findings.

1) The council finds:

a) It is appropriate that a user of a benefitted property pay the prorated annual cost of the transportation system that can reasonably be attributed to the benefitted property.

b) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the transportation system attributable to a benefitted property.

c) The size and use of a property may reasonably be used to estimate the number of motor vehicle trips

generated by the property.

- d) Based on the best available data, the method of assessing the fee set forth in this chapter reasonably prorates the cost of the transportation system among users.
- e) It is reasonable and equitable to impose a set monthly fee per each developed property in order to avoid a disproportionate burden on any benefitted property.
- f) If available, appraisal district property tax records may be relied on to determine the size of a non-residential property; and
- g) It is reasonable and equitable to consider trip generation rates for non-residential properties from the Institute of Transportation Engineers in determining the trip factor used for benefitted properties.

§ 18.01.003. Trip Factor.

- 1) The director shall assign to each benefitted property a trip factor according to the property's use.
- 2) For purposes of this section, a property's use does not depend on the property's zoning. If a property fits more than one category of use, the director shall assign a trip factor that most accurately reflects the number of motor vehicle trips generated by the property.
- 3) Fees for residential property shall be charged on the basis of a set fee per lot, unit, tract, or parcel that has a city utility connection.
- 4) Fees for non-residential property with a city utility connection shall be charged on the basis of using the monthly base trip rate in the city transportation user fee schedule as shown in the table and based on land uses to establish categories of non-residential customers. The trip factors listed in the trip factor index are derived from the Institute of Transportation Engineers Trip Generation Manual, 9th Edition and are the number of trips anticipated to and from a property per its land use and established units. For each non-residential property, except lodging, schools, and outdoor recreation, the building area, in square foot, on the property will be multiplied by the appropriate trip factor from the trip factor index to arrive at a monthly base trip rate. Properties fitting in the lodging, school, and outdoor recreation categories will calculate the monthly base trip rate of the property by multiplying the appropriate trip factor by the quantity of the unit specified in the trip factor index. The monthly base trip rate value will determine which tier the non-residential property is classified. The monthly fee for the non-residential property is determined by its tier as shown in the transportation user fee schedule.

Category	Units	Trip Factor	Subcategories
Building Materials	1,000 SF	4.49	Building Materials and Lumber Store, Hardware/Paint Store, Nursery
Convenience Market	1,000 SF	34.57	Convenience Market with or without gas pumps, Gasoline/Service Station
Medical Office	1,000 SF	3.57	Medical and Dental Office Building, Clinic, Veterinary Hospital, Veterinary Clinic
Restaurant	1,000 SF	11.15	Restaurant, Drinking Place
Fast Food	1,000 SF	26.15	Fast Food Restaurant with or without Drive-thru window, Donut places with or without Drive-thru window
Hospital/Nursing Home	1,000 SF	0.74	Hospital, Nursing Home
Indoor Recreation	1,000 SF	3.53	Bowling Alley, Movie Theater, Health Fitness Club
Lodging	Rooms	0.47	Hotel, Motel
Business Office	1,000 SF	1.29	General office building, single tenant office building, United States Post Office, Research and development center, business park
Bank	1,000 SF	12.13	Banking facilities
Salon	1,000 SF	1.93	Hair salon, nail salon, day spa
General Retail	1,000 SF	3.71	Shopping, apparel, arts and craft store, DVD/video rentals
Auto Pars/Service/Wash	1,000 SF	4.46	Vehicle repair shops, self-service car wash, automated car wash, automobile part sales, automobile parts and services
Large School/Day Care	Student	0.2	All schools with greater or equal to 50 students
Day Care	1,000 SF	11.46	Daycare centers with less than 50 students
Supermarket/Pharmacy	1,000 SF	8.4	Supermarket, pharmacy
Superstore	1,000 SF	4.35	Free standing discount superstore
Outdoor Recreation	Acre/camp site	0.3	Campground, RV Park, Golf course, arena, stadium
Car Sales	1,000 SF	2.62	Car sales
Warehousing	1,000 SF	0.32	Warehousing
Industrial	1,000 SF	0.73	General light industrial, heavy industrial, manufacturing, utilities

§ 18.01.004. Fee Established

- 1) The street maintenance fee is assessed against each user.
- 2) The amount of the monthly street maintenance fee shall be set by ordinance

§ 18.01.005. Transportation Fund

- 1) The street maintenance fee shall be used only for the transportation system.
- 2) A transportation fund is created to identify revenues and expenses attributable to the transportation system.
- 3) Street maintenance fees shall be deposited in the transportation fund.
- 4) Money from sources other than the street maintenance fee that is available for construction and maintenance of the transportation system may be deposited in the transportation fund.
- 5) An expenditure from the transportation fund need not specifically relate to the property of a particular user from whom the street maintenance fee was collected.
- 6) The director shall provide an annual report on the transportation fund and the street maintenance fee to the council.

§ 18.01.006. Method of Collection

- 1) The street maintenance fee shall be billed each month with the utility bill for each benefitted property.
- 2) Payment is due when the user receives the bill.

§ 18.01.007. Adjustments

- 1) A user may apply to the director for an adjustment in the user's monthly street maintenance fee if:
 - a) The user disputes the category of land use used in calculating the fee for the user's benefitted property; or
 - b) The user believes the fee has been assessed in error.
- 2) A user must apply for an adjustment under this section.
- 3) The director may adjust the street maintenance fee for a user who has applied for an adjustment under this section according to the director's best professional judgment.
- 4) A user who disagrees with the determination the director under this section may appeal to the council. An appeal under this subsection must be filed with the city secretary no later than the 15th day after the date of the director's determination. If the council does not take action on the appeal by the 45th day after the date the appeal is filed, the director's determination is final.

§ 18.01.008. Exemptions

- 1) This chapter does not apply to the users if they are the state, a county, an independent school district, or a public institution of higher education.
- 2) This chapter does not apply to property that is vacant. For this chapter vacant is defined as not having an active connection to a city utility.
- 3) This chapter does not apply to a property that is used only for off-street parking that is part of a master planned

development.

§ 18.01.008. Liability

This chapter does not imply that a benefited property will be free from poorly maintained roads, and does not create additional duties on the part of the City. This chapter does not waive the City's immunity under any law.

ORDINANCE NO. O-2023-058

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING THE HUTTO CITY CODE BY ADDING CHAPTER 19, STREET MAINTENANCE FEES, TO PROVIDE FOR A STREET MAINTENANCE FEE; AND PROVIDING FINDINGS OF FACT, ENACTMENT, PENALATIES, SEVERABILITY, REPEAL, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City Council finds, determines and declares that in order to protect the citizenry from the deterioration of the quality and safety of the road system that the citizens rely upon and use on a regular basis, it is necessary and in the best interest of the public health and safety to establish a Street Maintenance Fee in order to provide a properly maintained road system; and

WHEREAS, the Street Maintenance Fees, shall be established subject to the limitations of state law, and the City shall provide efficient, reliable roads within the city limits on the payment of such fees.

WHEREAS, the City Council finds that amending the Hutto City Code by adding Chapter 19 Street Maintenance Fees to provide for is necessary to protect the public, health, safety and welfare of the citizens of Hutto.

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

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

Section 2. Enactment: The City Council of Hutto hereby adopts and adds Chapter 19, Street Maintenance Fees to the Hutto City Code to read in accordance with **Attachment A** which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 3. 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 4. Repeal: This Ordinance shall repeal any ordinances with direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance, specifically Hutto Code of Ordinances, Appendix A, Fee Schedule, **Sec. A3.001 Solid waste collection**, (a) Monthly Fee, Street Maintenance Fee (6%) for all solid waste and recycling carts.

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

Section 6. Effective Date: This Ordinance shall take on October 1, 2023, after its final passage and any publication in accordance with the requirements of the Hutto City Charter and the laws of the State of Texas.

Section 7. 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.

PASSED & APPROVED on First Reading by the CITY COUNCIL of the CITY OF HUTTO, on the 17th day of August 2023 on vote of __AYES; __NAYS; __ABSTENTIONS.

PASSED & APPROVED on Second Reading by the CITY COUNCIL of the CITY OF HUTTO, on the ____ day of _____ 2023 on vote of __AYES; __NAYS; __ABSTENTIONS

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

ATTACHMENT “A”

§ 19.01.001. Findings.

1) In this chapter:

- a) It is appropriate that a user of a benefitted property pay the prorated annual cost of the transportation system that can reasonably be attributed to the benefitted property.
- b) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the transportation system attributable to a benefitted property.
- c) The size and use of a property may reasonably be used to estimate the number of motor vehicle trips generated by the property.
- d) Based on the best available data, the method of assessing the fee set forth in this chapter reasonably prorates the cost of the transportation system among users.
- e) It is reasonable and equitable to impose a set monthly fee per each developed property in order to avoid a disproportionate burden on any benefitted property.
- f) If available, appraisal district property tax records may be relied on to determine the size of a non-residential property; and
- g) It is reasonable and equitable to consider trip generation rates for non-residential properties from the Institute of Transportation Engineers in determining the trip factor used for benefitted properties.

§ 19.01.002. Definitions

1) In this chapter:

a) BENEFITTED PROPERTY means:

- (i) A residence;
- (ii) A business;
- (iii) A lot or parcel on which improvements have been constructed and that generates motor vehicle trips.

b) DIRECTOR means the City Manager or designee.

c) MOTOR VEHICLE TRIP means each departure from and each arrival to a property by a motor vehicle.

d) STREET MAINTENANCE FEE means the fee established by this chapter, which is assessed against, and collected from, owners, occupants of the property for the purpose of planning, constructing, operating, monitoring and maintain the transportation system of the city.

e) TRANSPORTATION SYSTEM means the structures, traffic controls, streets and other facilities in the public rights-of-way, such as bridges, sidewalks, and alleys which are dedicated to the use of vehicular and pedestrian traffic, all of which are owned and/or controlled in whole by the city and which are dedicated to the transportation system service of the city, including provisions for additions, improvements and extension to the system.:

f) TRIP FACTOR means a principal basis of service measurement, principally derived from the trip generation rates published by the Institute of Transportation Engineers Trip Generation Manual, 9th Edition.

g) TRIP FACTOR INDEX means the table of applied land uses recognized by the city for purposes of

implementing the street maintenance fee.

h) USER means the person who is responsible for the payment of charges on a city utility for a benefitted property.

2) In this chapter:

a) Uses of property have the same meanings as they have in the permitted uses provided in the City of Hutto Unified Development Code, except that the description of a use does not exclude a use included in a more specific category.

b) A residential use includes any use described in “Residential Uses” specified in the City of Hutto Unified Development Code.

c) A non-residential use includes any use described in the “Permitted Uses” of the City of Hutto Unified Development Code, other than the uses described in “Residential Uses” of the City of Hutto Unified Development Code.

§ 19.01.003. Trip Factor.

1) The director shall assign to each benefitted property a trip factor according to the property’s use.

2) For purposes of this section, a property’s use does not depend on the property’s zoning. If a property fits more than one category of use, the director shall assign a trip factor that most accurately reflects the number of motor vehicle trips generated by the property.

3) Fees for residential property shall be charged on the basis of a set fee per lot, unit, tract, or parcel that has a city utility connection.

4) Fees for non-residential property with a city utility connection shall be charged on the basis of using the monthly base trip rate in the city street maintenance fee schedule as shown in the table and based on land uses to establish categories of non-residential customers. The trip factors listed in the trip factor index are derived from the Institute of Transportation Engineers Trip Generation Manual, 9th Edition and are the number of trips anticipated to and from a property per its land use and established units. For each non-residential property, except lodging, schools, and outdoor recreation, the building area, in square foot, on the property will be multiplied by the appropriate trip factor from the trip factor index to arrive at a monthly base trip rate. Properties fitting in the lodging, school, and outdoor recreation categories will calculate the monthly base trip rate of the property by multiplying the appropriate trip factor by the quantity of the unit specified in the trip factor index. The monthly base trip rate value will determine which tier the non-residential property is classified. The monthly fee for the non-residential property is determined by its tier as shown in the street maintenance fee schedule.

Category	Units	Trip Factor	Subcategories
Building Materials	1,000 SF	4.49	Building Materials and Lumber Store, Hardware/Paint Store, Nursery
Convenience Market	1,000 SF	34.57	Convenience Market with or without gas pumps, Gasoline/Service Station
Medical Office	1,000 SF	3.57	Medical and Dental Office Building, Clinic, Veterinary Hospital, Veterinary Clinic
Restaurant	1,000 SF	11.15	Restaurant, Drinking Place
Fast Food	1,000 SF	26.15	Fast Food Restaurant with or without Drive-thru window, Donut places with or without Drive-thru window
Hospital/Nursing Home	1,000 SF	0.74	Hospital, Nursing Home
Indoor Recreation	1,000 SF	3.53	Bowling Alley, Movie Theater, Health Fitness Club
Lodging	Rooms	0.47	Hotel, Motel
Business Office	1,000 SF	1.29	General office building, single tenant office building, United States Post Office, Research and development center, business park
Bank	1,000 SF	12.13	Banking facilities
Salon	1,000 SF	1.93	Hair salon, nail salon, day spa
General Retail	1,000 SF	3.71	Shopping, apparel, arts and craft store, DVD/video rentals
Auto Pars/Service/Wash	1,000 SF	4.46	Vehicle repair shops, self-service car wash, automated car wash, automobile part sales, automobile parts and services
Large School/Day Care	Student	0.2	All schools with greater or equal to 50 students
Day Care	1,000 SF	11.46	Daycare centers with less than 50 students
Supermarket/Pharmacy	1,000 SF	8.4	Supermarket, pharmacy
Superstore	1,000 SF	4.35	Free standing discount superstore
Outdoor Recreation	Acre/camp site	0.3	Campground, RV Park, Golf course, arena, stadium
Car Sales	1,000 SF	2.62	Car sales
Warehousing	1,000 SF	0.32	Warehousing
Industrial	1,000 SF	0.73	General light industrial, heavy industrial, manufacturing, utilities

§ 19.01.004. Fee Established

- 1) The street maintenance fee is assessed against each user.
- 2) The amount of the monthly street maintenance fee shall be set by ordinance.

§ 19.01.005. Transportation Fund

- 1) The street maintenance fee shall be used only for the transportation system.
- 2) A transportation fund is created to identify revenues and expenses attributable to the transportation system.
- 3) Street maintenance fees shall be deposited in the transportation fund.
- 4) Money from sources other than the street maintenance fee that is available for construction and maintenance of the transportation system may be deposited in the transportation fund.
- 5) An expenditure from the transportation fund need not specifically relate to the property of a particular user from whom the street maintenance fee was collected.
- 6) The director shall provide an annual report on the transportation fund and the street maintenance fee to the council.

§ 19.01.006. Method of Collection

- 1) The street maintenance fee shall be billed each month with the utility bill, including water, wastewater, drainage and/or solid waste for each benefitted property.
- 2) Payment is due when the user receives the utility bill.

§ 19.01.007. Adjustments

- 1) A user may apply to the director for an adjustment in the user's monthly street maintenance fee if:
 - a) The user disputes the category of land use used in calculating the fee for the user's benefitted property; or
 - b) The user believes the fee has been assessed in error.
- 2) A user must apply for an adjustment under this section.
- 3) The director may adjust the street maintenance fee for a user who has applied for an adjustment under this section according to the director's best professional judgment.
- 4) A user who disagrees with the determination the director under this section may appeal to the council. An appeal under this subsection must be filed with the city secretary no later than the 15th day after the date of the director's determination. If the council does not take action on the appeal by the 45th day after the date the appeal is filed, the director's determination is final.

§ 19.01.008. Exemptions

- 1) This chapter does not apply to the users if they are the state, a county, an independent school district, or a public institution of higher education.
- 2) This chapter does not apply to property that is vacant. For this chapter vacant is defined as not having an active connection to a city utility.

- 3) This chapter does not apply to a property that is used only for off-street parking that is part of a master planned development.

§ 19.01.009. Periodic review of rates

The City Council will periodically review this Ordinance and the Street Maintenance Fees and shall review the Street Maintenance Fees no later than in the first month following the fifth anniversary date of this Ordinance.

§ 19.01.010. Recovery of unpaid fee and penalties

Any Street Maintenance Fees due hereunder which shall not be paid when due may be recovered in action at law by the City. In addition to any other remedies or penalties provided by this Ordinance or the Code of the City, failure of any user of the City utilities within the City to pay the fees promptly when due shall subject such user to the discontinuance of water services provided by the City.

§ 19.01.010. Administration; rules and regulations

The City Manager or designee shall be responsible for the administration of this Ordinance. The City Manager or designee shall be responsible for developing rules, regulations and procedures for the administration of fees and the consideration of petitions for modification and appeals pertaining to the fees charged hereunder; developing maintenance programs; and establishing transportation system criteria and standards for the operation and maintenance of the transportation system.

§ 19.01.011. Disposition of fees and charges

The fee paid and collected by virtue of this Ordinance shall not be used for the general government proprietary purposes of the City, except to pay for the equitable share of the cost of accounting, management and government thereof .

Other than as described above, the fees and charges shall be used solely to pay for the cost of operation, administration, planning, engineering, development of guidelines and controls , inspection, maintenance, repair, improvement, renewal, replacement and reconstruction of the transportation system and cost incidental thereto .

§ 19.01.010. Liability

This chapter does not imply that a benefited property will be free from poorly maintained roads, and does not create additional duties on the part of the City. This chapter does not waive the City's immunity under any law.

AGENDA ITEM REPORT

11.1.



To: City Council
Subject: Consideration and possible action to adopt a formal process for annual and semiannual reviews of the City Manager (Councilmember Peter Gordon)
Meeting: Thursday, August 17, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

There is currently no set policy, procedure or process for conducting a review of the City Manager's performance.

Item 10.2 of the 7/20/23 City Council Meeting references Council discussion on the topic.

SUMMARY OF REQUEST:

Mayor Pro Tem Gordon has suggested that the Council establish a clear policy, process and guidelines for the City Manager's Annual and Semi-Annual review. He has provided a suggested process as a springboard for discussion and possible action.

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impact at this time.

ATTACHMENTS:

1. 7.20.23 CC Meeting



City of Hutto

MINUTES

City Council Meeting

Thursday, July 20, 2023 at 7:00 PM

City Council Chambers

500 W. Live Oak Street

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

1. CALL SESSION TO ORDER: 7:26 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Amberley Kolar and Councilmember Dana Wilcott

Absent: Councilmember Randal Clark

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

3. INVOCATION –Elder Luke Archibald and Elder Evan Hubbard from the Church of Jesus Christ of Latter Day Saints

4. PLEDGE OF ALLEGIANCE

5. CITY MANAGER COMMENTS

James R. Earp, City Manager

City Manager Earp provided updates on the following:

- Burn Ban in effect in Williamson County
- Water Conservation – in Stage 2, saw 7% reduction in usage
- Accepting applications for Hutto Citizens' University, new class begins in August
- Building the Future videos
- Budget – City Council Special Called meeting Saturday, July 22
- Upcoming Events

6. PUBLIC COMMENTS

- Bruce Anderson
- Mickey Trivet (gave his time to Robin Sutton)
- Robin Sutton

7. PUBLIC HEARINGS AND RELATED ACTION

- 7.1 Public Hearing on a tax abatement agreement with Hutto Data Center Campus LLC, a joint venture between affiliates of Dallas-based Skybox Datacenters LLC and San Francisco-based Prologis, Inc (Legal)

Public hearing opened at 7:46 pm. There were no speakers, and the public hearing closed at 7:47 pm.

- 7.2 Consideration and possible action on Resolution No. R-2023-164 approving a tax abatement agreement with Hutto Data Center Campus LLC, a joint venture between affiliates of Dallas-based Skybox Datacenters LLC and San Francisco-based Prologis, Inc. and authorizing the City Manager to execute the agreement (Legal)

A motion was made by Councilmember Thornton and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-164. The vote passed 6,0.

- 7.3 Consideration of a public hearing and possible action on Ordinance No. O-2023-040 for the proposed Specific Use Permit request for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6) (Ashley Bailey)

Public hearing opened at 7:52 pm. There were no speakers, and the public hearing closed at 7:53 pm.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Wilcott to approve Ordinance No. O-2023-040. The vote passed 6,0.

- 7.4 Consideration and possible action on Resolution No. R-2023-162 for a Local Park Grant Program Application and authorizing the City Manager to act on behalf of the City and to submit the Application to the Texas Parks and Wildlife Department for improvements to Fritz Park (Jeff White)

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to approve Resolution No. R-2023-162. The vote passed 6,0.

8. BOARDS AND COMMISSIONS

- 8.1 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.

No appointments were recommended.

- 8.2 Consideration and possible action regarding Emergency Preparedness Task Force (Mayor Mike Snyder)

After discussion, it was recommended that members of the task force along with the Emergency Management Coordinator make a presentation to City Council on August 17.

9. ORDINANCES

- 9.1 Consideration and possible action on Ordinance No. O-2023-044 amending Chapter 24.06.003 section 2 of the Code of Ordinances for industrial waste discharged into the sewer system (Rick Coronado)

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to approve Ordinance No. O-2023-044. The vote passed 6,0.

10. OTHER BUSINESS

- 10.1 Consideration and possible action regarding Resolution No. R-2023-159 of Hutto Economic Development Corporation recommendation to City Council regarding the review and possible update to the current Impact Fee Ordinance (Bob Farley)

There was no action on this item. This item was moved to the September 7 City Council meeting to provide for further review.

- 10.2 Consideration and possible action to adopt a formal process for annual and semiannual reviews of the City Manager (Councilmember Peter Gordon)

There was no action on this item. After discussion, City Council decided to discuss this item at the August 3 meeting after Councilmember Wilcott volunteered to develop a strategic goals spreadsheet on the City Council message board for their review.

- 10.3 Consideration and possible action relating to amending the City Manager's Contract, including but not limited to, Section 12 and Section 5 of the Agreement (Mayor Mike Snyder)

A motion was made by Mayor Snyder and seconded by Councilmember Wilcott to amend the City Manager's contract to allow a flexible work schedule, compensatory time not to exceed 80 hours, right to remote work, and remove the "no more than 12 hours" for outside engagements in Section 12.

An amendment was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon to remove Section 12 of the City Manager's contract. After discussion, Councilmember withdrew her amendment, and Mayor Pro Tem Gordon withdrew his second.

An amendment was by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve removing "shall not exceed 12 hours". The vote passed 4,2 (Snyder and Thornton dissenting).

The original motion made by Mayor Snyder and seconded by Councilmember Wilcott to amend the City Manager's contract to allow a flexible work schedule, compensatory time not to exceed 80 hours, right to remote work, and remove the "no more than 12 hours" for outside engagements in Section 12. The vote passed 4,2 (Thornton and Snyder dissenting).

11. CONSENT AGENDA ITEMS

- 11.1 Consideration and possible action on Resolution No. R-2023-166 to approve the Professional Services Agreement between the Hutto Economic Development Corporation and the City of Hutto for Fiscal Year 2024 (Bob Farley)
- 11.2 Consideration and possible action on Resolution No. R-2023-165, authorizing the City Manager to execute a contract with Freese and Nichols in regards to the Hutto Unified Development Code and Engineering Manual (Ashley Bailey)
- 11.3 Consideration and possible action on Resolution No. R-2023-167 awarding the minor reconstruction paving projects, identified in the pavement condition study, located on Mager Lane and County Road 133 in the amount of \$260,500, funded by the street and drainage capital outlay, to Brothers RDC Paving LLC of Hutto, TX (Rick Coronado)
- 11.4 Adoption of dates of August 17 and 24 For Council Budget Workshops, and Adoption of dates of September 7 and September 21 as Budget Hearing Dates (James Earp)
- 11.5 Discussion and possible action related to the June Monthly Financial Report (Anne LaMere)
- 11.6 Consideration and possible action on approving the July 6, 2023 Work Session, and July 6, 2023 City Council Meeting minutes (Angela Lewis)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to approve Consent Agenda Item Nos. 11.1, 11.2, 11.3, 11.4, 11.5, and 11.6 as presented. The vote passed 6,0.

13. EXECUTIVE SESSION – *Convened into Executive Session at 10:05 PM.*

- 12.1 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney) relating to a water reservation agreement in contemplation of negotiating for possible purchase of bulk water supply
- 12.2 Receive legal advice pursuant to Texas Government Code Section 551.071 and deliberations pursuant to Texas Government Code Sections 551.072, (Real Property); 551.087 (Economic Development Negotiations) related to pending economic development projects, including but not limited to Skybox2 and Project Prime being considered by the Hutto Economic Development Corporation or the City of Hutto
- 12.3 Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests

No action was taken in Executive Session.

13. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 12:01 AM*

- 13.1. Consideration and possible action on Executive Session Agenda Items

There was no action taken.

14. CITY COUNCIL COMMENTS

- 14.1. General Comments from City Council

None.

- 14.2. Future Agenda Items

None.

15. ADJOURNMENT – *July 21st, 2023 at 12:02 AM*

ATTEST:


Angela Lewis, City Secretary




Mike Snyder, Mayor

AGENDA ITEM REPORT

11.2.



To: City Council
Subject: Discussion and possible action on putting on the website Council/staff financial statements and/or campaign finance items (Mayor Snyder)
Meeting: Thursday, August 17, 2023
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known financial impact

ATTACHMENTS:

None

AGENDA ITEM REPORT

11.3.



To: City Council

Subject: Consideration and possible action relating to request to the County Attorney for the submittal of a Request for Opinion to the Texas Attorney General on behalf of the City of Hutto regarding whether the term “written verification” as used in three Government Code sections, Section 2271.002 (no boycotting Israel), Section 2276.002 (no boycotting energy companies), and Section 2274.002 (no discriminating against firearm entities or firearm trade associations) respecting government contracts for goods or services require a verification under oath or only a statement in writing (Legal)

Meeting: Thursday, August 17, 2023

Department: Legal /

Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

Governmental entities need clarification of whether the term “written verification” as used in three Government Code sections, Section 2271.002 (no boycotting Israel), Section 2276.002 (no boycotting energy companies), and Section 2274.002 (no discriminating against firearm entities or firearm trade associations) respecting government contracts for goods or services require a verification under oath or only a statement in writing.

Without certainty, governmental entities risk entering into void or voidable contracts if their contracts covered by the three sections at issue require “written verification” but the contracts do not include sworn verifications.

SUMMARY OF REQUEST:

Request Attorney General Opinion as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

This is a compliance item, to ensure that the city understands the requirements of the law, to ensure valid contracts are entered into and all requirements are met. No known fiscal impacts at this time.

ATTACHMENTS:

AGENDA ITEM REPORT

11.3.



1. Hutto-AG Opinion Request-Written Verification Final

[LETTERHEAD OF REQUESTOR]

_____, 2023

Via e-mail: opinion.committee@oag.texas.gov

Provisional Attorney General Angela Colmenero
Office of the Attorney General
Attention Opinion Committee
P.O. Box 12548
Austin, Texas 78711-2548

Re: Request for Attorney General Opinion regarding the meaning of the term “written verification” as used in three Government Code sections, Section 2271.002 (no boycotting Israel), Section 2276.002 (no boycotting energy companies), and Section 2274.002 (no discriminating against firearm entities or firearm trade associations) respecting government contracts for goods or services.

Dear Provisional Attorney General Colmenero,

In accordance with Government Code section 402.042, I respectfully request an Attorney General Opinion on the following question affecting the public interest and concerning my official duties:

Does the term “written verification” as used in three Government Code sections,¹ Section 2271.002 (no boycotting Israel), Section 2276.002 (no boycotting energy companies), and Section 2274.002 (no discriminating against firearm entities or firearm trade associations) respecting government contracts for goods or services require a verification under oath or only a statement in writing?

These three sections of the Government Code each provide that a “governmental entity may not enter into a contract” with certain kinds of contractors for goods or services in an amount of \$100,000 or more to be paid in whole or part from public funds unless the contract contains a certain “written verification.”

All three sections adopt the definition of “governmental entity” from Government Code Section 2251.001(3), which provides “‘Governmental entity’ means a state agency or political subdivision of this state.” Thus, cities and counties, as well as some other types of governmental units, would

¹ Two of these sections are renumbered effective September 1, 2023, to eliminate duplicate numbering. *See* H.B. 4595, 88th Leg., Reg. Sess. 2023, Art. 24 § 23. I use the post-September 1 section numbers.

be subject to these provisions in addition to state agencies. *See Bolen v. Bd. of Firemen, Policemen & Fire Alarm Operators' Trustees of San Antonio, Tex.*, 308 S.W.2d 904, 905 (Tex. App.—San Antonio 1957, writ ref'd) (“A political subdivision contemplates: geographical area and boundaries, public elections, public officials, taxing power and a general public purpose or benefit.”); Tex. Gov't Code § 2252.121(5) (“‘Political subdivision’ means a county, municipality, school district, or other special district or authority of this state.”).

None of the three Government Code sections at issue here define the term “verification.” The Texas Supreme Court has accepted the Black’s Law Dictionary definition of the term “verification”:

“[V]erification” is “an oath or affirmation that an authorized officer administers to an affiant or deponent,” [BLACK’S LAW DICTIONARY 1793 (10th ed.2009)] . . . The courts that have addressed the issue have held that no particular form of verification is required so long as the affiant swears to the truth of the contents and that the affidavit is based on personal knowledge.”

In re K.M.L., 443 S.W.3d 101, 110 (Tex. 2014) (relinquishment of parental rights).

Texas courts rigorously apply the “plain meaning doctrine” in construing statutory language. *See Abutahoun v. Dow Chem. Co.*, 463 S.W.3d 42, 46 (Tex. 2015). By adopting the Black’s Law Dictionary definition of “verification” in *K.M.L.*, the Supreme Court may have held that the oath requirement is an intrinsic element of the term “verification.” Even if so, it is unclear that implied conclusion would apply in all contexts, including required verifications in government contracts, but there is that risk.

The Legislature did not define the term “verification” in the three sections to clarify whether an oath is required. The Legislature has defined the term or variants of the term as not requiring an oath in seven laws not relevant to city contracts. *See* Bus. & Comm. Code § 523.052(a)(1); Health & Safety Code § 696.001(1); Ins. Code §§ 843.347(a), 1301.001(11), and 1301.133(a); Occup. Code § 162.151(2); and Tax Code § 162.001(34).

The terms “verification” and “verify (which have the same meaning, *In re K.M.L.*, *supra*), are often used in non-legal documents and conversation to simply mean a confirmation or “to establish the truth, accuracy, or reality of” something. <https://www.merriam-webster.com/dictionary/verifying> (definition 1 of “verifying” (not requiring oath); but definition 2 is “to confirm or substantiate in law by oath”). It is possible, but uncertain, that the Legislature only required unsworn representations by contractors with the legislators demanded verification. I have found no relevant legislative history.

I note that the Penal Code Section 37.02(b) makes non-aggravated perjury (a false material sworn statement) only a Class A misdemeanor, while Penal Code Section 37.10(c)(1) makes the making, presenting or using a false government record with intent to defraud or harm another a state jail felony as an aggravated form of tampering with a governmental record.

Therefore, making a false sworn verification in government contracts would not necessarily carry a more severe penalty than fraudulently using a contract containing a false unsworn representation. For this reason, it cannot be said that the Legislature intended to subject contractors to enhanced penalties if the contractors falsely represents their policies toward Israel or energy and firearms companies under oath rather than in unsworn written representations.

Conclusion

Governmental entities need clarification of whether the term “written verification” as used in three Government Code sections, Section 2271.002 (no boycotting Israel), Section 2276.002 (no boycotting energy companies), and Section 2274.002 (no discriminating against firearm entities or firearm trade associations) respecting government contracts for goods or services require a verification under oath or only a statement in writing.

Without certainty, governmental entities risk entering into void or voidable contracts if their contracts covered by the three sections at issue require “written verification” but the contracts do not include sworn verifications.

For the foregoing reasons, the I respectfully request the Texas Attorney General’s Opinion Committee issue an Attorney General Opinion on the question presented herein, whether the term “written verification” as used in three Government Code sections, Section 2271.002 (no boycotting Israel), Section 2276.002 (no boycotting energy companies), and Section 2274.002 (no discriminating against firearm entities or firearm trade associations) respecting certain government contracts for goods or services require a verification under oath or only a statement in writing.

If you have any questions concerning this request, please feel free to call me or Dorothy Palumbo, City Attorney of the City of Hutto at the Bojorquez Law Firm, (512) 250-0411.

Sincerely,

Doyle “Dee” Hobbs, Jr.
COUNTY ATTORNEY
Williamson County, Texas

AGENDA ITEM REPORT

12.1.



To: City Council

Subject: Consideration and possible action relating to Resolution No. R-2023-111 approving the Interlocal Agreement between the City of Taylor, the City of Hutto and Williamson County for the construction of Wastewater Facilities (CIP Project WW11 SE Loop WW Interceptor) with a request for funding provided by Williamson County's authorization of American Rescue Plan Act funding in the amount of Ten Million Dollars, (\$10,000,000.00) and authorizing the Mayor to execute the Interlocal Agreement (James Earp)

Meeting: Thursday, August 17, 2023

Department: City Manager /

Staff Contact: James Earp

BACKGROUND INFORMATION:

This item allows the City, City of Taylor and Williamson County to enter into an Interlocal Agreement that provides for the use of the \$10 million dollars in ARPA funding through the Subrecipient Agreement between Williamson County and the City for the construction of the SE Loop Wastewater Interceptor project.

SUMMARY OF REQUEST:

Approval of the resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

WW11 FY2023 budget is \$317k for Engineering Design work. The project is currently estimated to cost \$40M - \$50M. This \$10M will offset construction cost and once constructed, Taylor residents will pay WW fees.

ATTACHMENTS:

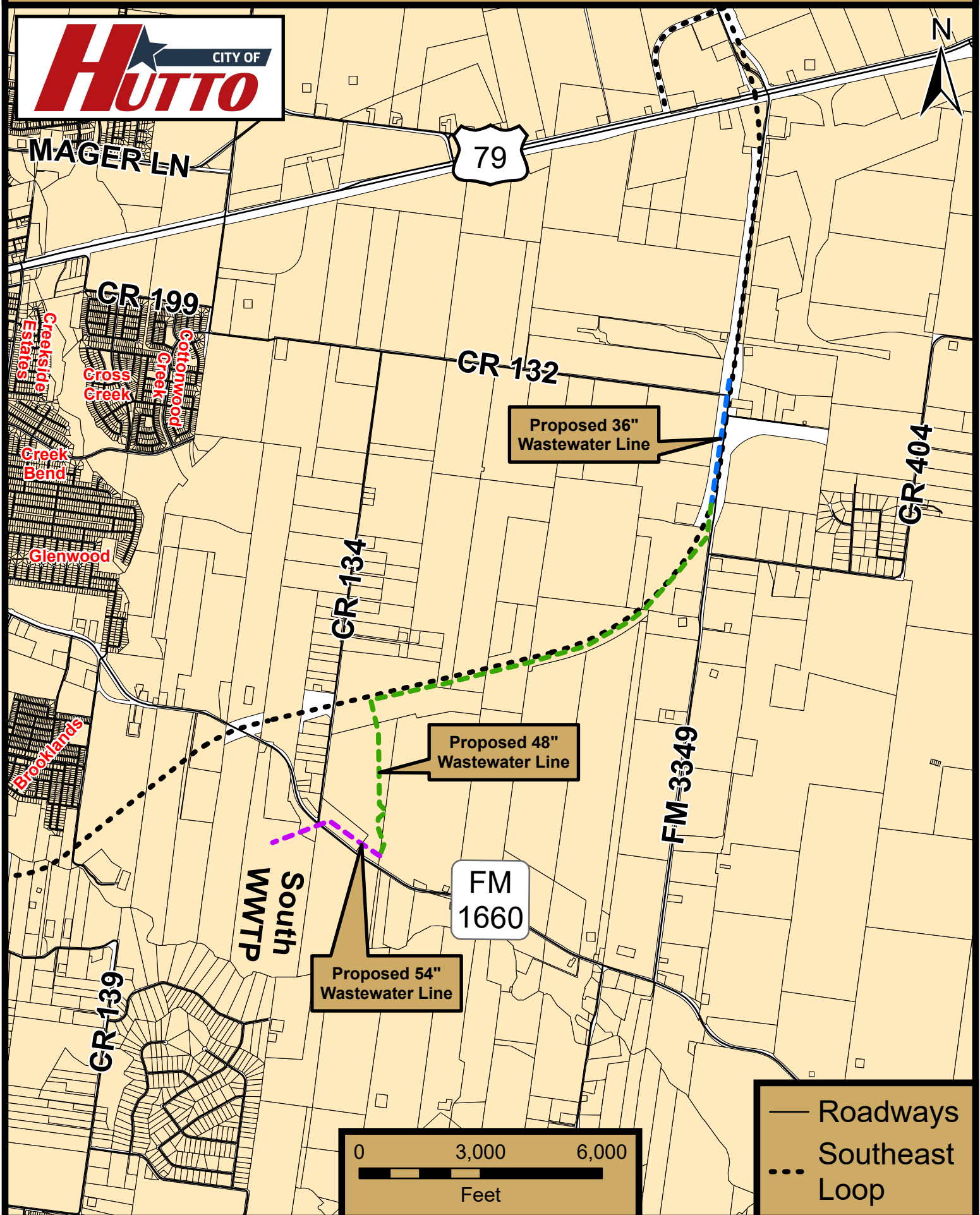
1. Location Map
2. Hutto Resolution ILA ARPA funds
3. Hutto ILA Taylor County Commitment ltr 6.22.23
4. Hutto ILA Final 8.17.23 City Taylor County (1)

AGENDA ITEM REPORT

12.1.



Resolution No. R-2023-111



RESOLUTION NO. R-2023-111

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH TAYLOR, TEXAS AND WILLIAMSON COUNTY FOR THE CITY'S AWARD OF AMERICAN RESCUE PLAN ACT FUNDING FROM WILLIAMSON COUNTY; PROVIDING PROPER NOTICE OF MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 24, 2022, Williamson County has awarded up to \$10 million dollars of American Rescue Plan Act, ("ARPA") funds to the City of Hutto, (the "City"), for the construction of a regional wastewater line that will generally run in the SE Loop Right-of-Way from US 79 to the City's southern wastewater treatment plant; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Interlocal Agreement between the City of Hutto, City of Taylor and Williamson County, ("Interlocal Agreement"), attached as Exhibit A, for the construction of the wastewater lines for the use the ARPA funds for the construction of a regional wastewater line.

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 Interlocal 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 5. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 17th day of August 2023 on vote of __AYES; __NAYS; __ABSTENTIONS

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary



November 16, 2022

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

RE: Regional Wastewater Solution Letter of Intent

Dear Mr. Earp,

This letter is to show the intent of the City of Hutto and the City of Taylor to partner on a regional wastewater solution. City of Taylor staff have requested the City of Hutto provide wastewater service to the western portion of Taylor including the option of temporary service to the RCR rail site, and permanent service to portions of southwest Taylor, south and west of Samsung in what we are calling the 3349 Basin.

It is the intent of the City of Hutto to design two sewer solutions: a gravity, lift station and force main within Hutto's Megasite which will be available to provide RCR with temporary wastewater service; and, a gravity line system that generally follows the 3349 ROW and the new loop being constructed by Williamson County (3349 Interceptor). This gravity line will be sized to handle the amount of flow Taylor has requested. The City expects to award the Task Order for the Megasite line November 3, and will move forward with securing a task order to design the 3349 Interceptor to accommodate Taylor's permanent request. The 3349 Interceptor is subject to Williamson County finalizing right of way acquisition for the loop, or dependent upon developer contribution. This Interceptor is not merely meant to serve Taylor, as the line is a part of Hutto's draft wastewater master plan, and is necessary to provide flow for Hutto CCN.

Additionally, the south Hutto WWTP will require expansion, and the scope of the expansion project is currently in development with Garver Engineering. It is expected to be awarded by task order before year end. Hutto is also applying to TCEQ for a plant rerate which when combined with improvements to the collection system that are being designed will allow for acceptance of the Taylor wastewater through the construction/expansion phase of the plant.

Williamson County has committed \$10 million of its ARPA funds toward this regional wastewater solution. County staff have indicated that should the Hutto sewer project not include Taylor, that the ARPA allocation would be reduced by \$5 million. Therefore, Hutto will design the project such that Taylor is credited with \$5 million toward incrementally oversizing the infrastructure. Once the project has been designed to meet Hutto's capacity needs it will be determined how much incremental oversizing may be accomplished with the \$5 million and Taylor will receive that amount of capacity as an



LUE credit that it may use at its discretion. Moreover, Taylor will not be obligated to pay for any capital expenses or proportional debt payments prior to an end user.

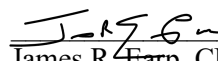
A more formal Interlocal Agreement that will establish the capital costs, Taylor's LUE capacity, impact fee credits, wholesale wastewater contract, among other items, will be developed when the timing and costs of the project are more well defined.

The County has asked for a joint letter of intent and acceptance to memorialize the commitment of our communities to this project in order to make the ARPA funds available to the city of Hutto. If the City of Taylor accepts this plan as sufficient to provide the service, they are requesting then this letter will serve the purpose of meeting the County's request.

The City of Hutto will deliver the following assurances to Taylor as they are completed:

- Approved Engineering Task Order for Megasite
- Approved Engineering Task Order for FM 3349 Interceptor
- Approved Engineering Task Order for Plant Rerate
- Approved Engineering Task Order for Plant Expansion

If this is acceptable, please counter sign and return.


James R. Earp, CPM
City Manager
City of Hutto


Brian LaBorde
City Manager
City of Taylor

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Hutto, a Home Rule municipality in the State of Texas ("Hutto"), the City of Taylor, a Home Rule municipality in the State of Texas ("Taylor"), and Williamson County, Texas ("County"), a political subdivision of the State of Texas. Hutto, Taylor and County are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, Hutto and Taylor have memorialized their commitments in a Regional Wastewater Solution Letter of Intent, dated November 16, 2022, Attachment "A"; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement for Hutto to provide wastewater service to the western portion of Taylor including an option for permanent service to the RCR Rail Co. ("RCR") rail site and service to portions of southwest Taylor and west of the Samsung site ("3349 Basin") and for County to provide funding to Hutto from its American Rescue Plan Act Funds ("ARPA Funds") toward the regional wastewater solution set out herein and pursuant to the related Subrecipient Agreement between County and Hutto.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. WASTEWATER SERVICE

1.01 Design. Hutto will design two sewer solutions: (1) a gravity lift station and force main within Hutto's Megasite which will be available to provide RCR and any properties as indicated in the exhibit, attached herein, or along or adjacent to FM 3349. with wastewater service; and (2) a gravity line system that generally follows the State of Texas' 3349 ROW and the new loop being constructed by County ("East Wilco Highway"). This gravity line will be sized to handle the amount of flow Taylor has requested and to provide permanent service to the RCR Rail Co. ("RCR") rail site and service to portions of southwest Taylor and west of the Samsung site ("3349 Basin") as indicated in the Attachment "B".

(a) Hutto awarded the Task Order for the Megasite line March 23, 2023, and on

April 25, 2023, has awarded a task order to design the 3349 Interceptor to accommodate Taylor's permanent request. This Interceptor is not merely meant to serve Taylor, as the line is a part of Hutto's Wastewater Master Plan, and is necessary to provide flow for Hutto CCN (Certificate of Convenience and Necessity). The 3349 Interceptor is subject to County finalizing right of way acquisition for the loop, and is dependent upon developer contribution.

1.02 Hutto WWTP Expansion. The south Hutto WWTP (Wastewater Treatment Plant) will require expansion and the scope of the expansion project is currently in development with Garver Engineering. The south Hutto WWTP is expected to be awarded by task order before the end of year 2023. Hutto has also applied to TCEQ for a plant rerate which when combined with improvements to the collection system that are being designed will allow for acceptance of the Taylor wastewater through the construction/expansion phase of the plant.

1.03 Funding. County has committed \$10 million dollars of its ARPA Funds toward this regional wastewater solution. County staff have indicated that, should the Hutto sewer project not include Taylor, that the ARPA allocation would be reduced by \$5 million. Therefore, Hutto will design the project such that Taylor is credited with \$5 million toward incrementally oversizing the infrastructure. Once the project has been designed to meet Hutto's capacity needs, it will be determined how much incremental oversizing may be accomplished with the \$5 million and Taylor will receive that amount of capacity from Hutto as in the form of an LUE credit that Taylor may use at its discretion; however, Hutto will concentrate its aforementioned allocation in the construction of the system to allow for capacity of the 2,000 LUEs, within the WWTP, to include but not limited to the sanitary sewer collection, treatment, discharge systems and all appurtenances associated therewith. Taylor is not required in the future to make necessary improvements in Hutto's system to access such LUEs. Moreover, Taylor will not be obligated to pay for any capital expenses or proportional debt payments prior to an end user. County's commitment of the ARPA Funds is dependent on the availability of such funds and, in the event such funds are rescinded by the United States Congress prior to their allocation, County's obligation to commit ARPA Funds shall also be rescinded. Furthermore, Hutto and Taylor hereby agree to execute any other agreements necessary with County in relation to terms and conditions necessary for funding and use of the ARPA Funds.

1.04 Additional terms. The determination of capital costs will be by separate agreement for the capital costs, for Taylor's LUE capacity, impact fee credits, and wholesale wastewater service contract, as the costs of the project are defined.

1.05 Acquisition of Real Property Rights. Hutto and Taylor hereby authorize the County to undertake construction and the acquisition of right-of-way, drainage easements, utility easements, and other real property rights and interest, through negotiation or condemnation, within the Hutto city limits and the Taylor city limits, which are necessary for the following County projects: East Wilco Highway, Samsung Highway, Corridor A and Chandler Road.

Additionally, Hutto and Taylor shall require dedication of the right-of-way from private owners needed for the County projects as part of their platting process and within the parameters of state law.

1.06 Submittals and assurances

The City of Hutto will deliver the following assurances and work with Taylor as they are completed to demonstrate the allocation of Taylor's 2,000 LUEs has been distributed throughout the WWTP, collection, discharge systems and all appurtenances associated therewith:

- Approved Engineering Task Order for Megasite
- Approved Engineering Task Order for FM 3349 Wastewater Conveyance System
- Final Documentation for WWTP Rerate
- Approved Engineering Task Order for WWTP Expansion
- Engineering Studies and/or Reports documenting capacity of the WWTP and Conveyance System
- Wastewater Conveyance System Construction Documents
- Wastewater Conveyance System Model
- Wholesale wastewater contract
- Cost of service model determining rate
- As-builts-Drawings for FM 3349 Wastewater Conveyance System

1.07 Plans and Specifications. For any proposed construction within County Right of Way, Hutto and Taylor shall submit all plans and specifications for proposed work to the County for approval prior to contract award.

1.08 Railroad Crossing Closures. Hutto shall be responsible for coordinating the closure of the at-grade railroad crossings, located at Hutto Economic Development Corporation owned parcels.

1.09 East Wilco Highway Right of Way Availability. The East Wilco Highway right-of-way needed for the Force Main and Gravity Line owned by Williamson County will be made available to Hutto and Taylor by December 1, 2023.

ARTICLE III. GENERAL PROVISIONS

2.01 Approvals Required. This Agreement is subject to approval by the Taylor City Council, the Hutto City Council, and the Williamson County Commissioners Court and, when executed by the appropriate officials of Taylor, Hutto, and County, shall bind the Parties hereto.

2.02 Entire Agreement. This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.

2.03 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this

Agreement.

2.04 Successors and Assigns. Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.

2.05 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either Party.

2.06 Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and the obligations are performable and venue for any dispute arising out of this Agreement shall lie in Williamson County, Texas.

2.07 Notice. Unless otherwise noted, all notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, postage prepaid or by hand delivery to the following addresses:

City of Taylor
Attention: City Manager
400 Porter Street
Taylor, Texas 76574

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

Williamson County
Attention: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

2.08 Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

2.09 Funding. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party or funds budgeted and appropriated by the respective party. The County's financial obligation shall be from awarded ARPA Funds to Hutto in the amount of \$10 million dollars pursuant to the terms of the related Subrecipient Agreement between County and Hutto.

2.10 No Joint Venture. Each party to this Agreement, in the performance of this

Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

2.11 Force Majeure. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

2.12 Rights and Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto do not waive, modify, or alter 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.

2.13 Performance Obligations. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

2.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

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

2.12 Binding Effect. This Agreement shall be binding upon and inures to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein; however, this Agreement confers no rights or benefits on any third Parties.

IN WITNESS THEREOF, the Parties, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original and have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

[Signature Pages Follow]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS
ON THIS _____ DAY OF _____, 2023.

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: _____, 2023

ATTEST:

By: _____
Diana McLean, City Clerk

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS
ON THIS 17th DAY OF AUGUST, 2023.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: _____, 2023

ATTEST:

By: _____
Angela Lewis, City Secretary

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON
COUNTY, TEXAS ON THIS _____ DAY OF _____, 2023.

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 2023

Attachment “A”
Regional Wastewater Solution Letter of Intent, dated November 16, 2022



November 16, 2022

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

RE: Regional Wastewater Solution Letter of Intent

Dear Mr. Earp,

This letter is to show the intent of the City of Hutto and the City of Taylor to partner on a regional wastewater solution. City of Taylor staff have requested the City of Hutto provide wastewater service to the western portion of Taylor including the option of temporary service to the RCR rail site, and permanent service to portions of southwest Taylor, south and west of Samsung in what we are calling the 3349 Basin.

It is the intent of the City of Hutto to design two sewer solutions: a gravity, lift station and force main within Hutto's Megasite which will be available to provide RCR with temporary wastewater service; and, a gravity line system that generally follows the 3349 ROW and the new loop being constructed by Williamson County (3349 Interceptor). This gravity line will be sized to handle the amount of flow Taylor has requested. The City expects to award the Task Order for the Megasite line November 3, and will move forward with securing a task order to design the 3349 Interceptor to accommodate Taylor's permanent request. The 3349 Interceptor is subject to Williamson County finalizing right of way acquisition for the loop, or dependent upon developer contribution. This Interceptor is not merely meant to serve Taylor, as the line is a part of Hutto's draft wastewater master plan, and is necessary to provide flow for Hutto CCN.

Additionally, the south Hutto WWTP will require expansion, and the scope of the expansion project is currently in development with Garver Engineering. It is expected to be awarded by task order before year end. Hutto is also applying to TCEQ for a plant rerate which when combined with improvements to the collection system that are being designed will allow for acceptance of the Taylor wastewater through the construction/expansion phase of the plant.

Williamson County has committed \$10 million of its ARPA funds toward this regional wastewater solution. County staff have indicated that should the Hutto sewer project not include Taylor, that the ARPA allocation would be reduced by \$5 million. Therefore, Hutto will design the project such that Taylor is credited with \$5 million toward incrementally oversizing the infrastructure. Once the project has been designed to meet Hutto's capacity needs it will be determined how much incremental oversizing may be accomplished with the \$5 million and Taylor will receive that amount of capacity as an



LUE credit that it may use at its discretion. Moreover, Taylor will not be obligated to pay for any capital expenses or proportional debt payments prior to an end user.

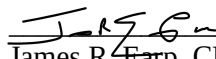
A more formal Interlocal Agreement that will establish the capital costs, Taylor's LUE capacity, impact fee credits, wholesale wastewater contract, among other items, will be developed when the timing and costs of the project are more well defined.

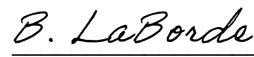
The County has asked for a joint letter of intent and acceptance to memorialize the commitment of our communities to this project in order to make the ARPA funds available to the city of Hutto. If the City of Taylor accepts this plan as sufficient to provide the service, they are requesting then this letter will serve the purpose of meeting the County's request.

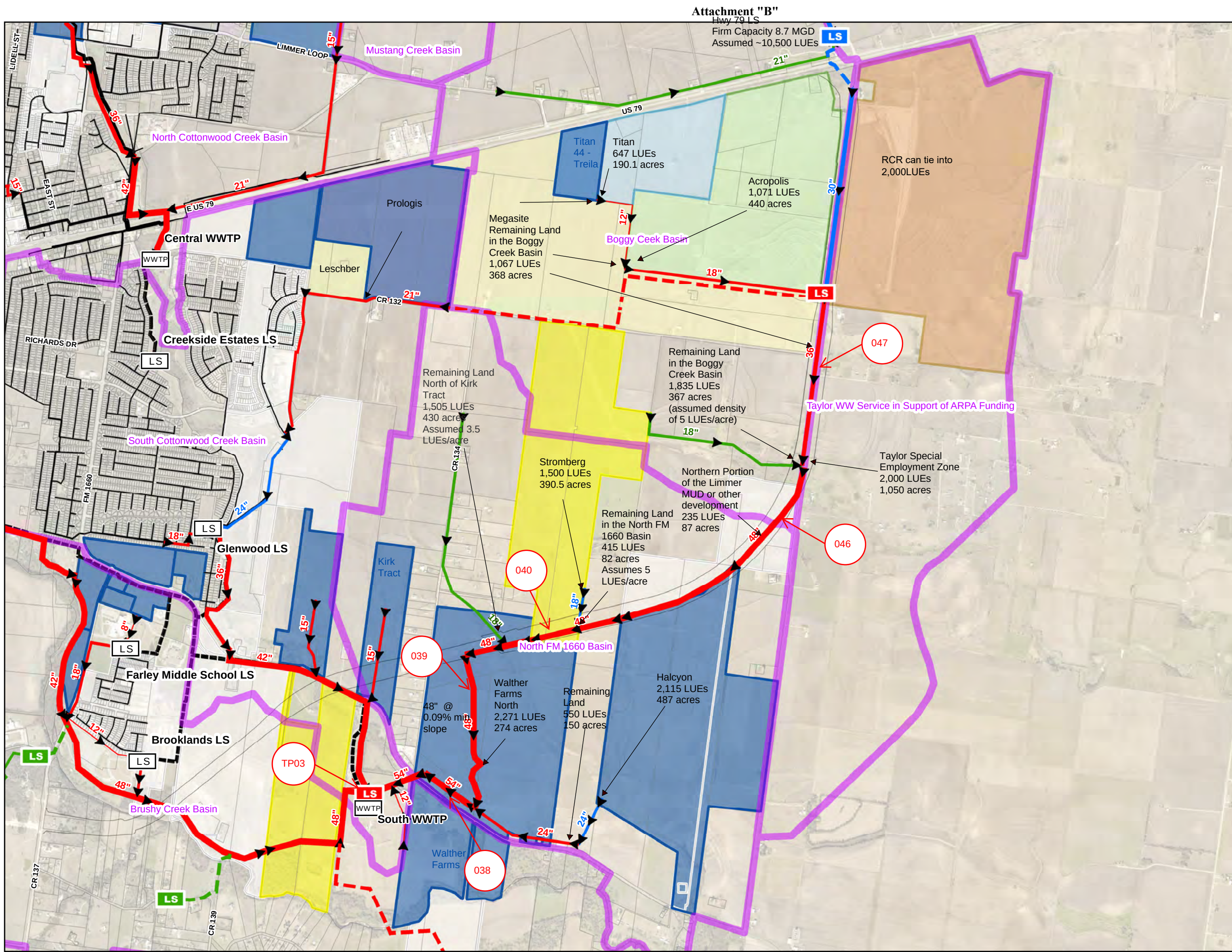
The City of Hutto will deliver the following assurances to Taylor as they are completed:

- Approved Engineering Task Order for Megasite
- Approved Engineering Task Order for FM 3349 Interceptor
- Approved Engineering Task Order for Plant Rerate
- Approved Engineering Task Order for Plant Expansion

If this is acceptable, please counter sign and return.


James R. Earp, CPM
City Manager
City of Hutto


Brian LaBorde
City Manager
City of Taylor



Taylor Special Employment Zone LUE Distribution

Basins
Parcels

Modeled Facilities
WWTP
Lift Station

Sewer Lines
8.0" - 12.0"
12.1" - 15.0"
15.1" - 21.0"
21.1" - 30.0"
30.1" - 42.0"
Force Main

Megasite Development
Megasite Remaining
Hutto Powered Campus
Acropolis
Titan
RCR
100-year Floodplain

Developments Status
2020 Approved
2021 Approved
Pending Approval

0 7001,400 2,800 Feet

N

HUTTO CITY OF GARVER

AGENDA ITEM REPORT

12.2.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-144 of the City of Hutto, Texas, approving a Subrecipient Agreement between Williamson County and the City of Hutto in the amount of up to \$10 million dollars for the SE Loop Wastewater Interceptor project (Legal)
Meeting: Thursday, August 17, 2023
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

This item allows the City to execute a Subrecipient Agreement between Williamson County and the City of Hutto in the amount of up to \$10 million dollars for the SE Loop Wastewater Interceptor project using American Rescue Plan Act.

SUMMARY OF REQUEST:

Approval of the Resolution as presented

STAFF REVIEW:

Staff recommends approval

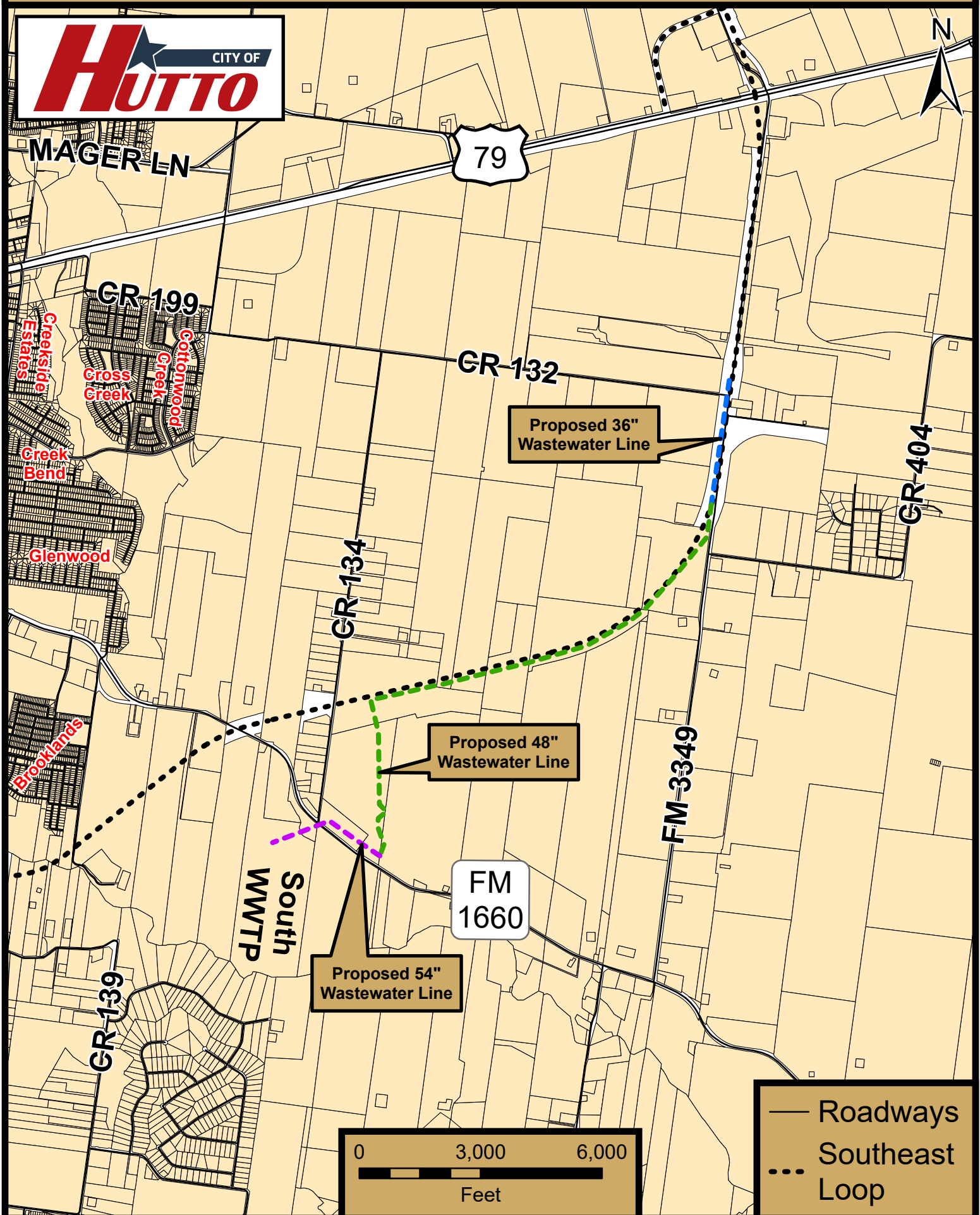
FISCAL NOTES:

WW11 FY2023 budget is \$317k for Engineering Design work. The project is currently estimated to cost \$40M - \$50M. This \$10M will offset construction cost and once constructed, Taylor residents will pay WW fees.

ATTACHMENTS:

1. Project Map
2. Hutto Resolution ARPA SE WW Interceptor 062223-R-2023-144
3. Hutto ARPA Draft Agreement v2

Resolution No. R-2023-144



RESOLUTION NO. R-2023-144

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF HUTTO IN THE AMOUNT OF UP TO \$10 MILLION DOLLARS FOR THE SE LOOP WASTEWATER INTERCEPTOR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to enter a Subrecipient Agreement between Williamson County and the City of Hutto, Texas (“City”) for the SE Loop Wastewater Interceptor Project in the amount of up to \$10,000,000 dollars (10 million), (“Agreement”); and

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

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

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

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

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

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

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 17th day of August 2023 on vote of __AYES; __NAYS; __ABSTENTIONS

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

EXHIBIT A
(Subrecipient Agreement between Williamson County and City of Hutto)

**SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF HUTTO
FOR THE SE LOOP WASTEWATER INTERCEPTOR PROJECT**

**WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and City of Hutto (“SUBRECIPIENT”), (collectively, the “Parties”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“SLFRF FUNDS”) authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

Exhibit A

THEREFORE, the Parties agree as follows:

I. GENERAL OVERVIEW AND WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: The City of Hutto has started the design of and is committed to constructing the Southeast Loop Wastewater Interceptor project that will facilitate wastewater service in southeastern Hutto and southwestern Taylor thereby creating a regional wastewater solution.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II. PAYMENT

The COUNTY shall make available an amount of up to \$10,000,000 (**TEN MILLION DOLLARS**) to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form

Exhibit A

- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

Exhibit A

IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

VI. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information

Exhibit A

that it is mandated to withhold to comply with state or federal law.

VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.

Exhibit A

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.

LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.

DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.

INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.

SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

Exhibit A

XIV. DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV. FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

City Manager
City of Hutto
500 West Live Oak
Hutto, TX 78634

XVII. SEVERABILITY

Exhibit A

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XVIII.
VENUE AND APPLICABLE LAW**

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XIX.
ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

SUBRECIPIENT:

Bill Gravell, Jr., County Judge

James Earp, City Manager

Date: _____, 2023

Date: _____, 2023

Exhibit A

APPENDIX A – Scope of Services

Expenditure Category – 5.2 Clean Water: Centralized Wastewater Collection and Conveyance

This project includes the construction of a wastewater interceptor along the Southeast Loop alignment to meet the needs for a regional wastewater solution between southwestern Taylor ETJ and southeaster Hutto. The interceptor will convey wastewater flows from existing and future wastewater connections to the existing wastewater treatment plant in Hutto.

Exhibit A

APPENDIX B – Program or Project Budget/Allowable Expenses

This agreement is for \$10 million in construction costs.

(incorporated herein as if copied in full)

AGENDA ITEM REPORT

12.3.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-055 amending the Budget for the Fiscal Year of October 1, 2022 through September 30, 2023 for Water Reservation and Solid Waste budget amendment (First Reading) (Anne LaMere)
Meeting: Thursday, August 17, 2023
Department: Finance /
Staff Contact: Anne Lamere

BACKGROUND INFORMATION:

Recently, the Council approved negotiations for a Water Reservation contract with first payment to be made during fiscal year 2023. Additionally, the Purchase Order with AI Clawson for trash pickup within the City needs to be increased for increased number of citizens. Both of these items are offset by increased collected fees due to increased number of citizens in the City.

SUMMARY OF REQUEST:

Amending utility services operating revenues (\$1,621,000) to allow for the FY 2023 payment of the recently Council approved Water Reservation negotiations; (\$1,621,000) and (2) amending Solid Waste revenues (\$100,000) and expenses (\$100,000) to increase the Purchase Order with AI Clawson for trash pickup within the City.

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Approval of this item provides budget for payment for water Reservation as recently approved by the Council. Additionally, approval will allow for increase in AI Clawson purchase order for continued pickup of trash.

ATTACHMENTS:

1. 2023.05.18_Hutto_ORD-2023-Budget-Amendment_v1_mvc (2)

ORDINANCE NO. O-2023-055

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 REVENUES AND 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, after adoption of the budget, the City Council may by ordinance make certain amendments to the budget pursuant to Section 8.07 of the City of Hutto Home Rule Charter; and

WHEREAS, pursuant to Section 8.07(a) of the City of Hutto Home Rule Charter, after adoption of the budget, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the budget, the City Council may by ordinance make supplemental appropriations for the year up the amount of such excess; and

WHEREAS, pursuant to Section 8.07(b) of the City of Hutto Home Rule Charter, after adoption of the budget, the City Council may by ordinance make emergency appropriations to meet a public emergency affecting life, health, property, or the public peace, or to avoid a material cost or public expense; 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, Exhibit A shows the proposed budget amendments as follows: (1) amending utility services operating revenues (\$1,621,000) to allow for the FY 2023 payment of the recently Council approved Water Reservation negotiations; (\$1,621,000) and (2) amending Solid Waste revenues (\$100,000) and expenses (\$100,000) to increase the Purchase Order with Al Clawson for trash pickup within the City.

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

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

SECTION 7. 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 8. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 9. 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 _____, 2023.

PASSED AND ADOPTED on Second Reading the ____ day of _____, 2023.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Exhibit A Budget Amendment 8/17/23

Responsibility/ Account Code	Utility Services Operating Fund 50	Original Budget	Proposed Budget Amendment	Revised Budget
Revenue				
50-5099	Miscellaneous Income	15,000	550,000	565,000
50-5201	Water User Fees	6,750,000	356,000	7,106,000
50-5203	Waste Water User Fees	7,500,000	715,000	8,215,000
Expenditure				
50-040-058-6458	Water Reservation	-	1,621,000	1,621,000
	Net Transfer Total		-	
Responsibility/ Account Code	Solid Waste Fund 70	Original Budget	Proposed Budget Amendment	Revised Budget
Revenue				
70-5204	Waste Management Fees	2,395,497	100,000	2,495,497
Expenditure				
70-080-010-6461	Waste Management Services	2,160,670	100,000	2,260,670
	Net Transfer Total		-	

AGENDA ITEM REPORT

12.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2023-184 authorizing the City Manager to execute an agreement with Archer Western for Construction Manager At Risk (CMAR) services associated with the South Wastewater Treatment Plant (S WWTP) expansion to 6.0 MGD in the amount of \$1,175,133 (CIP WW-06) (Matt Rector)
Meeting: Thursday, August 17, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

In January, the City Council awarded the contract for preliminary engineering design for the expansion of the treatment capacity of the South Wastewater Treatment Plant (WWTP) to 6.0 MGD to Garver, LLC. (CIP WW-04)

At the January City Council workshop, the council discussed using the Construction Manager at Risk (CMAR) project delivery method to deliver the construction of the Wastewater Treatment Plant expansion. (CIP WW-06)

In February, the City Council awarded a contract for developing a request for qualifications (RFQ) to solicit, evaluate and select a Construction Manager at Risk and assist in executing a reconstruction services agreement between the City of Hutto and the selected CMAR firm.

In May, the City Council awarded the contract for final engineering design for the expansion of the treatment capacity of the South Wastewater Treatment Plant (WWTP) to 6.0 MGD to Garver, LLC. (CIP WW-05)

City staff and Garver worked together to develop the RFQ. A preselection meeting was held and several firms attended. Three firms submitted statements of qualification (SOQ). The SOQs were evaluated and all three were invited to submit pricing information. Two of the firms provided pricing information and both were invited to interview. Subsequent to the interviews, City staff and Garver evaluated the firms and selected Archer Western.

The purpose of this agenda item is to award the contract for CMAR services to Archer Western in the amount of \$1,175,133.00.

SUMMARY OF REQUEST:

Approval of the Resolution as presented

AGENDA ITEM REPORT

12.4.



STAFF REVIEW:

Staff requests the award of the contract for CMAR services.

FISCAL NOTES:

CIP Project WW-06 S WWTP Expansion to 6MGD has \$1,175,133 available budget in account 57-040-058-6676 for the award of this contract.

ATTACHMENTS:

1. Location Map
2. Partially executed contract
3. HB 1295

South Wastewater Treatment Plant



FM
1660

ROWE LN

CR 198

CR 134

CR 139

CR 129

CR 137

CR 163

~ Roadways

South

Wastewater Treatment Plant



AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

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AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between **The City of Hutto, Texas, a Texas home-rule municipal corporation with its principal administrative offices in Williamson County, Texas** (“Owner” or “City”) and **Archer Western Construction, LLC, Irving, Texas** (“Construction Manager at Risk” or “CMAR”).

Terms used in this Agreement have the meanings stated herein and in the General Conditions and the Supplementary Conditions.

Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT

- 1.1 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

**Hutto South WWTP Expansion to 6.0 MGD
City CIP Number WW06
Garver Project Number 22W07145**

ARTICLE 2—OWNER’S CONTRACT MANAGEMENT TEAM AND ENGINEER; OWNER’S PROJECT TEAM

- 2.1 The Owner has retained **Garver** (Owner’s Contract Management Team or OCMT), to act as Owner’s representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner’s Contract Management Team in the Contract.
- 2.2 The Owner has retained **Garver** (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR SERVICES

- 3.1 Scope of CMAR Services
- A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.
 - B. CMAR Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.
 - C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.

3.2 Basic Services, Additional Services, and Special Services

- A. Basic Services are CMAR Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.
- B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services within the scope set forth in Exhibit A, if Owner authorizes CMAR to do so. Owner will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.
- C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CMAR may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CMAR Services. If Owner and CMAR mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.3 Authorization to Provide CMAR Services

- A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 of Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.
- B. CMAR shall provide Basic Procurement Services set forth in Article 3 of Exhibit A, Scope of CMAR Services, upon receipt of written notice to commence such services from Owner or the Owner's Contract Management Team, or in a Contract Amendment establishing the scope and compensation for Procurement Services.
- C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Contract Management Team.

3.4 Compensation for Basic CMAR Services

- A. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1 in Exhibit A, Scope of CMAR Services, for each hour earned at the Billing Rates shown in Exhibit B, Attachment A—Table 2, Compensation for CMAR Services. Such compensation is subject to the not-to-exceed limit shown for Price for CMAR Basic Preconstruction Services in Exhibit B, Attachment A—Table 2, Estimated Contract Price.
- B. The compensation amount for Basic Procurement Services will be determined in a Contract Amendment for Procurement Services based on the Billing Rates shown in Exhibit B, Attachment A—Table 2, Compensation for CMAR Services. The scope and compensation for these services will be based on the Procurement Strategy Plan developed in accordance with Exhibit A—Scope of Work for CMAR Services,

Paragraph 1.14.

3.5 Compensation for Additional CMAR Services

- A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates shown in Exhibit B, Attachment A— Table 2, Compensation for CMAR Services.

3.6 Compensation for Special Services

- A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.7 Payment for CMAR Services

A. Preparation and Submittal of Invoices

- 1. CMAR will prepare and submit invoices for CMAR Services to Owner's Contract Management Team on a monthly basis in a format acceptable to Owner's Contract Management Team.
- 2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.
- 3. CMAR will provide documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices.

B. Payments

- 1. Payment for CMAR Services compensated using Hourly Billing Rate basis:
 - a. Owner shall pay CMAR an amount equal to the cumulative hours charged to the Project by CMAR's personnel times Hourly Billing Rates for each applicable Classification.
 - b. Hourly Billing Rates include all of the following—salaries and wages paid to personnel in each billing classification; the cost of customary and statutory benefits; general and administrative overhead; non-project operating costs; and operating margin or profit.
 - c. Hourly Billing Rates are to include all expenses related to providing CMAR Services including the following categories:
 - 1) Transportation and subsistence;
 - 2) Technology charges and data charges associated with the use of computers and tablets;
 - 3) Printing and reproduction of documents;
 - 4) Health and safety related equipment and training; and
 - 5) Special equipment used for CMAR Services.
- 2. The amounts paid to CMAR under this Article 3 are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

1. Owner will make payments due for CMAR Services within **30** calendar days after receiving an approved invoice from the Owner's Contract Management Team.
2. Except to the extent, if any, otherwise provided in the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as it may be amended, if Owner fails to make any payment due CMAR for CMAR Services within 30 calendar days after receipt of CMAR's invoice, then:
 - a. Amounts due CMAR will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by Laws or Regulations, if less, from said thirtieth day; and
 - b. CMAR may, after giving 15 business days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and other related charges in full.
3. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.

- D. Compensation for CMAR Services discussed in this Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CMAR Services; however, such payments are subject to the set-off provisions in General Conditions Article 13, Payment Procedures.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

- 4.1 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:
 - A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B, Attachment A—Table 1, Estimated Contract Price, lines 6-9;
 - B. Payment for Cost of the Work as provided in Article 6; and
 - C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B, Attachment A—Table 1, Estimated Contract Price.
- 4.2 This Agreement establishes a CMAR Contingency Allowance described in Article 8 and an Owner's Contingency Allowance described in Article 12 that will be used to pay for Risk Register Events that occur during the Work.
- 4.3 The amounts for CMAR's compensation summarized in Paragraph 4.1 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

- 5.1 Construction Support Costs
 - A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as

Cost of the Work and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:

1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
2. Management of Subcontractors and Suppliers;
3. Management of delegated professional design services, if any;
4. Costs associated with safety programs, including safety managers and safety representatives;
5. Quality management not specifically designated to be covered in a Work Authorization;
6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
8. Compliance with Laws and Regulations;
9. Taxes, other than those specifically designated to be covered in a Work Authorization, however the CMAR may request that the City provide, and the City may provide a sales tax exemption form for the CMAR to submit to the Texas Comptroller of Public Accounts for sales taxes associated with this Project, including, without limitation, taxes associated with work covered by a Work Authorization, as provided in General Conditions § 7.13.A;
10. Contract administration costs, including costs for:
 - a. Meetings, reporting, notifications, and other communications and coordination,
 - b. Document management,
 - c. Submittals, record data, and other documentation,
 - d. Creating and maintaining Project schedules per Article 4, Commencement and Progress of the Work, of the General Conditions,
 - e. Changes to the CMAR Contract per Article 11, Changes to the Contract, of the General Conditions,
 - f. Applications for Payment per Article 15, Payments to CMAR; Set-Offs; Completion; Correction Period, of the General Conditions,
 - g. Maintenance of Record Documents, and
 - h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;

12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
 13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;
 14. Costs associated with temporary office space to allow the collocation of the CMAR and the Engineer;
 15. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than \$500;
 16. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
 17. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, if any;
 18. Costs associated with substantial completion, partial utilization, and final completion; and
 19. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.
- B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

5.2 Fixed Construction Support Costs

- A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13, Payment Procedures. The amount for Fixed Construction Support Cost is shown in Exhibit B—Table 3, Basis of Compensation for Fixed Construction Support Costs.

5.3 Time-Sensitive Construction Support Costs

- A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13, Payment Procedures. The amount for Time-Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Attachment A—Table 4, Basis of Compensation for Time-Sensitive Construction Support Costs.

The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Attachment A—Table 4, Basis of Compensation for Time-Sensitive Construction.

Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.4 Changes in Construction Support Costs

- A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in Exhibit B, Attachment A—Table 1, Estimated Contract Price, lines 7, 8, and 9 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.3.B) are approximations of actual costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except as documented in the Risk Register.

5.5 Compensation for Construction Support Costs

- A. Payments for Fixed Construction Support Costs will be made as expenses are incurred and are mutually agreed on the schedule of values pay request. Payments for Bonds and Insurance will be reimbursed when encumbered. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.4.
- B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.4.
- C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.3.B.

ARTICLE 6—COST OF THE WORK

6.1 Purposes for Determination of Cost of the Work

- A. The term Cost of the Work is defined in the Article 1, Definitions and Terminology, of the General Conditions, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article 6. The provisions of this Article 6 are used for two distinct purposes:
 - 1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or
 - 2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is

entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.
- C. The Cost of the Work will include only those items identified in Paragraph 6.2.

6.2 Cost of the Work

- A. Payroll Cost—Payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.1. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.
- B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.1. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained.
- C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.
- D. Subcontractor Cost—Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Contract Management Team, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.

- E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.
1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.2.C.
 2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Contract Management Team as part of each Work Authorization.
 - a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.2.A.
 - b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed the rates shown for equipment in the Equipment Watch Cost Recovery Rental Rate Blue Book, (<https://equipmentwatch.com/blue-book-cost-recovery>) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.2.E.2.a.
 - c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CMAR or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CMAR or Subcontractor, since markups are included in rental or lease rates.
 - e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.
 3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- F. Supplemental Costs which consist of the following:
1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.
 2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work

Authorization and expressly excluding costs incurred by consultants performing CMAR Services.

3. Sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.
4. Deposits lost for causes other than the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.
6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.1.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
7. Cost for any Subcontractor bonds that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
8. The cost of premiums for Builder's Risk insurance and other Work Authorization-specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5, Construction Support Costs. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.1.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.3 Specific Exclusions from Cost of the Work

- A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5, Construction Support Costs.
 1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.
 2. Expenses of CMAR's principal and branch offices.
 3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.

4. Costs due to the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CMAR's Contingency per Article 8, CMAR Contingency Allowance.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.3.
8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.4 Compensation for the Cost of the Work

- A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER AT RISK FEE

7.1 The CMAR Fee will be determined as follows:

- A. The CMAR Fee is a specified percentage of the Cost of the Work as shown in Exhibit B, Attachment A—Table 1, Estimated Contract Price. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.3.
- B. If agreed between the CMAR and the Owner at GMP, the CMAR Fee may be converted a lump sum fee as shown in Exhibit B, Attachment A—Table 1, Estimated Contract Price. This CMAR Fee is subject to increases or decreases for changes in the Work as provided in General Conditions Paragraph 11.1.

ARTICLE 8—CMAR CONTINGENCY ALLOWANCE

8.1 CMAR Contingency Allowance

- A. The CMAR Contingency Allowance funds may be used by CMAR for costs sustained by either CMAR itself or a Subcontractor, at CMAR's discretion. The CMAR contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.
- B. CMAR Contingency Allowance Funds may only be used to compensate the CMAR for costs associated with Provisional Risks identified on the Risk Register and CMAR Risks.
- C. CMAR shall replenish the CMAR Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.
- D. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, as dictated by the Risk Register, Work

Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.

- E. The CMAR Fee does not apply to expenditures from the CMAR Contingency Allowance. CMAR will not be entitled to any additional overhead, profit, or other markup on any CMAR Contingency Allowance expenditure.
- F. The designated CMAR Contingency Allowance, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article 8; Owner will not increase the CMAR Contingency Allowance or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency Allowance unless directed pursuant to a Change in Contract as provided in General Conditions Paragraph 11.
- G. CMAR will submit applications for reimbursement from the CMAR Contingency Allowance to Owner's Contract Management Team, in a format acceptable to Owner's Contract Management Team, together with appropriate documentation required by the Risk Register. Payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.1 General Provisions Regarding Work Authorizations

- A. Work Authorizations will be based on Work Packages prepared and approved by Owner's Contract Management Team and Engineer in collaboration with the CMAR describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.
- B. All Work to be provided by CMAR must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.
- C. Owner's Contract Management Team will issue each Work Authorization using the Work Authorization form provided by the Owner's Contract Management Team.
- D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work.
- E. CMAR is not entitled to compensation for providing Work that Owner's Contract Management Team has not authorized.
- F. The most up to date Risk Register will be included with each Work Authorization.

9.2 First Work Authorization

- A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.1 Performance of the Authorized Work

- A. CMAR will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CMAR may prepare bid packages for Work the CMAR may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).
- B. CMAR may bid on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work.
- C. CMAR must submit its bids in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner's Contract Management Team.
- D. CMAR will award the subcontract for the Work under the Work Authorization to the responsible bidder submitting the highest scoring evaluated bid for that portion of the Work for which bids are received. CMAR may self-perform Work when CMAR is the highest scoring evaluated bid.
- E. Generally cite to Government Code Chapter 2269 for this section.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

- 11.1 Subject to the provisions of Article 4, Compensation for Performance and Completion of the Work, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.1.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.2 and 11.3.
 - A. Construction Support Cost Amount (Article 5);
 - B. Cost of the Work (Article 6);
 - C. CMAR Fee (Article 7); and
 - D. CMAR's Contingency Allowance Amount (Article 8).
- 11.2 The Estimated GMP indicated in Exhibit B, Attachment A—Table 1, Estimated Contract Price, is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.
- 11.3 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the following:
 - A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are 90% complete.

- B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 90% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.

11.4 Owner's Construction Budget

- A. Owner's Contract Management Team will establish an updated Owner's Construction Budget (Budget) based on the CMAR's procurement strategy which identifies Work Packages used to construct the Work. Owner's Contract Management Team, working with CMAR, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.
- B. Owner's Contract Management Team will revise the Budget to incorporate Change Orders, Risk Register Events identified on the Risk Register, or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items.
- C. CMAR will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.
 - 1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.
 - 2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.
 - 3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.
 - a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.
 - b. A net negative variance for the Contract represents the amount for which the CMAR is at risk, and no additional compensation will be made to the CMAR.

11.5 Options for Costs Exceeding the Owner's Budget

- A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CMAR Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CMAR Contingency Allowances and CMAR Fee cannot exceed the Owner's Construction Budget for each fiscal year used by the Owner. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget for such fiscal year:
 - 1. Approve an increase in the Owner's Construction Budget in writing.

2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.
 3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.
 4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.
- B. If Owner selects the option described in Paragraph 11.5.A.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.
 - C. If Owner selects the option described in Paragraph 11.5.A.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The Owner's Project Team will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the Owner's Project Team of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages at the hourly rates included in Exhibit B, Attachment A – Table 2, Compensation for CMAR Services.
 - D. If Owner selects the option described in Paragraph 11.5.A.3, CMAR shall assist the Owner's Project Team in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the Owner's Project Team of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages at the hourly rates included in Exhibit B, Attachment A – Table 2, Compensation for CMAR Services.
 - E. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget prior to issuing associated bid packages.
 - F. Termination due to voidness, invalidity, or unenforceability of any Contract Document provision is governed by Article 19, Inseverability.

11.6 Conversion of Cost of Work to a Lump Sum Amount

- A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer have access to CMAR Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.

- B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.5.
- C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:
 - 1. The Cost of the Work provisions in Article 6, Cost of the Work, will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.1.A.2.
 - 2. Construction Support Costs Extended Rate provisions of Paragraph 5.4 will continue to apply for Change Orders.
 - 3. Owner's Contingency will continue to be available per Article 12, Owner's Contingency Allowance.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.1 Owner's Contingency Allowance

- A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover Risk Register Events and Owner-Directed Changes. These funds can only be accessed by the CMAR when and to the specific extent authorized by the Risk Register.
- B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CMAR's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.1 Submittal and Processing of Payments

- A. Billing and payment for CMAR Services are addressed in Article 3, CMAR Services. The provisions in this Article 13 pertain to billing and payment for the Work.
- B. CMAR shall submit Applications for Payment in accordance with Article 15, Payments to CMAR; Set-Offs; Completion; Correction Period, of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Contract Management Team as provided in the General Conditions.

13.2 Progress Payments; Retainage

- A. Except as may otherwise be provided in Chapter 2251 of the Texas Government Code, Owner shall make progress payments on the basis of CMAR's Applications for Payment as recommended by Owner's Contract Management Team on or about the **5th** day of each month during construction as provided in Article 13, Payment Procedures, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
- B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.

1. Except as may otherwise be provided in Chapter 2251 of the Texas Government Code, Prior to Substantial Completion, for each Work Authorization progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed, with the balance being retainage.
 - b. 95 percent of cost of materials and equipment not incorporated in the Work, with the balance being retainage.
2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, Owner shall pay an amount sufficient to increase total payments to CMAR to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.1.E of the General Conditions, and less 125 percent of Owner's Contract Management Team's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

13.3 Final Payment

- A. Except as may otherwise be provided in Chapter 2251 of the Texas Government Code, upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15, Payments to CMAR; Set-Offs; Completion; Correction Period, of the General Conditions.

13.4 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

13.5 Interest

- A. All amounts not paid when due will bear interest as provided in the Section 2251.025 of the Texas Government Code.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.1 Documentation

- A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
- B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Contract Management Team.

14.2 Audit

- A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to

the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR.

ARTICLE 15—CONTRACT TIMES

15.1 Contract Times—Days

- A. The Work will be substantially complete within eight hundred and thirty-eight [838] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.1 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within sixty [60] calendar days after the date when the Contract Times commence to run.

15.2 Liquidated Damages

- A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The Parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner as of the Effective Date of this Agreement, if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree to use the below liquidated damages formulas and that the amount or amounts calculated in accordance with the formulas as provided below as liquidated damages are reasonable, will result in damages amounts not greatly disproportionate to the amounts of presumable loss or injury, and they therefore adopt the following formulas as liquidated damages for delay, but not as penalties:
 1. Substantial Completion—CMAR shall pay Owner **\$4,598** for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.
 2. Completion of Remaining Work—After Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CMAR shall pay Owner **\$2,000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CMAR, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

- B. Bonus: CMAR and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and CMAR agree that as a bonus for early completion, Owner shall pay CMAR **\$2,799** for each day prior to the time specified above for Substantial Completion, as duly adjusted pursuant to the Contract, that the Work is substantially complete. The maximum value of the bonus will be limited to **\$300,000**.

15.3 Milestones and Associated Damages

- A. Work required to be complete to meet Milestone(s) will be included in a separate Work Authorization, if needed.

ARTICLE 16—CONTRACT DOCUMENTS

16.1 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. General Conditions.
 - 3. Supplementary Conditions.
 - 4. General Requirements (Division 01 of the Specifications.)
 - 5. Drawings and Specifications completed as of the Effective Date of the Contract: **Hutto South WWTP Expansion 30% Design Report, dated May 31, 2023 and Hutto South WWTP Expansion 30% Plans, dated May 31, 2023.**
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A, Scope of CMAR's Services; and
 - b. Exhibit B, Basis of Compensation.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Contract Amendments;
 - b. Executed Work Authorizations, including the applicable Risk Register and any exhibits identified as Drawings, Specifications, or other Contract Documents;
 - c. Work Authorization Modifications;
 - 1) Work Change Directives;
 - 2) Change Orders; and
 - 3) Field Orders.
 - d. Performance and Payment Bonds; and Warranty Bonds, if any.
- B. There are no Contract Documents other than those listed above in this Article 16. The terms and conditions of the Contract Documents express and embody the complete and entire understandings and agreements of the Parties respecting the subject matters addressed therein, and supersede and replace any and all prior and

other written or oral agreements, representations, understandings, and promises, and any purported rights or expectations that might be asserted based on any purported reliance, estoppel, usages, customs, or other purported grounds not stated in the Contract Documents concerning the subject matters addressed in the Contract Documents.

- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.
- D. In the event of a conflict among the Contract Documents, the order of precedence shall be as follows:
 - 1. Work Authorization Modifications (described in Article 16.1.A.7.c);
 - 2. Executed Work Authorizations;
 - 3. Contract Amendments, to the Contract Documents, including all exhibits (described in Article 16.1.A.6);
 - 4. Supplementary Conditions;
 - 5. General Conditions;
 - 6. This Agreement, including all exhibits (described in Article 16.1.A.6);
 - 7. General Requirements (Division 01 of the Specifications.);
 - 8. Change Orders to the Specifications;
 - 9. Specifications completed as of the Effective Date of a Work Authorization;
 - 10. Drawings completed as of Effective Date of a Work Authorization.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, STIPULATIONS, AND VERIFICATIONS

17.1 CMAR's Representations

- A. To induce Owner to enter into this Contract, CMAR makes the following representations:
 - 1. CMAR has examined and carefully studied the Contract Documents, including Addenda.
 - 2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work, including, without limitation, access to the site and egress from the site.
 - 3. CMAR is familiar with all Laws and Regulations, including, without limitation, the City of Hutto's charter, ordinances, and policies that may affect cost, progress, and performance of the Work, and will monitor and comply with changes during the procurement and performance of the Project.
 - 4. CMAR has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the ~~Technical Data in such reports and drawings, and has or will obtain sufficient~~

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information for planning and conducting any additional explorations and tests that will be needed for the Project.

5. CMAR has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract and Proposal Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. CMAR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. CMAR has given Owner's Contract Management Team written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Contract Management Team is acceptable to CMAR.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

The following representation in this Paragraph 18.1.A.12 is made solely to comply with Section 2252.152, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations are enacted or amended to nullify or make voluntary such representation, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. This representation excludes CMAR and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded under its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization from eligibility to contract with the City. CMAR understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with CMAR

and exists to make a profit. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, CMAR represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's Internet website:

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

17.2 CMAR's Certifications and Verifications

- A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 17.2:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.
 5. CMAR certifies and verifies that has complied with Section 2252.908 of the Texas Government Code, which requires that for certain types of contracts, contractors such as CMAR must fill out a verified conflict of interest form ("Disclosure of Interested Parties") and file it with the City or the Texas Ethics Commission at the time the signed contract is submitted to the City. Further information and instructions are online at the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. However, CMAR is responsible for complying with Section 2252.908 for itself and any subcontractors to which that section may apply regardless of whether the instructions for compliance have been removed from the Internet or moved to a different Internet uniform resource locator ("URL") address.
 6. Pursuant to Section 2271.002, Texas Government Code, CMAR hereby certifies and verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, to the extent, if any, that this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. This certification and

verification is made solely to comply with Section 2271.002, Texas Government Code, and is made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certification and verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in the Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. CMAR understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with CMAR and exists to make a profit.

7. To the extent, if any, that 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 CMAR hereby certifies and 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 certification and verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, and is made only to the extent such section is not repealed by any Laws or Regulations that are enacted or amended to nullify or make voluntary such certification and verification, and only to the extent that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. 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. CMAR understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the CMAR and that exists to make a profit.
8. To the extent, if any, that 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, CMAR hereby certifies and verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,
 - a. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
 - b. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
9. The foregoing certifications and verifications are made solely to comply with Section 2274.002, Texas Government Code, as amended, and are made only to the extent such section is not repealed or any Laws or Regulations that are enacted or amended to nullify or make voluntary any such certifications and verifications, and only to the extent

that said section is not held by a final judgment of a court of competent jurisdiction binding upon one or both of the Parties to be preempted or superseded by Laws or Regulations. As used in the foregoing certifications and verifications, “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). CMAR understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the CMAR and that exists to make a **profit**.

ARTICLE 18—IMPOSSIBILITY AND FORCE MAJEURE

- A. A Party is excused from performing any obligation in the Contract Documents while such performance is rendered objectively impossible by earthquake or earth movement, war, insurrection, terrorist threats or acts, civil unrest, fire, pandemic, epidemic, state of emergency declared by an government officer or governmental entity with jurisdiction to make such declaration, or evacuation or shelter-in-place order issued by a government officer or entity with jurisdiction to issue such order when impossibility exceeds three business days (collectively, “Force Majeure Events” or “FMEs”) for up to 30 calendar day or such longer period as one or more valid governmental declarations of emergency or extensions thereof my provide, without accruing any otherwise applicable interest charge, fees, penalties, damages, or other prejudice.
- B. The delay authorized under this Article 18 is without prejudice to the City’s right to terminate this Agreement for convenience, and in addition to any cure period allowed for events of default under this Section 16.2 of the General Conditions.
- C. As conditions for being eligible and for claiming the protection under this Article 18 for an FME:
 - 1. The Party making that claim must serve upon the other Party at the earliest practicable time by any available means a notice of such claim that clearly states the date from which the delay started to run, detailed description of the FME, and any estimated duration of the delay, followed by written notice of the claim containing at least the same information as required for the original notice as soon as practicable if written notice of the FRE and delay claim was not already provided. Duration estimates and identifications and descriptions may be amended in writing as facts change or are newly discovered;
 - 2. Neither the Party making that claim nor any of their respective officials, officers, employees, subcontractors, or other agents, or others for whose conduct or omissions the Party making the claim was responsible caused or contributed to the cause or exacerbation of the FME; and
 - 3. The Party making that claim must have been unable with reasonable diligence to anticipate the FME in time to prevent delay of that Party’s performance.
- D. The Parties may agree in writing to extend the delay allowed by this Article 18.D.

ARTICLE 19—INSEVERABILITY

- A. The provisions of all Contract Documents are not severable except for any verification from CMAR.
- B. If and when any provision of the Contract Documents other than any verification from CMAR, is held or declared void, invalid, or unenforceable by the final and non-appealable order or judgment of any administrative or judicial authority with competent jurisdiction, this Agreement is thereupon terminated, without prejudice to the right of the Parties, either before or after such order or judgment becomes final to agree to amend, restate, or revive this Agreement with any amendments or modifications as they may agree.

ARTICLE 20—COUNTERPARTS

- A. This Agreement may be executed in counterparts, the original executed copies of which when both Parties have executed at least one of them and CMAR has verified certain certifications as required by this Agreement in at least one of them, shall together constitute the Agreement.

IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**, which is the Effective Date of the Contract.

Owner:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CMAR:

Archer Western Construction, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

August 10, 2023

(date signed)

Name:

Daniel P. Walsh

(typed or printed)

Title:

President

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Secretary

(typed or printed)

Address for giving notices:

Archer Western Construction, LLC

1411 Greenway Drive

Irving, TX 75038

Designated Representative:

Name:

Thor Benson

(typed or printed)

Title:

Program Manager

(typed or printed)

Address:

Archer Western Construction, LLC

1411 Greenway Drive

Irving, TX 75038

Phone:

972-457-8500

Email:

tbenson@walshgroup.com

License No.:

N/A

(where applicable)

State:

VERIFICATION BY CMAR

I, Daniel P. Walsh, as the authorized representative of and for the above-
(typed or printed name of CMAR Rep)

named CMAR, swear that the CMAR's verifications in Paragraph 17.2 of this Agreement are true.


(individual's signature)

EXHIBIT A—SCOPE OF CMAR SERVICES

ARTICLE 1—BASIC PRECONSTRUCTION SERVICES

- 1.1 Project Management—CMAR shall:
- A. Participate in Project Meetings
 - 1. Participate in Project kick-off meeting. Be prepared to discuss CMAR's team and organizational structure, assignments for responsibilities and Teams CMAR's plan for implementation of Preconstruction Services.
 - 2. Participate in periodic meetings with Owner, Owner's Contract Management Team, and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur **monthly**.
 - B. Provide administration of Contract Documents for CMAR Preconstruction Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.
- 1.2 Review of Preliminary Design Report — CMAR shall:
- A. As a priority first task, review Engineer's Preliminary Design Report as soon as it is available.
 - 1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.3.D below, regarding the Preliminary Design Report's content concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.
 - 2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Work collaboratively with the Owner's Project Team to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.
- 1.3 Design-Related Preconstruction Services — CMAR shall:
- A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.
 - B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.
 - C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.

- D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents, and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:
1. Ability to bid the Work:
 - a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
 - b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.
 - c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.
 2. Constructability, including sequencing or coordination issues:
 - a. Adequacy of details for construction;
 - b. Potential conflicts during construction;
 - c. Feasibility of construction;
 - d. Construction sequencing;
 - e. Ability to coordinate among Subcontractors and Suppliers; and
 - f. Coordination between Contract Documents.
 3. Operability:
 - a. Ability to minimize disruptions to existing operations;
 - b. Ability to complete construction connections to existing facilities or utilities;
 - c. Modifications to facilitate initial start-up and/or performance testing; and
 - d. Ability of Owner to operate/maintain the facility when completed.
 4. Possible use of patented, licensed, or copyrighted products, and need for any required intellectual property licenses not yet obtained.
 5. Requirements for Subcontractor and equipment and materials procurement.
 6. Completeness, consistency, and clarity of Contract Documents.
- E. Subsurface conditions and Underground Facilities
1. Review information made available by Owner.
 - a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner's Contract Management Team of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CMAR concludes would be beneficial if conducted prior to commencement of construction. See General Conditions Paragraph 5.3.E.

- b. Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.5.
 - 2. Owner's Contract Management Team will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.
 - F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Contract Management Team to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.9.
 - G. Provide review comments in writing using the processes or procedures prescribed by the Owner's Contract Management Team. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.
 - H. Report to Owner's Contract Management Team and Engineer any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.
 - I. The CMAR is not responsible for design of the Project. The CMAR does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CMAR's review of the project design and Contract Documents and providing recommendations are only advisory to the Owner's Project Team.
- 1.4 Construction Management Plan and Implementation — CMAR shall:
- A. Provide and implement a written Construction Management Plan that incorporates the following elements:
 - 1. CMAR's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;
 - 2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;
 - 3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;
 - 4. Construction contract administration;
 - 5. Cost management;
 - 6. Time management;
 - 7. Quality management;
 - 8. Risk management;
 - 9. Safety management;

10. Site management and environmental controls;
 11. Regulatory requirements and permits;
 12. Procurement Strategy Plan; and
 13. Start up and commissioning program.
- B. Work with the Owner's Project Team to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the construction management plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and submit for review and comment by the Owner's Project Team. Respond to comments and incorporate changes suggested by review comments as appropriate.
- 1.5 Construction Contract Administration — CMAR shall:
- A. Work with the Owner's Project Team to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.
- B. Communications
1. Assist the Owner's Contract Management Team with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Contract Management Team.
 2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the Owner's Project Team as appropriate.
- 1.6 Cost Management — CMAR shall:
- A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CMAR will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the Owner's Project Team.
- B. Work with OCMT to update the Budget with supporting data for review by the Owner's Project Team at the following intervals:
1. Completion of preliminary design documents by the Engineer and approval by the Owner.
 2. Completion of design development documents by the Engineer and approval by the Owner.
 3. At appropriate intervals agreed to by the Owner's Project Team and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.
- C. Assist OCMT in preparing an updated line-item Budget based on the CMAR's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for

Construction Support Costs, the CMAR Fee, and CMAR Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.

- D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CMAR's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the Owner's Project Team to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.
- E. Notify the Owner and the Owner's Contract Management Team immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the Owner's Project Team if cost projections exceed the Budget.
- F. Provide the Budget-related services set out in Paragraph 11.4 of the Agreement.

1.7 Time Management — CMAR shall:

- A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's Contract Management Team's preliminary schedule and the schedule for design into the preliminary masterschedule. Include allowances for reasonable periods required for the review and approval of items by the Owner's Project Team and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.
- B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the Owner's Project Team and CMAR. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.
- C. Make appropriate recommendations to the Owner and Owner's Contract Management Team if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.
- D. Revise the master schedule after the GMP is established.

1.8 Quality Management — CMAR shall:

- A. Prepare CMAR's Quality Control Plan (CQCP) in accordance with the General Requirements.
 - 1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CMAR's quality control effort. Provide the services of a dedicated quality

Exhibit A—Scope of CMAR Services

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control manager unless Owner's Contract Management Team determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.

2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.
3. Describe CMAR's approach to managing quality during construction. Describe how CMAR will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.
4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, Owner's Contract Management Team, CMAR, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.
5. Describe CMAR approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.
6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.9 Risk Management — CMAR shall:

- A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.
- B. Identify additional information that will help with risk assessment.
- C. Provide recommendations for appropriate allocation of construction risks.
- D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.
- E. Review legal requirements for subcontractor and equipment procurement for risk impacts.
- F. Suggest procurement strategies to minimize risk.
- G. Document all of the above items on the Risk Register per Exhibit A 1.10.

1.10 Risk Register

- A. The Parties shall develop a Risk Register with respect to the Work. The Risk Register shall identify and describe potential risk issues related to the Work (each, a Risk Register Event). All Risk Register Events shall be categorized as either an Owner Risk, a Provisional Risk, or a CMAR Risk. The CMAR shall be responsible for generating, maintaining, and updating the Risk Register, subject to Owner's review and approval, rejection, and possible suggested modifications.
- B. The Risk Register shall include dates on which the Owner gives its Approval of a particular Risk Register Event (including its associated relief), and the Risk Register Event shall be deemed as being in effect as of that date. All Work Authorizations shall include the most-current Risk Register as of the effective date of the Work Authorization, updated with all Risk Register Events reasonably expected to be applicable to the Work Package. The Risk Register shall also define mitigation strategies to be used with respect to Risk Register Events and identify any probable cost and/or time impacts to the Project.
- C. All Risk Register Events that are an Owner Risk shall describe the types and extent of relief that the CMAR shall be entitled to seek upon occurrence of the Risk Register Event. Risk Register Events that are Owner Risks may also include requirements for cost sharing, potential changes in Contract Times, payment requirements, and other terms. If a Risk Register Event occurs while performing Work, and the Risk Register Event is an Owner Risk with an adjust to Contract Times identified as a remedy, then the Owner shall issue a Work Change Directive adjusting the Contract Times, if applicable, as described in and subject to General Conditions Paragraph 11.3. If a Risk Register Event occurs while performing the Work, and the Risk Register Event is an Owner Risk with payment identified as a remedy, such payment shall be paid in accordance with Article 12—Owner's Contingency Allowance, from the Owner's Contingency Allowance. The occurrence of an Owner's Risk does not change the Guaranteed Maximum Price.
- D. All Risk Register Events that are Provisional Risks are risks that cannot be equitably assigned to one Party. All Risk Register Events that are Provisional Risks shall specify:
 - 1. the amount of any Provisional Allowances;
 - 2. whether the Provisional Allowance is a Shared Provisional Allowance;
 - 3. whether the Provisional Allowance is Capped or Uncapped;
 - 4. a description of how the Risk Register Event is triggered;
 - 5. any adjustments to Contract Times;
 - 6. payment requirements for Provisional Allowances; and
 - 7. any required mitigation efforts to be taken by the CMAR.
- E. Provisional Risk Types
 - 1. If the Risk Register Event is a Provisional Risk with a Capped Provisional Allowance, then the CMAR shall not be entitled to seek any additional costs or

changes in the Contract Times for occurrence of the Risk Register Event beyond that identified in the Risk Register.

2. If the Risk Register Event is a Provisional Risk with an Uncapped Provisional Allowance, and the Provisional Sum or other relief provided in the Risk Register is exhausted, then the CMAR shall be entitled to seek an adjustment in Contract Times or Guaranteed Maximum Price pursuant to General Condition Article 11, Changes to the Contract, of the General Conditions.
 3. For all Risk Register Events that identify a Shared Provisional Allowance, upon Final Completion, or such other date determined by the Owner in its sole discretion, any unused Shared Provisional Allowances across all Work Packages shall be allocated to the Owner, or the CMAR as described in the Risk Register, and the CMAR's share shall be included as a separate line item on the Application for Final Payment.
- F. The Risk Register may also include CMAR Risks and identify CMAR Contingency Allowances for CMAR Risks. CMAR Contingency Allowances identified in the Risk Register are not shared and are retained by the CMAR whether or not they are used. For avoidance of doubt, any risk not identified in the Risk Register shall also be considered a CMAR Risk notwithstanding it not being included in the Risk Register, except for Differing Subsurface or Physical Conditions, Underground Facilities, or Hazardous Environmental Conditions identified in Article 5, Site; Subsurface and physical conditions; Hazardous Environmental Conditions, of the General Conditions. The Contractor shall receive no additional compensation for CMAR Risks beyond any CMAR Contingency Allowances identified in the Risk Register.
- G. The Parties stipulate and agree that changes to allowed costs and payments and to contract times that are contained in the Risk Register for Risk Register Events are not penalties, and instead are good faith estimates of amounts and durations that, as of the Effective Date of this Agreement, are difficult to predict, and that they reasonably approximate the predicted amount of time and duration that would be caused if any Risk Register Event occurred. Additionally, the Parties stipulate and agree that their negotiated additions and changes to the Risk Register during performance of this Agreement will, when entered in the Risk Register, will not be penalties, and instead will be good faith estimates of amounts and durations that, as of the respective dates of changes, will be difficult to predict, and that they reasonably approximate the predicted amount of time and duration that would be caused if any additional or changed Risk Register Event occurred.

1.11 Safety Management — CMAR shall:

- A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis; and update the plan promptly on discovery of new or changed safety issues.
- B. In the Health and Safety Plan, include at least the following information, updated as provided in Paragraph 12.10.A:

Exhibit A—Scope of CMAR Services

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1. Background information identifying the CMAR, Project description, and location;
2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
3. Role of safety representative (see General Conditions, Paragraph 7.16);
4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
5. Objectives of the Health and Safety Plan;
6. Administration and enforcement of the Health and Safety Plan;
7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the Owner's Project Team;
8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
9. Procedures for first aid and medical attention;
10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;
11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the Owner's Project Team;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CMAR's safety training program and effort to create and maintain a culture of safety;
16. CMAR's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.12 Site Management and Environmental Controls

- A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:
 1. Office space for CMAR, Subcontractors and if required by Contract, the Owner's Project Team;

2. Water, sanitation, electrical, internet, and other utilities for CMAR's and Owner's Project Team operations at the Site;
 3. Storage facilities, parking, and construction equipment storage and maintenance;
 4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
 5. Site security, site safety, and emergency responses;
 6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
 7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
 8. Reference data and control points; and
 9. Cleaning during construction and containment and disposal of waste materials.
- B. Review plan with Owner's Contract Management Team and Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.13 Regulatory Requirements and Permits — CMAR shall:

- A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.
- B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.
- C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.14 Procurement Strategy Plan — CMAR shall:

- A. Provide input to Owner's Project Team regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.
- B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.
- C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Contract Management Team a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous

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experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the Owner's Project Team to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.

- D. Recommend to the Owner's Project Team a schedule for procurement of long-lead time items required to meet the project schedule. Assist the Owner's Project Team with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.
- E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.
- F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the Owner and the Owner's Contract Management Team, in consultation with the Engineer to assist with deciding on how to proceed.

ARTICLE 2—ADDITIONAL PRECONSTRUCTION SERVICES

- 2.1 Diverse Business Enterprise (DBE) Program Implementation — If funding source requires DBE compliance, CMAR shall:
 - A. Identify potential contracting opportunities for DBE Subcontractors and Suppliers to meet Project DBE participation goals.
 - B. Identify materials and equipment for which no opportunity for DBE participation exists to assist the Owner in developing realistic DBE participation goals based on available opportunities.
 - C. Determine the eligible contract costs associated with each proposed Work Package.
 - D. Determine if Owner's DBE participation goals for the Project, expressed as a percentage of eligible contract costs, is achievable when considering the specific subcontracting opportunities identified and the availability of DBE participants for each specific subcontracting opportunity. Propose the participation goals which are considered to be achievable.
 - E. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.

2.2 Value Engineering Studies — CMAR shall:

- A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.
- B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the Owner's Project Team for consideration. Incorporate responses of the Owner's Project Team in the final report.
- C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

2.3 Start Up and Commissioning Program — CMAR shall:

- A. Provide CMAR's organizational structure for startup and commissioning. Identify the individuals from CMAR, Subcontractors and Suppliers actively involved in the process. Identify testing personnel required for startup, including independent testing agencies. Work with Owner's Contract Management Team to develop a table of roles and responsibilities for CMAR team and the Owner's Project Team.
- B. Develop a written start up and commissioning program consistent with the requirements of the Contract Documents. Write the plan in a way that will allow specific details to be added or information updated as equipment and materials are purchased and delivered.
- C. Identify all systems to be included in the startup plan, each item of equipment involved with each system and the interface between each item of equipment and other operating equipment. Identify how each equipment component fits into operations of the completed facility.
- D. Identify control systems associated with operating the system or facility, and how each is used to start-up, operate, and shut down its associated system. Identify prerequisite conditions for startup and testing for each system and facility. Identify conditions which would merit termination of startup or testing procedures.
- E. Compile a list of all documents required for startup, including Contract Documents, Shop Drawings, operations and maintenance manuals, verification of warranty information, lists of spare parts and their location, and contact information for manufacturer's representatives to be included in startup readiness testing /verification and performance testing.
- F. Identify testing required for factory witness testing, startup readiness verification, equipment and performance testing, and functional and performance testing.

- G. Provide a preliminary schedule for startup and commissioning plans which can be updated as more detailed information is available. Incorporate this schedule in the master schedule and construction schedule for the Project.
- 2.4 Surveys and Drawings — CMAR shall:
- A. Provide field surveying required for the preparation of designs and drawings.
 - B. Provide Geographic Information System (GIS) mapping services or assistance with these services.
 - C. Prepare property, boundary, and right-of-way surveys; prepare easement and deed descriptions; conduct related title searches and examination of deed records.
- 2.5 Regulatory Agencies — CMAR shall **[Placeholder, pending source of funding]**:
- A. Assist Owner's Project Team in preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications other than those described in **[include reference, if needed]**.
 - B. Additional meetings with local, state, and federal agencies in excess of those described in **[include reference, if needed]**.
- 2.6 Additional Inspections and Quality Management — CMAR shall:
- A. Provide shop, mill, or laboratory inspections of materials and equipment, or field inspections of materials and equipment other than as required as Basic Services.
 - B. Unscheduled Post-Completion Inspections as required per Paragraph **[include reference, if needed]**.
- 2.7 Studies, Reports, and Investigations — CMAR shall:
- A. Provide geotechnical investigations, studies, and reports.
- 2.8 Additional Copies of Documents — CMAR shall:
- A. Furnish additional sets of printed documents created by the CMAR.

ARTICLE 3—BASIC PROCUREMENT SERVICES

- 3.1 Project Management — CMAR shall:
- A. Participate in Project Meetings
 - 1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CMAR's team and organization structure for Procurement Services, assignments of responsibilities, and CMAR's plan for implementation of Procurement Services.
 - 2. Participate in periodic meetings with the Owner's Project Team to review progress, coordinate efforts, and discuss planned activities related to

procurement. It is anticipated that these progress meetings will occur at least monthly, or as directed by Owner's Project Team at times when procurement activities for Work Packages are underway.

- B. Provide administration of Agreement for CMAR Procurement Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

3.2 Assembling Work Packages — CMAR shall:

- A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.3 Advertise for Bids — CMAR shall:

- A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations.
- B. Maintain a list of all entities that have requested bid documents for each Work Package (prospective subcontractors and subconsultants) until bids are received. Provide updates of the prospective subcontractors and subconsultants as required by the Owner's Contract Management Team.
- C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.
- D. Comply with all Laws and Regulations in soliciting, considering, and awarding subcontracts and in contracting, ordering, and paying for supplies, goods and services in connection with the Work.

3.4 Pre-Bid Conferences — CMAR shall:

- A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:
 - 1. Bid opportunities for Work Packages;
 - 2. Special requirements of the Contract Documents;
 - 3. Prevailing wage requirements;
 - 4. Equal employment opportunity and historically underutilized business opportunity requirements, if any; and
 - 5. Any other requirements imposed by funding sources, Laws, or Regulations.
- B. Obtain responses from the Owner's Contract Management Team, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Contract Management Team and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Contract Management Team in consultation with the Engineer to

incorporate responses to questions raised during or as a result of the pre-bid conference.

3.5 Addenda — CMAR shall:

- A. Receive draft Addenda prepared by the Owner's Contract Management Team in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Contract Management Team and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.
- B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all prospective subcontractors and subconsultants. Require verification from prospective subcontractors and subconsultants that Addenda have been received.

3.6 Opening Bids — CMAR shall:

- A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all prospective subcontractors and subconsultants, and in conformity with Laws and Regulations, and in conformity with Paragraph 10.C.
- B. Where allowed by state Laws and Regulations, the CMAR may be able to self-perform portions of the Work. Except as may be otherwise required or permitted by Laws and Regulations, require sealed bids for all Work Packages which the CMAR proposes to perform with its own resources. The CMAR must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CMAR will be allowed to self-perform that Work for which the CMAR's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.
- C. Review all bids submitted in the presence of the Owner and the Owner's Contract Management Team in a way that does not disclose the contents of the bid during the selection process to any entity other than the Owner's Project Team and CMAR.
- D. Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the Owner's Project Team and recommend which bid received will provide best value for the Owner.
- E. Evaluate any substitutions or alternate bids offered by bidders. Owner's Contract Management Team, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Contract Management Team and Engineer, will determine if the substitution or alternate is acceptable.
- F. Cooperate with the Owner to adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be

made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.

- G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, comply with any Owner direction the CMAR to obtain competitive bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work unless otherwise required by Laws or Regulations.
- H. Make all bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.

ARTICLE 4—ADDITIONAL PROCUREMENT SERVICES

4.1 Diverse Business Program Implementation

- A. Promote opportunities for DBE firms to participate in submitting offers for subcontracts. Provide potential Subcontractors and Suppliers with a copy of Owner's DBE policy with bid documents. Make a good faith effort to encourage DBE participation and make potential Subcontractors and Suppliers aware that participation is taken into consideration when awarding contracts.

4.2 Prequalification of Bidders — CMAR shall:

- A. Prequalify bidders for the Project using the Owner's Project Team prequalification process. If the Owner's Project Team does not have a prequalification process in place for this Project, CMAR will assist the Owner's Project Team in developing and implementing a prequalification process. Any prequalification of bidders must also be in accordance with applicable state Laws and Regulations.

4.3 Regulatory Agencies — CMAR shall:

- A. Prepare applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications other than those described in [TBD].
- B. Additional meetings with local, state, and federal agencies in addition to those described in Exhibit A, Article 1, 1.1 Project Meetings and Exhibit A, Article 3, 3.1 Project Meetings.

4.4 Additional Copies of Documents — CMAR shall:

- A. Furnish additional sets of printed documents.

ARTICLE 5—SPECIAL SERVICES

- 5.1 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.

EXHIBIT B—ESTIMATED CONTRACT PRICE

Table 1—Estimated Contract Price

Compensation for CMAR Services (See Table 2, Row 11)				1	\$	1,175,133.00
Construction Support Costs						
Fixed Construction Support Costs (see Table 3, Row 1)				2	\$	3,999,950.00
Time Sensitive Construction Support Costs (see Table 4, Row 1)				3	\$	11,672,730.00
Total Construction Support Costs				4	\$	15,672,680.00
Estimated Cost of the Work with CMAR Fee						
Estimated Cost of the Work				5	\$	168,000,000.00
CMAR Fee	6	9.00%	Of Estimated Cost of Work	7	\$	15,120,000.00
Cost of the Work with CMAR Fee				8	\$	183,120,000.00
Estimated Guaranteed Maximum Price (Total Construction Support Cost and Estimated Cost of Work with CMAR Fee [does not include CMAR Contingency Allowance at this stage])				9	\$	198,792,680.00
Total Amount of Contract Award (not including CMAR Contingency Allowance at this stage)						
				10	\$	199,967,813.00
Contract Times						
CMAR agrees it will reach Project Substantial Completion in:				11	838	days
CMAR [estimates] [agrees] it will reach Final Completion in additional days:				12	60	days
Estimated number of days in the Construction Period				13	898	days

a	b	c	d	e	f	g.1	g.2	g.3	g.4	h
Task	Description	PreCon, CMAR, PM, Supt, Procure [Classification] \$ 162.00	Asst PM [Classification] \$ 133.00	PE / FE [Classification] \$ 101.00	Safety / Quality / BIM [Classification] \$ 135.00	Estimator [Classification] \$ 138.00	Admin [Classification] \$ 62.00	Electrical Mgr [Classification] \$ 200.00	Electrical Estimator [Classification] \$ 150.00	Amount
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1.00	Preconstruction Basic Services									
1.01	Project Management	440	128	40	40	400	240	120		\$ 191,824.00
1.02	Review of Preliminary Design Report	40	8	8	2	32		8	8	\$ 15,838.00
1.03	Design Related Preconstruction Services	320	64	40		160	120	160		\$ 127,127.00
1.04	Construction Management Plan and Implementation	80	8	8	9	4	24	2		\$ 18,487.00
1.05	Construction Contract Administration	80	80	40	9	0	80	2		\$ 34,215.00
1.06	Cost Management	240	40			620	80	24	160	\$ 163,520.00
1.07	Time Management	120	40	40	3	4	80	24		\$ 39,517.00
1.08	Quality Management	80	16	16	24	2	40	8		\$ 24,300.00
1.09	Risk Management	120	16	16	9	32	16	10		\$ 31,807.00
1.10	Safety Management	80	16	16	24	2		4		\$ 21,020.00
1.11	Site Management and Environmental Controls	32	4	4	9	2		2		\$ 8,011.00
1.12	Regulatory Requirements and Permits	32	12	12		2	12	2		\$ 9,412.00
1.13	Procurement Strategy Plan	32	32			32		1	2	\$ 14,356.00
1	Total Cost for CMAR Preconstruction Basic Services									\$ 699,434.00
2.00	Preconstruction Additional Services									
2.01	Diverse Business Enterprise Program Implementation	40	20	4	4	24	8	16	8	\$ 18,292.00
2.02	Value Engineering Studies	24	9	9	0	58	3	24	8	\$ 20,184.00
2.03	Start Up and Commissioning Program	60	16	16	2		8	16	8	\$ 18,630.00
2.04	Surveys and Drawings	10	40	40			8	4		\$ 12,276.00
2.05	Regulatory Agencies	12	24	24			8	8	8	\$ 10,856.00
2.06	Additional Inspections and Quality Management	30	10	20	8		4	8	8	\$ 12,338.00
2.07	Studies, Reports, and Investigations	24	20	20		20	10	24	8	\$ 17,948.00
2.08	Additional Copies of Documents	2		2			6	2	2	\$ 1,598.00
2.09	[Other Additional Services, See Agreement Exhibit A]									\$ -
2	Total Cost for CMAR Preconstruction Additional Services									\$ 112,122.00
3	Total Cost for CMAR Preconstruction Services									\$ 811,556.00

a	b	c	d	e	f	g.1	g.2	g.3	g.4	h
Task	Description	PreCon, CMAR, PM, Supt, Procure [Classification] \$ 162.00	Asst PM [Classification] \$ 133.00	PE / FE [Classification] \$ 101.00	Safety / Quality / BIM [Classification] \$ 135.00	Estimator [Classification] \$ 138.00	Admin [Classification] \$ 62.00	Electrical Mgr [Classification] \$ 200.00	Electrical Estimator [Classification] \$ 150.00	Amount
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
3.00	Procurement Basic Services									
3.01	Project Management	340	120	120	8	400	240	40	24	\$ 165,920.00
3.02	Assembling Work Packages	220	240	120		64	120			\$ 95,952.00
3.03	Advertise for Bids	4	6	4		3	6			\$ 2,636.00
3.04	Pre-bid Conferences	104	16	16	8	9	12			\$ 23,658.00
3.05	Addenda	24	6	3		6	3			\$ 6,003.00
3.06	Opening Bids	3				9	3			\$ 1,914.00
4	Total Cost for CMAR Procurement Basic Services									\$ 296,083.00
4.00	Procurement Additional Services									
4.01	Diverse Business Enterprise Program Implementation	40	40	20		24	24	2	4	\$ 19,620.00
4.02	Prequalification of Bidders	72	60	60	40	24	24			\$ 35,904.00
4.03	Additional Work Packages	8	3	3		6	3	2		\$ 3,412.00
4.04	Regulatory Agencies	16	24				8	4	4	\$ 7,680.00
4.05	Additional Copies of Documents	1	2	2			4			\$ 878.00
4.06	[Other Additional Services, See Agreement Exhibit A]									\$ -
5	Total Cost for CMAR Procurement Additional Services									\$ 67,494.00
6	Total Cost for CMAR Procurement Services									\$ 363,577.00
7	Total Cost for CMAR Services									\$ 1,175,133.00

Table 3—Basis of Compensation for Fixed Construction Support Cost

a	b	c	d	e	f	g
CMAR Number	Contract Reference	Description	Quantity	Units	Unit Cost	Amount
1	5.1.a.10	Postage / Mailing	1	Ea	\$ 25,000.00	\$ 25,000.00
2	5.1.a.11	Bonds (<i>Cost of Work is Estimated throughout</i>)	0.01	LS	\$ 150,000,000.00	\$ 1,500,000.00
3	5.1.a.11	Warranty Bond (2-yr)	0.002	LS	\$ 65,100,000.00	\$ 130,200.00
4	5.1.a.12	Insurance (excl. Builder's Risk)	0.01	LS	\$ 150,000,000.00	\$ 1,500,000.00
5	5.1.a.13, 14	Install Site Office, Parking & Site Signage	1	LS	\$ 125,000.00	\$ 125,000.00
6	5.1.a.15	Furnish Offices	1	LS	\$ 27,000.00	\$ 27,000.00
7	5.1.a.17	Startup & Commissioning (A/V training)	1	LS	\$ 15,000.00	\$ 15,000.00
8	5.1.a.4	Safety - Monitoring Equipment	1	LS	\$ 35,000.00	\$ 35,000.00
9	5.1.a.5	Quality - Measuring Equipment	1	LS	\$ 15,000.00	\$ 15,000.00
10	5.1.a.10	Record Documents (Asbuilts, Photos)	1	LS	\$ 12,000.00	\$ 12,000.00
11	5.1.a.14	Freight loads in/out	20	Ea	\$ 3,200.00	\$ 64,000.00
12	5.1.a.13	Setup temporary power at office & internet	2	Ea	\$ 7,500.00	\$ 15,000.00
13	GC 7.12	Temp. Water / Sewer Connections	1	LS	\$ 15,000.00	\$ 15,000.00
14	5.1.a.13	Demobilization	1	LS	\$ 55,000.00	\$ 55,000.00
15	5.1.a	Final Site Wipe Down & Sweep	1	LS	\$ 25,000.00	\$ 25,000.00
16	5.1.a	Reprographics	1	LS	\$ 15,000.00	\$ 15,000.00
17	5.1.a.13	Office Signage	1	LS	\$ 5,500.00	\$ 5,500.00
18	5.1.a.16	Temp Fencing	1	LS	\$ 35,000.00	\$ 35,000.00
19	5.1.a.16	Site Staging Area (100x60), Connex Cover	1	LS	\$ 52,500.00	\$ 52,500.00
20	5.1.a.16	SWPPP - Emergency Supply Kits	1	LS	\$ 20,000.00	\$ 20,000.00
21	5.1.a.19	2-year Warranty (Addenda #1)	1	LS	\$ 50,000.00	\$ 50,000.00
22	GC 7.12	Permit Cost/Fees (Unknown, Cost of Work)	1	LS	\$ -	\$ -
23	GC 5.05	Pothole * Verf. Plan (Early Work Authoriz) *	-	LS	\$ -	\$ -
24	5.1.a.13	Temp Lighting (15ea 1000 LM LED Flood Lights)	15	Ea	\$ 1,250.00	\$ 18,750.00
25	5.1.a.16	Nuisance Water Mgmt at Office (2ea 2" Pump)	2	Ea	\$ 5,000.00	\$ 10,000.00
26	5.1.a.13	Maintain Roads	4	Ea	\$ 15,000.00	\$ 60,000.00
27	5.1.a.17	Training Owner Personnel	1	LS	\$ 5,000.00	\$ 5,000.00
28	5.1.a.12	Misc Taxes (estimated Unit Cost)	0.01	LS	\$ 17,000,000.00	\$ 170,000.00
29	Addendum 3	Startup Contract Operator - initial commissioning (Bid out as a Cost of Work)	-	LS	\$ -	\$ -

a	b	c	d	e	f	g
CMAR Number	Contract Reference	Description	Quantity	Units	Unit Cost	Amount
30						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
1	Total Fixed Construction Support Cost					\$ 3,999,950.00

Table 4—Basis of Compensation for Time Sensitive Construction Support Cost

a	b	c	d	e	f	g
CMAR Number	Contract Reference	Description	Quantity	Units	Unit Cost	Amount
1	Agrmt 5.1.a.1	CMAR - Services Manager	32.0	Mon	\$ 28,250.00	\$ 904,000.00
2	5.1.a.1	CMAR - Project Manager	32.0	Mon	\$ 28,250.00	\$ 904,000.00
3	5.1.a.1	CMAR - General Superintendent	32.0	Mon	\$ 28,250.00	\$ 904,000.00
4	5.1.a.1	CMAR - Asst. Superintendent	32.0	Mon	\$ 24,730.00	\$ 791,360.00
5	5.1.a.4	CMAR - Safety Manager, Quality Manager	56.0	Mon	\$ 24,530.00	\$ 1,373,680.00
6	5.1.a.1	CMAR - Assistant Project Manager	64.0	Mon	\$ 23,320.00	\$ 1,492,480.00
7	5.1.a.17	CMAR - Startup & Commissioning Support	8.0	Mon	\$ 24,800.00	\$ 198,400.00
8	5.1.a.1	CMAR - Project Engineer	64.0	Mon	\$ 18,800.00	\$ 1,203,200.00
9	5.1.a.1	CMAR - Site Admin	32.0	Mon	\$ 11,440.00	\$ 366,080.00
10	5.1.a.10	CMAR - Scheduler	6.0	Mon	\$ 25,760.00	\$ 154,560.00
11	5.1.a.4	Safety Training	32.0	Mon	\$ 2,000.00	\$ 64,000.00
12	5.1.a.14	CMAR - Office, Supplies, Copier	33.0	Mon	\$ 11,500.00	\$ 379,500.00
13	5.1.a.14	Engineer - Office, Supplies	33.0	Mon	\$ 3,500.00	\$ 115,500.00
14	5.1.a.10	Safety - Personal Protective Equipment	33.0	Mon	\$ 1,500.00	\$ 49,500.00
15	5.1.a.10	Maintenance of Record Documents	32.0	Mon	\$ 500.00	\$ 16,000.00
16	5.1.a	Temporary Toilets & Hand-wash Stations (8ea)	224.0	Mon	\$ 550.00	\$ 123,200.00
17	5.1.a.16	Rubbish Bins	56.0	Mon	\$ 2,200.00	\$ 123,200.00
18	5.1.a.16	Site Maintenance, Protection, Cleaning	32.0	Mon	\$ 22,000.00	\$ 704,000.00
19	5.1.a.10	Staff Travel	112.0	Mon	\$ 825.00	\$ 92,400.00
20	5.1.a.16	Site Storage	56.0	Mon	\$ 1,650.00	\$ 92,400.00
21	5.1.a	Drinking Water	56.0	Mon	\$ 825.00	\$ 46,200.00
22	5.1.a	Survey Verification	32.0	Mon	\$ 3,300.00	\$ 105,600.00
23	5.1.a	Material Handler - Forklift	32.0	Mon	\$ 9,250.00	\$ 296,000.00
24	5.1.a	BIM Modeling - Verification, Integration, Asbuilt	11.0	Mon	\$ 23,320.00	\$ 256,520.00
25	5.1.a	Orientations	32.0	Mon	\$ 550.00	\$ 17,600.00
26	5.1.a.16	Cleaning Office Trailers	58.0	Mon	\$ 725.00	\$ 42,050.00
27	5.1.a.16	Street Sweep Entry Roadway & Site Roads	56.0	Mon	\$ 900.00	\$ 50,400.00
28	5.1.a.17	Temporary Operation of Plant (By BRA) - EXCLUDE	-	Mon	\$ -	\$ -
29	5.1.a.10.e	Change Orders *extent of CO Admin unknown	6.0	Mon	\$ 28,250.00	\$ 169,500.00

EJCDC® CMAR 422, Exhibit B

(c) 2023 National Society of Professional Engineers for EJCDC.

a	b	c	d	e	f	g
CMAR Number	Contract Reference	Description	Quantity	Units	Unit Cost	Amount
30	SC 2.03.b.2.a	Doc. Exchange Software (est \$ per license/mo)	240.0	Mon	\$ 75.00	\$ 18,000.00
31	GC 7.12	Utilities	50.0	Mon	\$ 1,000.00	\$ 50,000.00
32	5.1.a.13	Software Licenses	392.0	Mon	\$ 75.00	\$ 29,400.00
33	5.1.a.13	Site Security	32.0	Mon	\$ 2,000.00	\$ 64,000.00
34	5.1.a.12	Builder's Risk Insurance (TBD at GMP)	32.0	Mon	\$ -	\$ -
35	5.1.a.16	Site Vehicles	56.0	Mon	\$ 1,500.00	\$ 84,000.00
36	5.1.a.1	Subsistence	112.0	Mon	\$ 3,300.00	\$ 369,600.00
37	5.1.a.1	Coordination with the Public, Awareness	6.0	Mon	\$ 1,500.00	\$ 9,000.00
38	5.1.a.15	Office Tools	32.0	Mon	\$ 250.00	\$ 8,000.00
39	CMAR Svc 2.4	Quarterly Drone Flights - Site Photos	8	Ea	\$ 675.00	\$ 5,400.00
40					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
1	Total Time Sensitive Construction Support Cost					\$ 11,672,730.00
2	Construction Period	838 days	* Addenda 1, Question 11: Construction Period is 838 days			
3	Construction Support Cost Extended Rate	\$ 13,929.27 per day				

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.**

Archer Western Construction, LLC
Irving, TX United States

Certificate Number:
2023-1057137

Date Filed:
08/08/2023

Date Acknowledged:
08/08/2023

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.

WW06
CMAR - 525: Hutto South WWTP Expansion to 6.0 MGD

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walsh, Daniel P.	Chicago, IL United States	X	
	Walsh IV, Matthew M.	Chicago, IL United States	X	
	Casey, David B.	Chicago, IL United States	X	
	Gerken, Timothy S.	Chicago, IL United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM REPORT

12.5.



To: City Council
Subject: Consideration and possible action relating to Resolution No. R-2023-188 of the City of Hutto, Texas, authorizing the City Manager to execute a change order with Aaron Concrete Contractors LP in the amount of \$111,771.54 related to the FM 1660 and US 79 turn lane project (CIP T-01) (Matt Rector)
Meeting: Thursday, August 17, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

On January 5, 2023 the City Council authorized the award of a contract to Aaron Concrete Contractors, LP for the amount of \$637,042.00.

This will be the first change order to the contract. The reasoning for this change order is that the storm line that is currently existing is not a reinforced concrete pipe as indicated in the survey and design drawings. It is actually a corrugated metal pipe with grout around it. This was found during construction activities. The grout around the line has completely failed. Additionally, there are concerns that leaving a corrugated metal pipe would create the potential for road failure in the future. TxDOT has requested that the current pipe be filled with flowable fill and that a reinforced concrete pipe be installed to replace it. The result is an increase in labor, additional piping, and additional construction materials for a cost of \$111,771.54 and an addition of 10 days to the project. This change order would result in a new contract price of \$746,365.57.

The purchasing policy indicates, "City Manager or Assistant City Manager may approve Construction Contract Change Orders up to \$49,999.99 in the aggregate. Construction Contract Change Orders greater than \$50,000 require City Council or designee approval."

SUMMARY OF REQUEST:

Approval of Resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

A CIP Budget Transfer is in process to provide budget for this change order.

AGENDA ITEM REPORT

12.5.



ATTACHMENTS:

1. Hutto Res Approving Change Order 8.11.23

RESOLUTION NO. R-2023-188

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING CHANGE ORDER NO. 1 FOR THE
CONSTRUCTION AGREEMENT BETWEEN THE CITY OF
HUTTO AND AARON CONCRETE CONTRACTORS L.P.;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CHANGE ORDER; PROVIDING PROPER NOTICE &
MEETING, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on January 5, 2023, the City Council approved a motion to accept the bid by Aaron Concrete Contractors, L.P. for services related to the FM 1660 North at US 79 operational improvements project in the amount of \$637,042.00; and

WHEREAS, a storm sewer replacement has resulted in pricing changes; and

WHEREAS, City staff recommend approval of Change Order No. 1, as presented in the amount of \$111,771.54 for these necessary pricing changes, for a new contract amount of \$748,813.54 with Aaron Concrete Contractors L.P.

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

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

Section 2: The Hutto City Council hereby approves the Change Order in the amount of \$111,771.54 for a new contract amount of \$748,813.54 and authorizes the City Manager to sign said Change Order on behalf of the City.

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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 17th day of August 2023 on vote of __AYES; __NAYS; __ABSTENTIONS.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

CITY OF HUTTO, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Aaron Concrete
2. Change Order Work Limits: Sta. 51+75 to Sta. 55+50
3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)
4. Reasons: 2 (3 Max. - In order of importance - Primary first)

Project:	<u>CC 1566-1-17</u>
Roadway:	<u>FM 1660 at US 79</u>
CSJ Number:	<u>1566-01-017</u>

5. Describe the work being revised:

2. Differing Site Conditions. (unforeseeable): This Change Order compensates the contractor for additional work required to upgrade and replace old drainage structures within the proposed roadway widening. The existing 36" pipe and inlet are not suitable to be utilized under the proposed turn lane due to the materials and wall thicknesses used in their initial placement. This Change Order replaces the 36" and 24" trunk line and fills the existing CMP and northern inlet with flowable fill.

6. Work to be performed in accordance with Items: See attached
7. New or revised plan sheet(s) are attached and numbered: 8, 42, 43
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. THE CONTRACTOR Date <u>8/11/23</u> By <u>[Signature]</u> Typed/Printed Name <u>Robert Tamlinson</u> Typed/Printed Title <u>Project Manager</u>	The following information must be provided Time Ext. #: <u>1</u> Days added on this CO: <u>14</u> Amount added by this change order: <u>\$111,771.54</u>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] 8/11/23
Project Manager Date

City of Hutto Engineer Date

CITY OF HUTTO, TEXAS

James Earp, City Manager Date

CITY OF HUTTO, TEXAS

CHANGE ORDER NUMBER: 1

Project # CC 1566-1-17**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]**TABLE B: Contract Items:**[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

City of Hutto

FM 1660 at 79 City of Hutto Project

Change Order No. 1 Reason for Change

This Change Order compensates the contractor for additional work required to upgrade and replace old drainage structures within the proposed roadway widening. The existing 36" pipe and inlet are not suitable to be utilized under the proposed turn lane due to the materials and wall thicknesses used in their initial placement. This Change Order replaces the 36" and 24" trunk line and fills the existing CMP and northern inlet with flowable fill.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
401-6001	FLOWABLE FILL	88	CY
464-6005	RCP 24 IN (CL III)	120	LF
464-6008	RCP 36IN (CL III)	176	LF
464-6027	RCP 36IN (CL V)	8	LF
465-6009	JUNCTION BOX (5'X5')	1	EA
999-001	CONCRETE PLUG	2	EA

This Change Order results in a net increase of \$111,771.54 to the Contract amount, for an adjusted Contract total of \$748,813.54. The original Contract amount was \$637,042.00. As a result of this and all Change Orders to-date, \$111,771.54 has been added to the Contract, resulting in a 17.55% net increase in the overall Contract cost. As a result of this Change Order, (14) days will be added to the contract.

HNTB Corporation

Loretta Schietinger, P.E.

Option 1: 24" Only

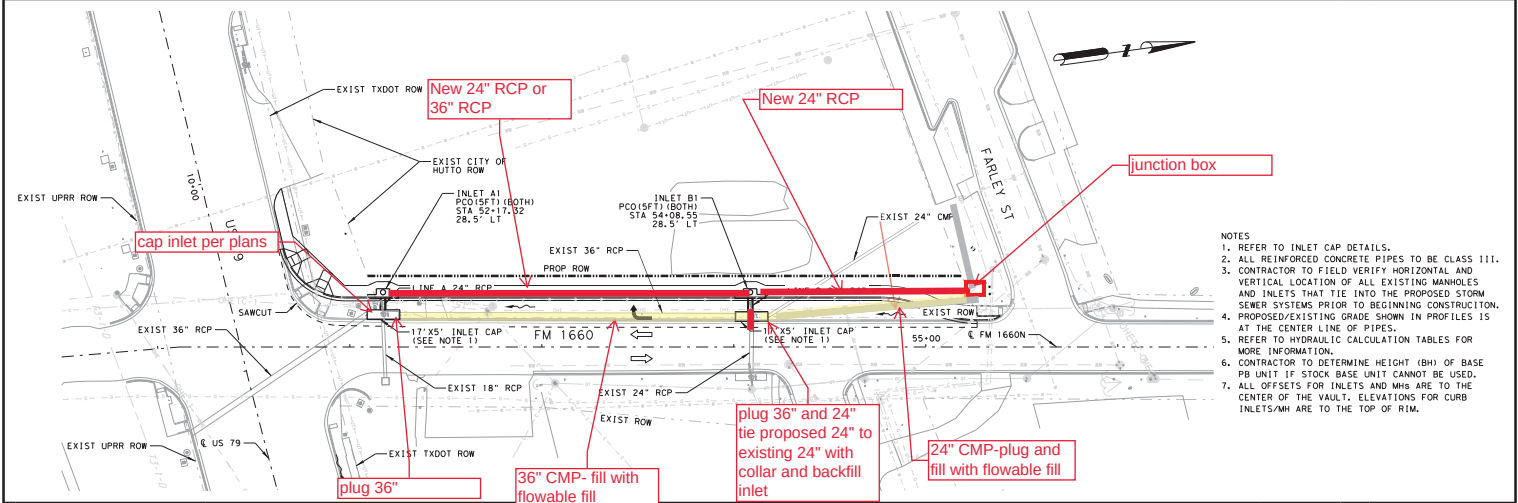
Force Account Work				\$ Amount	
24" RCP (Option 1)	LF	304	\$	380.00	\$ 115,520.00
5' x 5' Junction Box	EA	1	\$	8,728.46	\$ 8,728.46
Flowable Fill	CY	80	\$	351.13	\$ 28,090.71
36" Concrete Plug	EA	2	\$	1,574.62	\$ 3,149.24
24" Concrete Plug	EA	2	\$	1,574.62	\$ 3,149.24
Remove Inlet	EA	1	\$	3,724.59	\$ 3,724.59
Total					\$ -
					\$ 162,362.23

Option 2: Combined 24" and 36"

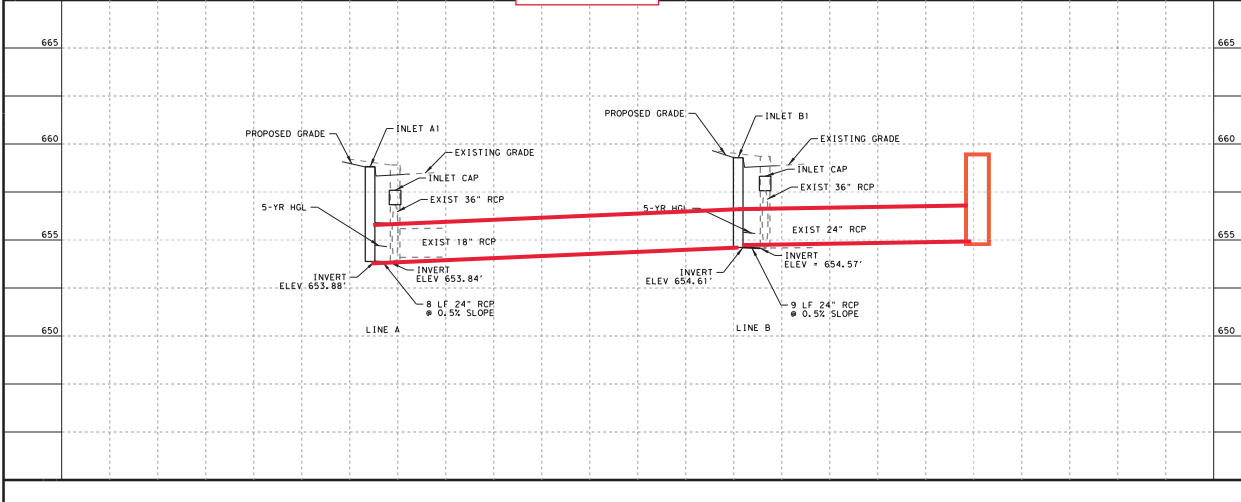
Force Account Work				\$ Amount	
24" RCP (Option 2)	LF	120	\$	380.00	\$ 45,600.00 \$26,268
36" RCP (Option 2)	LF	176	\$	218.90	\$ 38,526.40
5' x 5' Junction Box	EA	1	\$	8,728.46	\$ 8,728.46
Flowable Fill	CY	88	\$	351.13	\$ 28,090.71 \$30,899.44
36" Concrete Plug	EA	1	\$	1,574.62	\$ 3,149.24 \$1,574.62
24" Concrete Plug	EA	1	\$	1,574.62	\$ 3,149.24 \$1,574.62
Remove Inlet	EA	1	\$	3,724.59	\$ 3,724.59
36" RCP (CL V)	LF	8	\$	525	\$ 4,200.00
Total					\$ 132,720.66

Total: \$111,771.54

07/2022 10/17/2022



- NOTES
1. REFER TO INLET CAP DETAILS.
 2. ALL REINFORCED CONCRETE PIPES TO BE CLASS III.
 3. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING MANHOLES AND INLETS THAT TIE INTO THE PROPOSED STORM SEWER SYSTEMS PRIOR TO BEGINNING CONSTRUCTION.
 4. PROPOSED/EXISTING GRADE SHOWN IN PROFILES IS AT THE CENTER LINE OF PIPES.
 5. REFER TO HYDRAULIC CALCULATION TABLES FOR MORE INFORMATION.
 6. CONTRACTOR TO DETERMINE HEIGHT (BH) OF BASE PD UNIT IF STOCK BASE UNIT CANNOT BE USED.
 7. ALL OFFSETS FOR INLETS AND MHS ARE TO THE CENTER OF THE VAULT. ELEVATIONS FOR CURB INLETS/MH ARE TO THE TOP OF RIM.





10/7/2022

NO.	REVISIONS	BY	DATE



SCALE IN FEET

SCALE: 1"=50' -H

SCALE: 1"=10' -V



HUTTO



HNTB

FM 1660 NORTH
STORM DRAIN
PLAN AND PROFILE
LINES A & B

SHEET 1 OF 1

DESIGNED	STATE	DISTRICT	COUNTY	HWY NUMBER
MC	TEXAS	AUSTIN	WILLIAMSON	FM 1660N

DRAWN	CONTROL	SECTION	JOB	SHEET NUMBER
NB	1566	01	017	43

AGENDA ITEM REPORT

12.6.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2023-189 awarding a contract to Nyle Maxwell Taylor Dealership in an amount not to exceed \$90,000, from approved FY23 vehicles budget, to purchase used vehicles (Jeffrey Yarborough)
Meeting: Thursday, August 17, 2023
Department: Police Department /
Staff Contact: Jeff Yarbrough

BACKGROUND INFORMATION:

The Special Investigations Unit (SIU) conducts proactive covert operations to address criminal activity, and repress it before it becomes a bigger problem. This includes narcotics enforcement, fugitive apprehension, gangs, human trafficking, surveillance of high-risk suspects, and a plainclothes supplement to the Criminal Investigations Division for property and persons crimes. The SIU frequently partners with regional task forces to combine resources.

The unit needs three used civilian vehicles to accomplish the objectives of the team. I went to three dealerships to obtain ballpark example package estimates for the three vehicles. Due to the nature of used car sales, I was not able to get actual quotes on specific cars without payment. I contacted Covert Ford/Chevy in Hutto, Nyle Maxwell in Taylor, and Mac Haik in Georgetown. Each supplier was given -- :

- specific vehicle types/makes/models
- Under 50k miles
- Under 5 years old
- The dealership's service department must have the ability to provide specific modifications to the vehicles

I received prices for package deals from Nyle Maxwell and Mac Haik. Covert Ford never responded. Nyle Maxwell provided the best packages, along with special pricing for us. Nyle Maxwell was also the only dealership who said their service department would be able make the specific modifications needed for this police vehicle. It would cost approximately \$90,000 total to purchase the three vehicles.

The police department recommends Nyle Maxwell of Taylor, who has provided support to the Hutto SIU team in the past. The funds for this purchase already exist in our vehicles budget (10-050-001-6602).

AGENDA ITEM REPORT

12.6.



The police department would request that any discussions about the purchase of the vehicles be as confidential as the law allows as the teams effectiveness rests on confidentiality.

SUMMARY OF REQUEST:

Approve resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Budget is available under account 10-050-001-6602 Police Capital Vehicles

ATTACHMENTS:

1. Hutto Res PD Vehicle contract authorizing CM to execute 8.11.23

RESOLUTION NO. R-2023-189

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT BETWEEN NYLE MAXWELL TAYLOR
DEALERSHIP AND THE CITY OF HUTTO, TEXAS FOR
USED POLICE VEHICLES; PROVIDING PROPER NOTICE
& MEETING, AND PROVING AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to authorize the City Manager to execute a contract between Nyle Maxwell Taylor Dealership and the City of Hutto, Texas for used police vehicles.

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 authorizes the City Manager to execute a contract between Nyle Maxwell Austin Dealership and the City of Hutto, Texas for used police vehicles, Attachment “A,” 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 August 2023.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

12.7.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2023-183 authorizing the City Manager to execute a Benefits Package with Blue Cross and Blue Shield of Texas for Fiscal Year 2024 (Irene Talioaga)
Meeting: Thursday, August 17, 2023
Department: Human Resources /
Staff Contact: Irene Talioaga

BACKGROUND INFORMATION:

These benefits are offered to all Regular Full-Time employees and their eligible dependents.

Health – Rate Pass from BCBS, so all rates stay the same for next year.

H.S.A. – also stays the same at \$1,628.28 annual per participating employee, or \$814.14 per employee on October 1 and on January 1.

Dental – 2 plans, a High and a Low plan. Slight increases from last year.

The **High** plan adds less than a dollar to the City's expense and a dollar and change to the employee's side.

The **Low** plan changes the most because the current year's comparative plan is a dental HMO. The HMO is restrictive in services and providers, so we are happy to offer the Low PPO Dental plan that offers a larger network of providers and the same services as the High plan except it does not offer benefits for dentures.

Vision – Slight increase from last year with a little over a dollar for the City and two to three for employees enrolling dependents.

Basic Life –the cost is a little over a dollar per employee lower than last year.

Long Term Disability –the cost is a little over a dollar per employee lower than last year.

Short Term Disability – newly added this year. This benefit is responsible for the majority of the cost increase at \$21.01/month per employee.

We are requesting permission for the City Manager, James Earp, to engage in contract with Blue Cross Blue Shield of Texas for these benefits for FY 24.

SUMMARY OF REQUEST:

Approval of Resolution as presented

AGENDA ITEM REPORT

12.7.



STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

The year-over-year cost increase for City provided health insurance related benefits is estimated at \$40k based on current 150 employee full-time equivalents. The cost increase has been built into the FY24 Budget.

	Increase
Coverage	Difference
Basic Life, AD&D	(2,746.00)
STD	36,043.00
LTD	(2,148.00)
Vision	4,468.00
Dental	4,118.00
Health	-
	<u>39,735.00</u>

ATTACHMENTS:

1. DIRECTOR OF HR_Memo_Insurance Benefits proposal FY23_24
2. Hutto Res BCBS contract authorizing CM to execute 8.8.23



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Irene Talioaga, Director of Human Resources

SUBJECT: Insurance Benefits

A handwritten signature in blue ink, appearing to read 'Irene Talioaga', is written over the 'FROM:' line.

The City's insurance broker, HUB International, requested bids for Short Term Disability on the City's behalf seeking proposals to meet the request of Council to add this benefit for FY 24. Due to the City's small employee base, only two bids were received for Short Term Disability and a 3rd provider declined to bid. HUB International also requested renewal rates from the current carriers, Cigna and Blue Cross Blue Shield of Texas, for health, dental, vision, life and AD&D, and disability insurance coverage.

A staff committee met multiple times including once with HUB International to review the proposals and determine the best course of action for the City and the employees. Both proposals and the renewals provided similar coverage and pricing, so staff also considered several other factors in deciding which plan to choose including previous experience with both providers, customer service and the provider networks associated with each.

Staff's recommendation is to bundle the health, dental, and life coverage with Blue Cross Blue shield, and also move all ancillary plans over to BCBS too, including basic life and AD&D, voluntary life and AD&D, and both long-term and short-term disability. This will simplify billing as all coverages are with the same carrier and simplify provider selection for our employees because the various providers will all be in the same network with the same ID cards.

Health insurance is purchased by the employees and funded in part by the City, and the City manages the process year-round on behalf of the employees. Insurance coverage is available to all active Regular Full-Time employees and their eligible dependents. Part-Time and Temporary employees are not eligible to participate. The benefit year coincides with the fiscal year, beginning on October 1, 2023, and ending on September 30, 2024.

RESOLUTION NO. R-2023-183

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT BETWEEN BLUE CROSS AND BLUE SHIELD
OF TEXAS AND THE CITY OF HUTTO, TEXAS;
PROVIDING PROPER NOTICE & MEETING, AND
PROVING AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to authorize the City Manager to execute a contract between Blue Cross and Blue Shield of Texas and the City of Hutto, Texas for employee health benefits.

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 authorizes the City Manager to execute a contract between Blue Cross and Blue Shield of Texas and the City of Hutto, Texas for employee health benefits, Attachment "A," 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 August 2023.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

Benefits Package for FY 24

These benefits are offered to all Regular Full-Time employees and their eligible dependents.

Health – Rate Pass from BCBS, so all rates stay the same for next year.

H.S.A. – also stays the same at \$1,628.28 annual per participating employee, or \$814.14 per employee on October 1 and on January 1.

Dental – 2 plans, a High and a Low plan. Slight increases from last year.

The **High** plan adds less than a dollar to the City's expense and a dollar and change to the employee's side.

The **Low** plan changes the most because the current year's comparative plan is a dental HMO. The HMO is restrictive in services and providers, so we are happy to offer the Low PPO Dental plan that offers a larger network of providers and the same services as the High plan except it does not offer benefits for dentures.

Vision – Slight increase from last year with a little over a dollar for the City and two to three for employees enrolling dependents.

Basic Life –the cost is a little over a dollar per employee lower than last year.

Long Term Disability –the cost is a little over a dollar per employee lower than last year.

Short Term Disability – newly added this year. This benefit is responsible for the majority of the cost increase at \$21.01/month per employee.

We are requesting permission for the City Manager, James Earp, to engage in contract with Blue Cross Blue Shield of Texas for these benefits for FY 24.

Monthly Rates

Benefit	Current	FY 24	Current Rate/Mo	FY 24 Rate/Mo	Change	Change
Med- HSA						
EE Only	BCBS	BCBS	\$415.24	\$415.24	\$0.00	0%
EE + SP	BCBS	BCBS	\$870.53	\$870.53	\$0.00	0%
EE + CH	BCBS	BCBS	\$813.69	\$813.69	\$0.00	0%
EE + FAM	BCBS	BCBS	\$1,268.99	\$1,268.99	\$0.00	0%
Med- HMO						
			Current Rate/Mo	FY 24 Rate/Mo	Change	Change
EE Only	BCBS	BCBS	\$550.93	\$550.93	\$0.00	0%
EE + SP	BCBS	BCBS	\$732.15	\$732.15	\$0.00	0%
EE + CH	BCBS	BCBS	\$709.53	\$709.53	\$0.00	0%
EE + FAM	BCBS	BCBS	\$890.75	\$890.75	\$0.00	0%
Med- EPO						
			Current Rate/Mo	FY 24 Rate/Mo	Change	Change
EE Only	BCBS	BCBS	\$550.93	\$550.93	\$0.00	0%
EE + SP	BCBS	BCBS	\$732.15	\$732.15	\$0.00	0%
EE + CH	BCBS	BCBS	\$709.15	\$709.15	\$0.00	0%
EE + FAM	BCBS	BCBS	\$890.75	\$890.75	\$0.00	0%
Dental- Low						
			Current Rate/Mo	FY 24 Rate/Mo	Change	Change
EE Only	Cigna	BCBS	\$10.94	\$19.15	\$8.21	75%
EE + SP	Cigna	BCBS	\$19.48	\$38.29	\$18.81	96%
EE + CH	Cigna	BCBS	\$24.26	\$48.14	\$23.88	98%
EE + FAM	Cigna	BCBS	\$35.69	\$73.74	\$38.05	106%
Dental- High						
			Current Rate/Mo	FY 24 Rate/Mo	Change	Change
EE Only	Cigna	BCBS	\$30.38	\$31.19	\$0.81	3%
EE + SP	Cigna	BCBS	\$63.39	\$62.39	-\$1.00	-1%
EE + CH	Cigna	BCBS	\$77.31	\$79.01	\$1.70	2%
EE + FAM	Cigna	BCBS	\$119.03	\$120.84	\$1.81	1%
Vision						
			Current Rate/Mo	FY 24 Rate/Mo	Change	Change
EE Only	Cigna	BCBS	\$6.80	\$8.53	\$1.73	25%
EE + SP	Cigna	BCBS	\$13.60	\$16.20	\$2.60	19%
EE + CH	Cigna	BCBS	\$13.74	\$17.04	\$3.30	24%
EE + FAM	Cigna	BCBS	\$21.92	\$25.06	\$3.14	14%
Life & Disability - fully paid by Employer			Current Rate/Mo	FY 24 Rate/Mo	Change	Change
	Cigna	BCBS	\$5.75	\$4.40	-\$1.35	-23%
LTD	Cigna	BCBS	\$12.52	\$11.27	-\$1.25	-10%
STD	Cigna	BCBS	\$0 (EE Paid)	\$21.01	\$21.01	N/A

AGENDA ITEM REPORT

12.8.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-053 repealing curfews due to new state legislation (Chief Jeffrey Yarbrough)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 17, 2023
Department: Police Department /
Staff Contact:

BACKGROUND INFORMATION:

The City of Hutto established ordinance O-13-09-05-11A1 in 2013. The ordinance generally restricted persons under 17 to be unescorted by an adult during certain dates and times.

[House Bill 1819](#) takes effect on Sept. 1, 2023. It forbids Texas cities and counties from enforcing a curfew to regulate the movements or actions of persons younger than 18 years of age, although emergency management curfews can still be imposed under a different section of state law.

Due to the law change, The Hutto Police Department recommends repealing this ordinance. Many cities, including Hutto, have already discontinued the enforcement of this type of ordinance.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impacts

ATTACHMENTS:

1. Hutto-Ord Repeal of Curfew 08.02.23

ORDINANCE NO. O-2023-053

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, REPEALING ARTICLE 14.02, MINORS, DIVISION 2 CURFEW, SECTIONS 14.02.031 TO 14.02.035 OF THE CODE OF ORDINANCES TO ESTABLISH A CURFEW FOR MINORS; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City Council adopted Ordinance O-08-04-7E on August 4, 2016, codified in Article 14.02, Minors, Division 2 Curfew of the Code of Ordinances; and

WHEREAS, effective September 1, 2023, Texas Local Government Code Section 370.007 will prohibit a political subdivision from adopting or enforcing an ordinance that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council finds that repeal of Ordinance O-08-04-7E and the respective section of the Code of Ordinances is necessary to comply with the new state legislation; 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 were present and voting; and

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

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

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

Section 2. Enactment: The City Council of Hutto hereby repeals Ordinance O-08-04-7E, and its codification in the Code of Ordinances, establishing a curfew for minors.

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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the ____ day of ____ 2023 on vote of __AYES; __NAYS; __ABSTENTIONS.

By motion duly made, seconded, and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate dates was dispensed with.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
Dorothy Palumbo, City Attorney

AGENDA ITEM REPORT

12.9.



To: City Council

Subject: Consideration and possible action on Ordinance No. O-2023-056 approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2023 Rate Review Mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the Company to reimburse ACSC's reasonable rate making expenses (First Reading) (Legal)

Meeting: Thursday, August 17, 2023

Department: Legal /

Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new rates is October 1, 2023. ACSC members

AGENDA ITEM REPORT

12.9.



should take action approving the Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures. Attached is the average bill.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM.

Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

Average Bill Compared to RRM Cities

RRM Cities: \$42.62 -

DARR: \$42.55 (\$0.07)

ATM Cities: \$44.39 \$1.77

Environs: \$44.27 \$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

AGENDA ITEM REPORT

12.9.



1. This section approves all findings in the Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Ordinance approving new rate tariffs.
7. This section repeals any ordinance that is inconsistent with the Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

SUMMARY OF REQUEST:

Approve Ordinance as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

AGENDA ITEM REPORT

12.9.



The increased rates will be passed through to the residents of Hutto who have Atmos gas accounts. Atmos pays a franchise fee to the city. The increased rates will result in an increase to the franchise fee. The franchise fee increase will be minimal and not calculative at this time. It is based on the total gas usage and billing of customers in the Hutto service area.

ATTACHMENTS:

1. 20230808 Hutto Ord for Atmos Mid-Tex 2023 RRM (1)

ORDINANCE NO. O-2023-056

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Hutto, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2023 Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (**Attachment 1**) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (**Attachment 2**); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2023 RRM filing, is in the public interest, and is consistent with the City’s authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as **Attachment 1**, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142

million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on **Attachment 2**, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2023 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

READ and APPROVED on the first reading this the 17th day of August 2023.

READ, PASSED, and ADOPTED on the second reading of this ____ day of September 2023 at a regular meeting of the City Council of Hutto, there being a quorum present.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

AGENDA ITEM REPORT

12.10.



To: City Council
Subject: Consideration and possible action accepting the July Financial Statements (Anne LaMere)
Meeting: Thursday, August 17, 2023
Department: Finance /
Staff Contact: Anne LaMere

BACKGROUND INFORMATION:

The financials are routine except for the \$5M payment for the Butler Loan. Some items to summarize the financial performance --

- 1) General Fund Revenues are at 91% and Expenses at 101% of budget. Expenses would be at 63% of budget without the Council approved \$5M payment for the Butler Loan and \$6M loan to the EDC for the Cottonwood properties.
- 2) Continued growth in Sales Tax revenues. June was budgeted at \$731k, estimated at \$864k and actual received are \$887k.
- 3) General fund balance estimate for year end is \$3.4M
- 4) A confession -- FY23 budget contains a \$200k transfer from Hotel Occupancy Tax (HOT) Fund for Kokefest. Due to recent events, the transfer has not been made. Calculating costs related to other events (Hutto Holidays, July 4th) and will ask Council to approve transfer in an amount for those events. \$186k was front paid to the sponsor, however, since the event was canceled, do not believe that the definition of use of HOT funds is met for a transfer related to canceled Kokefest.
- 5) Revenues were collected in an amount greater than debt needs. Debt payments were made in August. An entry was made to the tax calculation to reduce future tax debt collections for this error. In looking back, I can only assume my predecessor incorrectly assumed that debt would be issued in FY23 for which payments would be due in FY23 and included those estimated payments in last year's debt Interest & Sinking tax rate calculation.
- 6) Utility Fund Revenues are at 91% and Expenses at 75% of budget.
- 7) Cottonwood Development Corporation carries a \$3.1M negative cash balance. Legal fees for June were \$8k and \$42k for July.
- 8) There is nothing that causes me concern at this point

AGENDA ITEM REPORT

12.10.



SUMMARY OF REQUEST:

Accept financials as presented

STAFF REVIEW:

Staff recommends acceptance

FISCAL NOTES:

No fiscal impact from accepting financials

ATTACHMENTS:

1. July Financial Report



MONTHLY FINANCIAL REPORT

FOR THE MONTH ENDED JULY 31, 2023

Finance Department

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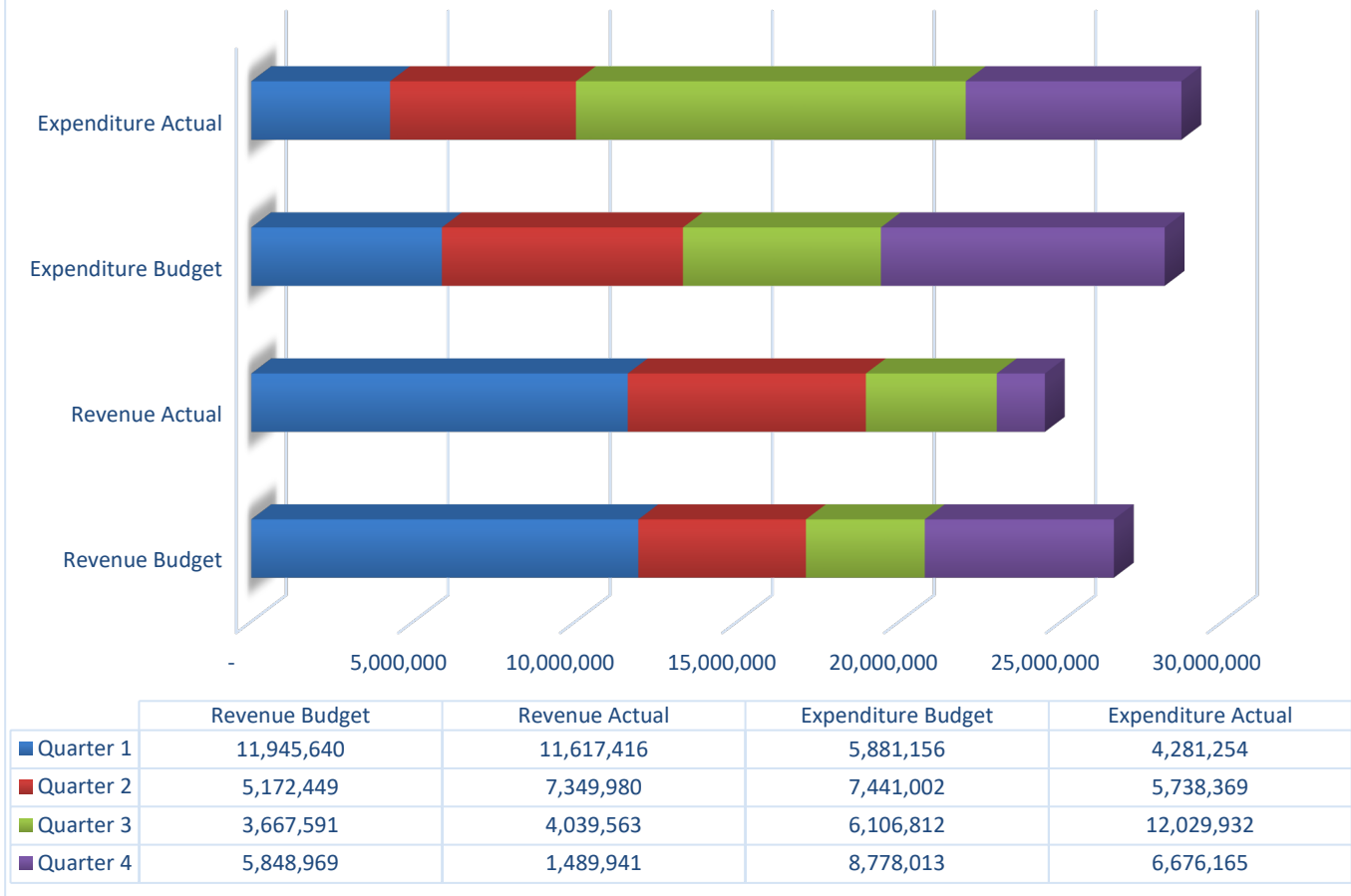
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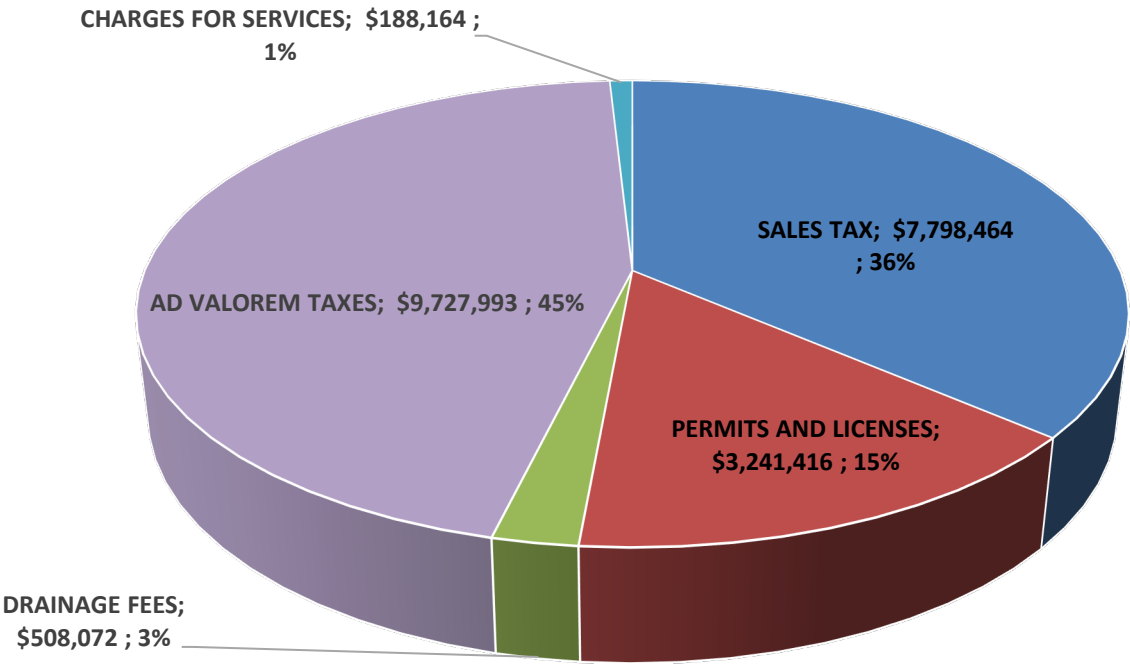
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FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2023

General Fund

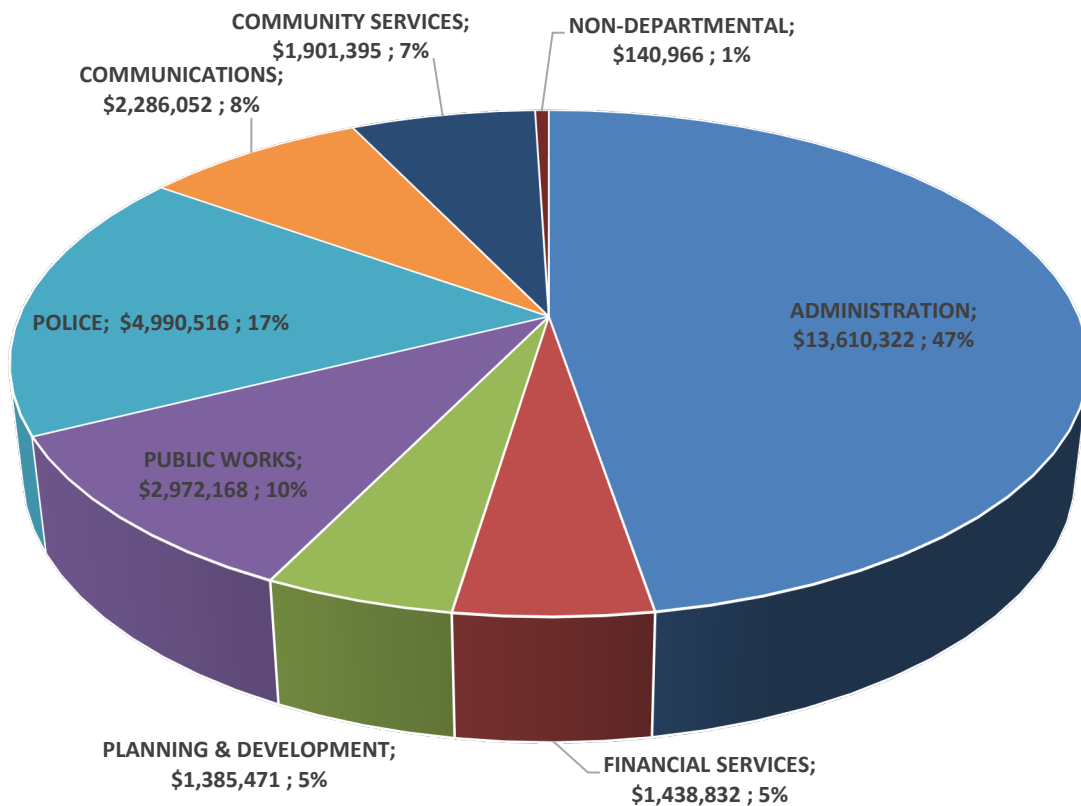


GENERAL FUND REVENUE

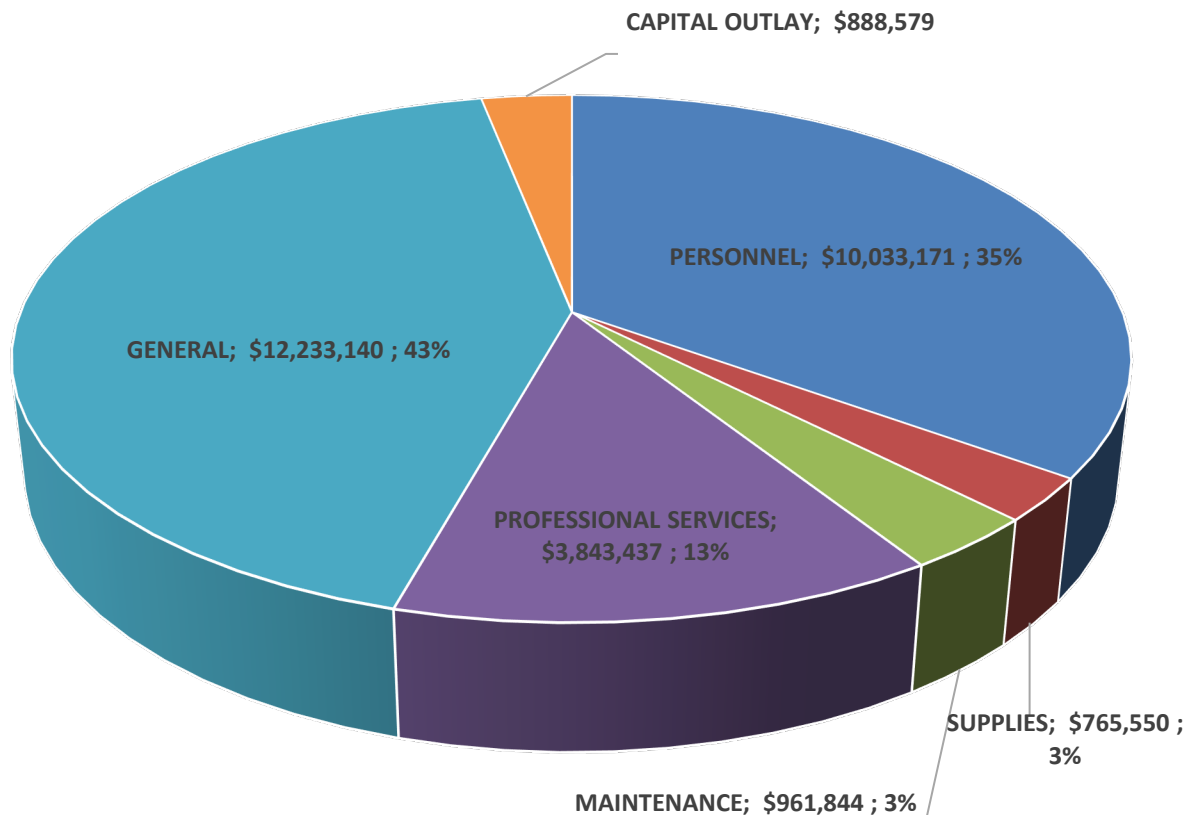


FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2023

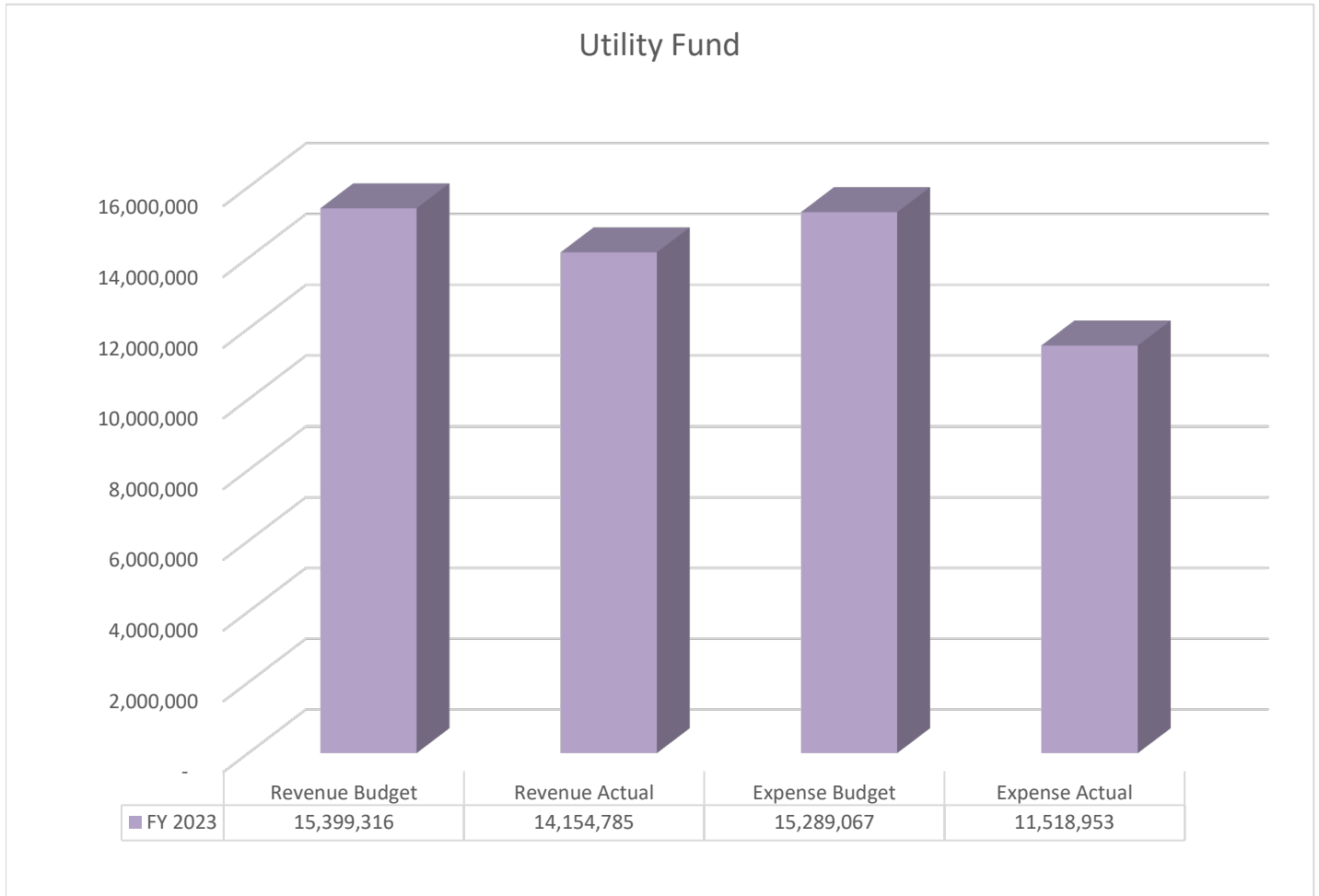
GENERAL FUND EXPENDITURES BY DEPARTMENT (YTD)



GENERAL FUND EXPENDITURES BY TYPE



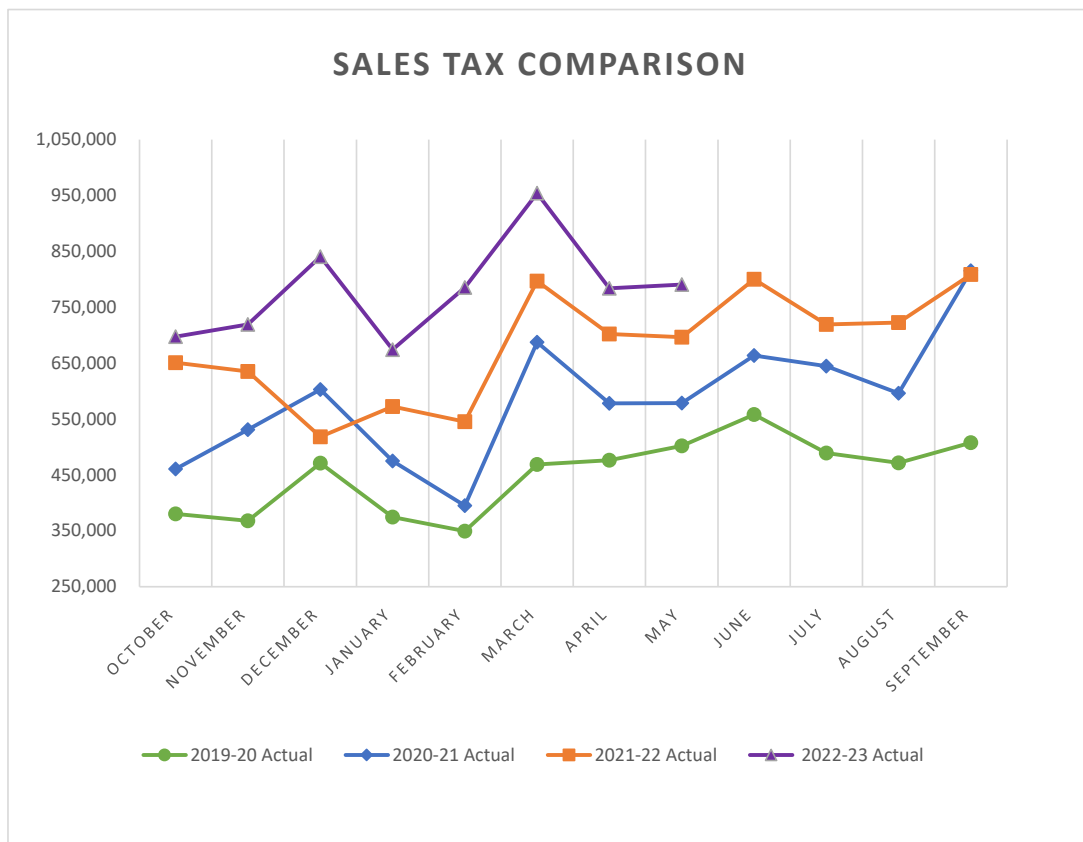
FINANCIAL DASHBOARD FOR THE MONTH ENDING JULY 31, 2023



- Utility revenues were at 86.96% of budget
- Expenses were at 75.34% of budget

CITY ONLY Monthly Sales Tax Revenue

Received Month	FY Accrual Month	2019-20	2020-21	2021-22	2022-23	
		Actual	Actual	Actual	Budget	Actual / (a) Estimate
December	October	380,217	460,839	650,779	508,138	697,257
January	November	368,031	531,091	635,102	585,600	719,481
February	December	471,312	602,713	518,338	664,573	840,503
March	January	374,496	475,083	572,428	523,844	674,351
April	February	349,480	395,000	545,417	435,541	785,628
May	March	468,816	687,438	796,610	757,994	954,059
June	April	476,524	578,119	702,235	637,455	784,133
July	May	501,930	578,444	696,432	637,814	790,446
August	June	558,000	663,684	800,353	731,802	864,381 (a)
September	July	489,116	644,647	719,296	710,811	776,839 (a)
October	August	471,586	596,256	722,693	657,454	
November	September	507,797	815,296	808,638	898,975	
% Y-T-D Change		48.3%	29.7%	16.2%	7,750,000	7,887,079
Less Sales Tax Rebates from 380 Agreements					(175,000)	(122,224)
Total Budgeted Sales Tax on General Fund Financials					7,575,000	7,764,855



(a) June and July were booked as estimates. June's actuals will be trued up in August (887,548), and July's actuals will be trued up in September (tbd)

CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED JULY 31, 2023

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
AD VALOREM TAXES	\$ 10,911,184	\$ 9,379	\$ 9,727,993	\$ (1,183,191)	89.16%
SALES TAX	7,575,000	815,139	7,764,854	189,854	102.51%
CITY LIQUOR SALES TAX	40,000	4,492	33,609	(6,391)	84.02%
FRANCHISE FEES	1,127,355	327	904,167	(223,188)	80.20%
PERMITS AND LICENSES	3,715,200	484,643	3,241,416	(473,784)	87.25%
CHARGES FOR SERVICES	382,650	4,837	188,164	(194,486)	49.17%
FINES	305,500	36,661	290,763	(14,737)	95.18%
DRAINAGE FEES	550,000	52,474	508,072	(41,928)	92.38%
GRANT REVENUE	-	-	33,289	33,289	100.00%
OTHER REVENUES	100,000	1,836	93,882	(6,118)	93.88%
INTEREST	1,513,760	50,605	1,478,227	(35,533)	97.65%
SUB - TOTAL	\$ 26,220,649	\$ 1,460,394	\$ 24,264,436	\$ (1,956,213)	92.54%
TRANSFER FROM OTHER FUNDS (a)	417,000	29,097	232,014	(184,986)	55.64%
TOTAL REVENUES	\$ 26,637,649	\$ 1,489,491	\$ 24,496,450	\$ (2,141,199)	91.96%

<u>GENERAL FUND SUMMARY</u>	<u>Budget</u>	<u>Projected 9/30</u>
Actual Beginning Fund Balance 10/1/2022	16,446,440	16,446,440
2023 Revenue	26,637,649	27,758,017
2023 Operating Expenditures	24,138,795	24,885,967
2023 One-Time Capital Expenditures	3,969,378	
Ending Fund Balance	14,975,916	19,318,491
Budgeted Reserves at 20% Net Operating Expense	4,827,759	4,827,759
Unreserved Fund Balance	10,148,157	14,490,732
Less Butler Loan Payoff by City		(5,056,685)
Less \$6,000,000 transfer to EDC approved 2/2/2023	(6,000,000)	(6,000,000)
Remaining Unreserved Fund Balance	4,148,157	3,434,047

(a) \$200,000 transfer from Hotel Occupancy Tax fund was budgeted for Kokefest. Staff is researching if a transfer is eligible if payments were made but no event has occurred.

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 925,651	\$ 72,991	\$ 711,042	\$ 214,609	76.82%
SUPPLIES	25,086	1,246	29,438	(4,352)	117.35%
PROFESSIONAL SERVICES	51,900	30,560	45,919	5,981	88.48%
GENERAL	82,750	4,336	27,587	55,163	33.34%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 1,085,387	\$ 109,133	\$ 813,986	\$ 271,401	75.00%
CITY COUNCIL					
PERSONNEL	\$ 75,074	\$ 4,942	\$ 51,173	\$ 23,902	68.16%
SUPPLIES	7,750	1,586	6,999	751	90.31%
PROFESSIONAL SERVICES	5,000	50	866	4,134	17.31%
GENERAL	437,299	13,817	375,593	61,706	85.89%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 525,123	\$ 20,395	\$ 434,630	\$ 90,493	82.77%
LEGAL					
PROFESSIONAL SERVICES	\$ 375,000	\$ 8,001	\$ 459,499	(84,499)	122.53%
TOTAL LEGAL	\$ 375,000	\$ 8,001	\$ 459,499	\$ (84,499)	122.53%
HUMAN RESOURCES					
PERSONNEL	\$ 456,016	\$ 35,733	\$ 378,696	\$ 77,320	83.04%
SUPPLIES	14,800	1,329	12,634	2,166	85.36%
MAINTENANCE	20,000	-	-	20,000	0.00%
PROFESSIONAL SERVICES	216,869	7,806	152,469	64,399	70.30%
GENERAL	20,909	963	15,846	5,063	75.79%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 728,593	\$ 45,831	\$ 559,645	\$ 168,948	76.81%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 336,217	\$ 23,448	\$ 249,205	\$ 87,012	74.12%
SUPPLIES	23,000	151	13,275	9,725	57.72%
MAINTENANCE	7,000	6,657	6,657	343	95.10%
PROFESSIONAL SERVICES	33,000	-	3,539	29,461	10.73%
GENERAL (a)	10,100	5,057,435	11,069,886	(11,059,786)	n/a
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 409,317	\$ 5,087,691	\$ 11,342,561	\$ (10,933,245)	2771.10%
FINANCE					
PERSONNEL	\$ 935,547	\$ 71,177	\$ 713,870	\$ 221,677	76.31%
SUPPLIES	13,250	110	2,512	10,738	18.96%
MAINTENANCE	31,900	-	38,149	(6,249)	119.59%
PROFESSIONAL SERVICES	265,786	-	144,953	120,833	54.54%
GENERAL	446,694	22,439	233,532	213,162	52.28%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,693,177	93,727	1,133,017	560,161	66.92%
MUNICIPAL COURT					
PERSONNEL	\$ 371,590	\$ 30,475	\$ 284,524	\$ 87,067	76.57%
SUPPLIES	6,550	-	2,326	4,224	35.51%
MAINTENANCE	27,500	262	2,315	25,185	8.42%
PROFESSIONAL SERVICES	1,750	-	-	1,750	0.00%
GENERAL	27,150	1,861	16,650	10,500	61.33%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 434,540	\$ 32,598	\$ 305,815	\$ 128,726	70.38%

(a) \$6,000,000 transfer from City to EDC and \$5,056,685 Butler loan payoff charged to Economic Development

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,065,716	\$ 77,697	\$ 758,085	\$ 307,631	71.13%
SUPPLIES	24,294	1,191	10,349	13,945	42.60%
MAINTENANCE	37,500	1,188	11,895	25,605	31.72%
PROFESSIONAL SERVICES	1,047,000	44,600	589,843	457,157	56.34%
GENERAL	45,806	19	15,298	30,508	33.40%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 2,220,316	\$ 124,695	\$ 1,385,471	\$ 834,846	62.40%
ENGINEERING					
PERSONNEL	\$ 227,254	\$ 39,449	\$ 180,067	47,187	79.24%
MAINTENANCE	19,500	-	7,346	12,154	37.67%
PROFESSIONAL SERVICES	1,122,746	-	706,673	416,073	62.94%
GENERAL	-	-	1,237	(1,237)	100.00%
TOTAL ENGINEERING	\$ 1,369,500	\$ 39,449	\$ 895,322	\$ 474,178	65.38%
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 350,829	\$ 24,926	\$ 226,676	\$ 124,152	64.61%
SUPPLIES	20,500	1,821	13,866	6,634	67.64%
MAINTENANCE	2,000	-	1,964	36	98.21%
PROFESSIONAL SERVICES	23,247	-	29,686	(6,439)	127.70%
GENERAL	6,500	1,180	3,575	2,925	55.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 403,076	\$ 27,927	\$ 275,768	\$ 127,308	68.42%
STREETS & DRAINAGE					
PERSONNEL	\$ 679,495	\$ 42,844	\$ 457,004	\$ 222,491	67.26%
SUPPLIES	76,900	1,223	61,790	15,110	80.35%
MAINTENANCE	226,000	29,216	99,581	126,419	44.06%
PROFESSIONAL SERVICES	322,761	901	349,183	(26,422)	108.19%
GENERAL	225,000	23,025	172,018	52,982	76.45%
CAPITAL OUTLAY	3,272,878	5,125	661,503	2,611,375	20.21%
TOTAL STREETS & DRAINAGE	\$ 4,803,034	\$ 102,335	\$ 1,801,078	\$ 3,001,955	37.50%
POLICE					
PERSONNEL	\$ 5,734,270	\$ 435,283	\$ 4,221,473	\$ 1,512,797	73.62%
SUPPLIES	635,900	24,626	298,156	337,744	46.89%
MAINTENANCE	89,700	3,303	74,636	15,064	83.21%
PROFESSIONAL SERVICES/FEES	559,500	11,734	232,762	326,738	41.60%
GENERAL	127,600	8,015	99,829	27,771	78.24%
CAPITAL OUTLAY	363,500	56,280	63,660	299,840	17.51%
TOTAL POLICE	\$ 7,510,470	\$ 539,242	\$ 4,990,516	\$ 2,519,954	66.45%
CITY SECRETARY					
PERSONNEL	\$ 219,863	\$ 18,092	\$ 166,420	\$ 53,442	75.69%
SUPPLIES	1,450	84	1,194	256	82.33%
MAINTENANCE	67,000	-	55,186	11,814	82.37%
PROFESSIONAL SERVICES	105,000	34,851	81,988	23,012	78.08%
GENERAL	12,200	515	3,874	8,326	31.75%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 405,513	\$ 53,542	\$ 308,663	\$ 96,850	76.12%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
COMMUNICATIONS					
PERSONNEL	\$ 359,646	\$ 36,736	\$ 277,318	\$ 82,328	77.11%
SUPPLIES	6,200	1,709	4,639	1,561	74.82%
MAINTENANCE	23,000	-	20,644	2,356	89.76%
PROFESSIONAL SERVICES	137,646	6,201	110,606	27,040	80.36%
GENERAL	7,800	2,130	8,531	(731)	109.38%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 534,292	\$ 46,777	\$ 421,738	\$ 112,554	78.93%
LIBRARY					
PERSONNEL	\$ 254,249	\$ 19,181	\$ 191,927	\$ 62,322	75.49%
SUPPLIES	46,500	9,866	35,175	11,325	75.65%
MAINTENANCE	2,400	-	2,570	(170)	107.08%
PROFESSIONAL SERVICES	-	-	-	-	0.00%
GENERAL	6,500	87	2,150	4,350	33.08%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 309,649	\$ 29,134	\$ 231,823	\$ 77,826	74.87%
COMMUNITY RELATIONS					
PERSONNEL	\$ 190,612	\$ 14,954	\$ 155,327	\$ 35,285	81.49%
SUPPLIES	237,100	10,614	110,109	126,991	46.44%
PROFESSIONAL SERVICES	480,000	2,050	247,356	232,644	51.53%
GENERAL	13,300	410	12,551	749	94.37%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 921,012	\$ 28,027	\$ 525,343	\$ 395,668	57.04%
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 284,683	\$ 23,248	\$ 216,652	\$ 68,031	76.10%
SUPPLIES	64,600	-	53,882	10,718	83.41%
MAINTENANCE	210,000	56	207,006	2,994	98.57%
PROFESSIONAL SERVICES	500,000	30,638	303,663	196,337	60.73%
GENERAL	50,600	-	17,282	33,318	34.15%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL INFORMATION TECHNOLOGY	\$ 1,109,883	\$ 53,943	\$ 798,485	\$ 311,398	71.94%
PARKS & RECREATION					
PERSONNEL	\$ 782,164	\$ 83,196	\$ 560,898	\$ 221,267	71.71%
SUPPLIES	142,350	12,111	74,690	67,660	52.47%
MAINTENANCE	125,000	18,111	94,055	30,945	75.24%
PROFESSIONAL SERVICES	305,750	3,635	244,023	61,727	79.81%
GENERAL	48,900	7,464	32,083	16,817	65.61%
CAPITAL OUTLAY	288,000	30,391	163,416	124,584	56.74%
TOTAL PARKS & RECREATION	\$ 1,692,164	\$ 154,907	\$ 1,169,164	\$ 523,000	69.09%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
FLEET MAINTENANCE					
PERSONNEL	\$ 94,618	\$ 8,169	\$ 74,661	\$ 19,956	78.91%
SUPPLIES	32,950	148	2,326	30,624	7.06%
MAINTENANCE	138,000	17,460	88,294	49,706	63.98%
PROFESSIONAL SERVICES	12,000	98	5,119	6,881	42.66%
GENERAL	250	-	-	250	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FLEET MAINTENANCE	<u>\$ 277,818</u>	<u>\$ 25,875</u>	<u>\$ 170,401</u>	<u>\$ 107,417</u>	<u>61.34%</u>
FACILITY MAINTENANCE					
PERSONNEL	\$ 213,348	\$ 15,030	\$ 158,153	\$ 55,195	74.13%
SUPPLIES	41,450	473	19,058	22,392	45.98%
MAINTENANCE	560,000	8,361	251,545	308,455	44.92%
PROFESSIONAL SERVICES	138,500	6,700	132,608	5,892	95.75%
GENERAL	4,000	-	467	3,533	11.68%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FACILITY MAINTENANCE	<u>\$ 957,298</u>	<u>\$ 30,564</u>	<u>\$ 561,830</u>	<u>\$ 395,468</u>	<u>58.69%</u>
NON-DEPARTMENTAL					
SUPPLIES	\$ 12,500	\$ 1,522	\$ 13,132	\$ (632)	105.06%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	-	-	2,681	(2,681)	0.00%
GENERAL	432,220	20,851	125,152	307,068	28.96%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 444,720</u>	<u>\$ 22,374</u>	<u>\$ 140,966</u>	<u>\$ 303,754</u>	<u>31.70%</u>
TOTAL EXPENDITURES (b)	<u>\$ 28,209,883</u>	<u>\$ 6,676,165</u>	<u>\$ 28,725,721</u>	<u>\$ (515,838)</u>	<u>101.83%</u>

Excluding the Butler Loan payoff and EDC loan, expenditures are at 63.63% of budget

CITY OF HUTTO
OTHER FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED JULY 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
DEBT SERVICE					
REVENUES	\$ 5,775,194	\$ 12,743	\$ 6,100,345	\$ 325,151	105.63%
EXPENDITURES	<u>5,762,932</u>	<u>\$ -</u>	<u>\$ 1,862,584</u>	<u>3,900,348</u>	32.32%
NET CHANGE	<u>\$ 12,262</u>	<u>\$ 12,743</u>	<u>\$ 4,237,761</u>	<u>\$ 4,225,499</u>	
COURT FUNDS					
REVENUES	\$ 16,850	\$ 2,968	\$ 23,783	\$ 6,933	141.15%
EXPENDITURES	<u>9,450</u>	<u>345</u>	<u>5,716</u>	<u>3,734</u>	60.49%
NET CHANGE	<u>\$ 7,400</u>	<u>\$ 2,623</u>	<u>\$ 18,067</u>	<u>\$ 10,667</u>	
HOTEL TAX FUND					
REVENUES	\$ 200,000	\$ 58,082	\$ 239,427	\$ 39,427	119.71%
EXPENDITURES (a)	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>200,000</u>	0.00%
NET CHANGE	<u>\$ -</u>	<u>\$ 58,082</u>	<u>\$ 239,427</u>	<u>\$ 239,427</u>	
HUTTO POLICE SEIZURE FUND					
REVENUES	\$ 5,849	\$ -	\$ -	\$ (5,849)	0.00%
EXPENDITURES	<u>40,000</u>	<u>-</u>	<u>\$ 6,600</u>	<u>33,400</u>	16.50%
NET CHANGE	<u>\$ (34,151)</u>	<u>\$ -</u>	<u>\$ (6,600)</u>	<u>\$ 27,551</u>	
POLICE LEASE FUNDS					
REVENUES	\$ -	\$ -	\$ 2,692	\$ 2,692	0.00%
EXPENDITURES	<u>13,420</u>	<u>-</u>	<u>\$ -</u>	<u>13,420</u>	0.00%
NET CHANGE	<u>\$ (13,420)</u>	<u>\$ -</u>	<u>\$ 2,692</u>	<u>\$ 16,112</u>	
PARKS IMPROVEMENTS & ACQUISITION FUND (FORMERLY PARK IMPROVEMENT FUND)					
REVENUES	\$ 267,100	\$ 34,393	\$ 652,249	\$ 385,149	244.20%
EXPENDITURES	<u>292,000</u>	<u>-</u>	<u>\$ 187,904</u>	<u>104,096</u>	64.35%
NET CHANGE	<u>\$ (24,900)</u>	<u>\$ 34,393</u>	<u>\$ 464,346</u>	<u>\$ 489,246</u>	
PEG CAPITAL FUND					
REVENUES	\$ 70,000	\$ 396	\$ 21,833	\$ (48,167)	31.19%
EXPENDITURES	<u>45,000</u>	<u>406</u>	<u>\$ 9,949</u>	<u>35,051</u>	22.11%
NET CHANGE	<u>\$ 25,000</u>	<u>\$ (10)</u>	<u>\$ 11,885</u>	<u>\$ (13,115)</u>	

(a) Staff is researching if transfer out for Kokefest is eligible if payments have been made but event has not occurred

GENERAL CAPITAL IMPROVEMENT FUND (2022 GO BONDS)

REVENUES	\$ 25,917,251	\$ 112,142	\$ 26,167,837	\$ 250,586	100.97%
EXPENDITURES	<u>11,293,012</u>	<u>263,482</u>	<u>3,032,847</u>	<u>8,260,165</u>	26.86%
NET CHANGE	<u>\$ 14,624,239</u>	<u>\$ (151,340)</u>	<u>\$ 23,134,989</u>	<u>\$ 8,510,750</u>	

GENERAL CAPITAL IMPROVEMENT FUND (2023 GO BONDS)

REVENUES	\$ -	\$ 54,726	\$ 12,281,701	\$ 12,281,701	100.00%
EXPENDITURES	<u>-</u>	<u>-</u>	<u>160,258</u>	<u>(160,258)</u>	100.00%
NET CHANGE	<u>\$ -</u>	<u>\$ 54,726</u>	<u>\$ 12,121,443</u>	<u>\$ 12,121,443</u>	

COMMUNITY BENEFIT FUND

REVENUES	\$ 161,242	\$ 16,173	\$ 135,886	\$ (25,356)	84.27%
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.00%
NET CHANGE	<u>\$ 161,242</u>	<u>\$ 16,173</u>	<u>\$ 135,886</u>	<u>\$ (25,356)</u>	

TRANSPORTATION IMPROVEMENT FUND

REVENUES	\$ 2,111,900	\$ 273,171	\$ 2,492,647	\$ 380,747	118.03%
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.00%
NET CHANGE	<u>\$ 2,111,900</u>	<u>\$ 273,171</u>	<u>\$ 2,492,647</u>	<u>\$ 380,747</u>	

ARPA FUNDS

REVENUES	\$ 311,933	\$ 31,206	\$ 257,947	\$ (53,987)	82.69%
EXPENDITURES	<u>2,022,366</u>	<u>-</u>	<u>-</u>	<u>2,022,366</u>	0.00%
NET CHANGE	<u>\$ (1,710,433)</u>	<u>\$ 31,206</u>	<u>\$ 257,947</u>	<u>\$ 1,968,380</u>	

ECONOMIC DEVELOPMENT CORPORATION (EDC)

REVENUES	\$ 24,187,605	\$ 286,830	\$ 23,762,978	\$ (424,627)	98.24%
EXPENDITURES	<u>23,499,119</u>	<u>179,082</u>	<u>22,342,316</u>	<u>1,156,803</u>	95.08%
NET CHANGE	<u>\$ 688,486</u>	<u>\$ 107,749</u>	<u>\$ 1,420,662</u>	<u>\$ 732,176</u>	

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED JULY 31, 2023

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 14,935,000	\$ 1,432,239	\$ 12,921,840	\$ (2,013,160)	86.52%
FEES	356,000	41,904	361,735	5,735	101.61%
OTHER REVENUES	15,000	240	567,462	552,462	3783.08%
INTEREST	93,316	33,505	124,581	31,265	133.50%
SUB - TOTAL	\$ 15,399,316	\$ 1,507,887	\$ 13,975,618	\$ (1,423,698)	90.75%
TRANSFER FROM OTHER FUNDS	-	179,167	179,167	179,166.67	100.00%
TOTAL REVENUES	\$ 15,399,316	\$ 1,687,054	\$ 14,154,785	\$ (1,244,531)	91.92%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 406,145	\$ 32,070	\$ 328,748	\$ 77,397	80.94%
SUPPLIES	163,315	542	117,237	46,078	71.79%
MAINTENANCE	49,500	1,295	31,368	18,132	63.37%
PROFESSIONAL SERVICES	30,168	1,286	10,894	19,274	36.11%
GENERAL	447,750	38,099	465,609	(17,859)	103.99%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL UTILITY BILLING	\$ 1,096,878	\$ 73,291	\$ 953,855	\$ 143,023	86.96%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 750,534	\$ 39,052	\$ 342,821	\$ 407,713	45.68%
SUPPLIES	3,000	59	1,014	1,986	33.81%
PROFESSIONAL SERVICES	550,000	49,114	83,165	466,835	15.12%
GENERAL	2,100	150	160	1,940	7.63%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	\$ 1,305,634	\$ 88,375	\$ 427,160	\$ 878,474	32.72%
UTILITY OPERATIONS					
PERSONNEL	\$ 1,010,981	\$ 73,463	\$ 743,993	\$ 266,988	73.59%
SUPPLIES	313,250	7,780	184,465	128,785	58.89%
MAINTENANCE	414,000	26,056	210,441	203,559	50.83%
PROFESSIONAL SERVICES	3,435,000	305,373	2,824,393	610,607	82.22%
GENERAL	425,500	70,880	367,861	57,639	86.45%
CAPITAL OUTLAY	617,708	145,235	254,750	362,958	41.24%
TOTAL UTILITY OPERATIONS	\$ 6,216,439	\$ 628,787	\$ 4,585,905	\$ 1,630,534	73.77%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 75,000	\$ -	\$ 81,963	\$ (6,963)	109.28%
GENERAL	133,918	8,699	86,988	46,930	64.96%
TRANSFERS TO OTHER FUNDS	6,461,199	538,308	5,383,083	1,078,117	83.31%
TOTAL NON-DEPARTMENTAL	\$ 6,670,117	\$ 547,007	\$ 5,552,033	\$ 1,118,084	83.24%
TOTAL EXPENSES	\$ 15,289,067	\$ 1,337,461	\$ 11,518,953	\$ 3,770,114	75.34%
NET CHANGE IN FUND BALANCE	\$ 110,249	\$ 349,593	\$ 2,635,831		

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED JULY 31, 2023

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY DEBT SERVICE					
REVENUES	\$ 9,732,422	813,000	8,126,653	\$ (1,605,769)	83.50%
EXPENSES	6,110,559	598,424	6,403,256	(292,698)	104.79%
NET CHANGE	<u>\$ 3,621,863</u>	<u>\$ 214,576</u>	<u>\$ 1,723,397</u>	<u>\$ (1,313,071)</u>	
UTILITY IMPACT FEES FUND					
REVENUES	\$ 5,000,000	\$ 536,975	\$ 10,050,508	\$ 5,050,508	201.01%
EXPENSES	3,162,217	263,518	2,717,437	444,780	85.93%
NET CHANGE	<u>\$ 1,837,783</u>	<u>\$ 273,457</u>	<u>\$ 7,333,071</u>	<u>\$ 4,605,728</u>	
UTILITY CIP FUND					
REVENUES	\$ 2,432,569	\$ 257,823	\$ 2,110,315	\$ (322,254)	86.75%
EXPENSES	61,198,846	455,928	8,034,459	53,164,387	13.13%
NET CHANGE	<u>\$ (58,766,277)</u>	<u>\$ (198,105)</u>	<u>\$ (5,924,144)</u>	<u>\$ (53,486,641)</u>	
SOLID WASTE FUND					
REVENUES	\$ 2,262,000	\$ 216,773	\$ 2,098,865	\$ (163,135)	92.79%
EXPENSES	2,385,670	370,576	2,051,601	334,069	86.00%
	<u>\$ (123,670.00)</u>	<u>\$ (153,803)</u>	<u>\$ 47,265</u>	<u>\$ (497,204)</u>	



City of Hutto, TX

Balance Sheet

Account Summary

As Of 07/31/2023

Account	Name	Balance
Fund: 76 - Cottonwood Development Corp (Sports Health)		
Assets		
76-1000	Claim on Cash	-3,198,345.98
76-1107	Land Held for Investment	0.00
76-1207	Escrowed funds	0.00
76-1208	Escrowed Cash Allowance	0.00
76-1231	Accounts Receivable	0.00
76-1310	Due From Fund General Fund	0.00
Total Assets:		-3,198,345.98
		-3,198,345.98
Liability		
76-2000	Accounts Payable Pending	0.00
76-2001	Accrued Accounts Payable	0.00
76-2010	Principal Owed	0.00
76-2011	Accrued Interest Payable	0.00
76-2310	Due To Fund 10	0.00
Total Liability:		0.00
Equity		
76-3001	Fund Balance	-6,052,491.60
Total Beginning Equity:		-6,052,491.60
Total Revenue		5,056,684.55
Total Expense		2,202,538.93
Revenues Over/Under Expenses		2,854,145.62
Total Equity and Current Surplus (Deficit):		-3,198,345.98
Total Liabilities, Equity and Current Surplus (Deficit):		-3,198,345.98



City of Hutto, TX

Income Statement

Account Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Revenue						
76-5925	Contribution from the City	0.00	0.00	5,056,684.55	5,056,684.55	-5,056,684.55
	Revenue Total:	0.00	0.00	5,056,684.55	5,056,684.55	-5,056,684.55
Expense						
76-020-001-6405	Professional Svcs	0.00	0.00	0.00	963,706.33	-963,706.33
76-020-001-6802	Interest	0.00	0.00	-1,235,467.06	296,821.75	-296,821.75
76-100-000-6064	Loss of Sale of Asset	0.00	0.00	0.00	475,070.12	-475,070.12
76-100-000-6401	Attorney Svcs	0.00	0.00	8,777.66	466,940.73	-466,940.73
	Expense Total:	0.00	0.00	-1,226,689.40	2,202,538.93	-2,202,538.93
Fund: 76 - Cottonwood Development Corp (Sports Health) Surplus (Defici..		0.00	0.00	6,283,373.95	2,854,145.62	
	Total Surplus (Deficit):	0.00	0.00	6,283,373.95	2,854,145.62	

City of Hutto
Breakdown of Development Services Revenue
FY 2023

GL Account	Description	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	March 23	April 23	May 23	June 23	July 23	Total	Budget	% of Budget Collected
10-5101	Planning/Zoning Fees	21,858	1,250	0	5,964	18,079	5,942	38,419	19,047	200	7,083	117,843	250,000	47.1%
10-5102	Engineering/ROW Fees	6,228	52,231	7,334	183,925	28,955	1,700	202,736	23,301	57,401	262,330	826,140	1,150,000	71.8%
10-5121	Building Permit Fees	152,570	68,248	50,887	90,342	245,330	350,116	229,969	171,447	228,378	151,348	1,738,636	2,000,000	86.9%
10-5122	Building Inspection Fees	47,215	38,535	63,600	78,630	72,430	41,050	33,680	37,805	22,535	52,355	487,835	250,000	195.1%
10-5123	Site Plan Review Fees	200	1,089	4,673	9,487	5,893	1,979	11,680	1,661	2,139	8,887	47,687	30,000	159.0%
10-5132	Technology Fee	2,397	1,863	1,513	1,774	2,660	2,608	2,447	2,928	2,007	2,141	22,337	32,000	69.8%
40-5103	Parkland Dedication Fee	0	29,100	0	0	34,400	0	310,300	800	205,840	21,488	601,927	250,000	240.8%
42-5106	Traffic Impact Fee	239,999	242,404	84,001	59,482	903,995	(75,163)	115,880	355,199	283,454	259,592	2,468,844	2,100,000	117.6%
50-5113	Water Connection Fee	4,350	5,150	3,750	7,400	24,600	37,850	34,350	18,350	29,850	10,700	176,350	350,000	50.4%
50-5114	WW Connection Fee	5,400	1,500	1,500	1,200	12,300	18,000	16,800	8,400	14,100	3,900	83,100	215,000	38.7%
52-2005	Water/WW Impact Fee-Hutto Crossing PUD	0	0	0	0	0	0	0	0	0	0	0	-	n/a
52-5111	Water Impact Fee	227,593	377,882	181,409	181,033	362,112	3,038,208	490,967	509,076	885,055	207,038	6,460,373	2,000,000	323.0%
52-5112	WW Impact Fee	251,248	162,912	109,578	85,916	381,956	1,124,372	288,632	332,896	439,769	228,206	3,405,486	3,000,000	113.5%
		959,058	982,164	508,244	705,153	2,092,710	4,546,663	1,775,860	1,480,912	2,170,728	1,215,067	16,436,558	11,627,000	141.4%



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes	
December	General Fund Balance	10-3001		(50,000.00)	(50,000.00)		Approved
December	Separation Pay	10-010-002-6019	-	50,000.00	50,000.00	Separation Pay Agreement	Approved
	Administration						Approved
December	General Fund Balance	10-3001		(27,400.00)	(27,400.00)		Approved
December	Software Licensing and Maint	10-020-001-6412	4,500.00	27,400.00	31,900.00	Cleargov Software	Approved
	Public Works & Engineering						Approved
January	Salaries	50-040-058-6001	725,287.60	(7,558.25)	717,729.35		Approved
January	Capital Outlay - Valve Trailer	50-040-058-6664	80,927.00	7,558.25	88,485.25	Valve Trailer Purchase	Approved
	Public Works & Engineering						Approved
January	Salaries	50-040-058-6001	717,729.35	(20,206.55)	697,522.80		Approved
January	Capital Outlay - Backhoe	50-040-058-6665	125,028.00	20,206.55	145,234.55	Backhoe Purchase	Approved
	Public Works & Engineering						Approved
January	Line maintenance repairs	50-040-058-6312	65,000.00	(8,000.00)	57,000.00		Approved
January	Lease & Rental	50-040-058-6408	22,000.00	8,000.00	30,000.00	New Utility Vehicle	Approved
	Non-Departmental						Approved
February	General Fund Balance	10-3001	-	(6,000,000.00)	(6,000,000.00)		Approved
February	HEDC Receivable	-	-	6,000,000.00	6,000,000.00	Land acquisition	Approved
	Administration						Approved
February	General Fund Balance	10-3001	-	(23,785.00)	(23,785.00)		Approved
February	Professional Services	10-010-004-6405	85,700.00	23,785.00	109,485.00	Compensation and staffing study	Approved
	Police Department						Approved
February	Lease/Rental Services	10-050-001-6408	353,000.00	(20,000.00)	333,000.00		Approved
February	Building Repair and Maintenance	10-050-001-6301	5,000.00	20,000.00	25,000.00	Conex Box Purchase	Approved
	2022 GO Bond Funds						Approved
February	Megasite North - South Arterial	12-040-060-6651	870,000.00	(461,000.00)	409,000.00	Council delayed to FY2024	Approved
February	137 from FM 1660 to Brushy	12-040-060-6652	420,000.00	356,000.00	776,000.00	Garver Design Contract	Approved
February	FM 1660 North at US 79	12-040-060-6659	541,610.00	105,000.00	646,610.00	Aaron Concrete Construction	Approved
	Utility CIP						Approved
February	Jonah 1.0MGD Supply & Emer	57-040-058-6695	9,865,187.00	(2,139,945.00)	7,725,242.00	Water Project W7 no longer needed	Approved
February	Trans & Distr Water Improve	57-040-058-6694	-	2,139,945.00	2,139,945.00	Water Project W17 not budgeted for FY2023	Approved
	Utility CIP						Approved
February	Jonah 1.0MGD Supply & Emer	57-040-058-6695	7,725,242.00	(148,448.00)	7,576,794.00	Water Project W7 no longer needed	Approved
February	New 2.0 MGD 801' EST	57-040-058-6685	150,000.00	148,448.00	298,448.00	Water Master Plan	Approved
	Information Technology						Approved
March	Office Supplies	10-060-030-6201	14,000.00	(200.00)	13,800.00	Office Supplies	Approved
March	Food/Meals	10-060-030-6205	-	200.00	200.00	Food/Meals	Approved
	Communications						Approved
March	Salaries	10-060-007-6001	298,074.00	(21,421.33)	276,652.67	Communications Transfers	Approved



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes	
March	Overtime	10-060-007-6004	2,500.00	(157.00)	2,343.00	Communications Transfers	Approved
March	Longevity	10-060-007-6021	-	100.00	100.00	Communications Transfers	Approved
March	Fica&Medicare	10-060-007-6051	22,616.23	(1,415.23)	21,201.00	Communications Transfers	Approved
March	State Unemployment Tax	10-060-007-6052	600.00	(38.00)	562.00	Communications Transfers	Approved
March	TMRS	10-060-007-6053	35,476.44	(2,219.44)	33,257.00	Communications Transfers	Approved
March	Worker's Comp Insurance	10-060-007-6054	500.00	(31.00)	469.00	Communications Transfers	Approved
March	Health & Life Insurance	10-060-007-6061	32,000.00	(2,002.00)	29,998.00	Communications Transfers	Approved
March	Professional Services	10-060-007-6405	57,500.00	27,184.00	84,684.00	Communications Transfers	Approved
April	Training & Development	10-060-007-6502	8,000.00	(1,200.00)	6,800.00	Communications Transfers	Approved
April	Food/Meals	10-060-007-6205	-	1,200.00	1,200.00	Communications Transfers	Approved
April	Advertising	10-060-007-6402	38,700.00	(6,000.00)	32,700.00	Communications Transfers	Approved
April	Software Licensing	10-060-007-6412	17,000.00	6,000.00	23,000.00	Communications Transfers	Approved
Professional Services multimedia production was underbudgeted (primarily in video production, such as the Capital Improvement Plan series). Requesting realignment of salary and benefit budget to professional services. The salary and benefits line is underbudget due to attrition in the Senior Multimedia position. Transfer to Software budget due to taking on a new service Zencity for community monitoring and pulse surveys							

Communications

March	Salaries	10-060-007-6001	184,257.30	(15,586.00)	168,671.30	Communications Transfers	Approved
March	Overtime	10-060-007-6004	1,600.00	(133.92)	1,466.08	Communications Transfers	Approved
March	Longevity	10-060-007-6021	500.00	(41.85)	458.15	Communications Transfers	Approved
March	Certification Pay	10-060-003-6022	500.00	(41.85)	458.15	Communications Transfers	Approved
March	Fica&Medicare	10-060-003-6051	14,294.58	(1,196.44)	13,098.14	Communications Transfers	Approved
March	State Unemployment Tax	10-060-003-6052	200.00	(16.74)	183.26	Communications Transfers	Approved
March	TMRS	10-060-003-6053	22,422.88	(1,876.77)	20,546.11	Communications Transfers	Approved
March	Worker's Comp Insurance	10-060-003-6054	350.00	(29.29)	320.71	Communications Transfers	Approved
March	Health & Life Insurance	10-060-003-6061	16,000.00	(1,339.18)	14,660.82	Communications Transfers	Approved
March	Professional Services	10-060-007-6405	57,500.00	20,262.04	77,762.04	Communications Transfers	Approved
City Secretary employee attrition due to unfilled positions during the year, resulted in overbudget for City Secretary salaries. Multi-media expenses greater than expected due to CIP and other videos, requiring additional budget for the year for Communications Professional Services line.							



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes	
Finance							
March	Salaries	10-020-001-6001	746,504.00	(30,000.00)	716,504.00	Finance Interdepartment	Approved
March	Vehicle Allowance	10-020-001-6011	6,000.00	(4,583.00)	1,417.00	Finance Interdepartment	Approved
March	Longevity	10-020-001-6021	1,000.00	(465.00)	535.00	Finance Interdepartment	Approved
March	Certification Pay	10-020-001-6022	-	418.00	418.00	Finance Interdepartment	Approved
March	Food/Meals	10-020-001-6205	1,000.00	3,000.00	4,000.00	Finance Interdepartment	Approved
March	Outside Printing	10-020-001-6410	-	1,000.00	1,000.00	Finance Interdepartment	Approved
March	Property Tax Collection Srvc	10-020-001-6442	-	5,000.00	5,000.00	Finance Interdepartment	Approved
March	Williamson County Appraisal	10-020-001-6443	85,000.00	4,536.00	89,536.00	Finance Interdepartment	Approved
March	Training and Development	10-020-001-6502	8,000.00	15,094.00	23,094.00	Finance Interdepartment	Approved
March	Postage	10-020-001-6504	100.00	1,000.00	1,100.00	Finance Interdepartment	Approved
March	Misc Recon Expenses	10-020-001-6509	-	5,000.00	5,000.00	Finance Interdepartment	Approved
Finance employee attrition due to unfilled position during the year, resulted in under budget for salaries and benefits which is be allocated to other needed areas of finance. Miscellaneous Reconciliation expenses account entries are booked as accounts in the ledger are reconciled and cleaned up							
Economic Development Corp							
March	Sales Tax Revenue	35-5005	(2,500,000.00)	(500,000.00)	(3,000,000.00)	Sales tax revenue is higher than anticipated	Approved
March	Marketing Services	35-500-008-6416	250,000.00	(171,875.00)	78,125.00	Marketing Services expenditures are less than anticipated	Approved
March	Debt Payments	35-500-008-6802	353,248.00	671,875.00	1,025,123.00	Interest payment for FY2023 on new \$15M loan	Approved
EDC Board Approved Budget additional \$500k in sales tax and budget for interest on \$15M Alliance loan							
March	Issuance Costs	35-100-000-6572	-	518,336.00	518,336.00	EDC Transfers	Approved
March	Salaries	35-500-008-6001	194,000.00	(194,000.00)	-	EDC Transfers	Approved
March	Benefits	35-500-008-6051	76,370.36	(76,370.36)	-	EDC Transfers	Approved
March	Professional Services	35-500-008-6405	130,000.00	270,370.00	400,370.00	EDC Transfers	Approved
March	Marketing Services	35-500-008-6416	250,000.00	(171,875.00)	78,125.00	EDC Transfers	Approved
March	Bank & Finance Charges	35-500-008-6505	250.00	385.00	635.00	EDC Transfers	Approved
March	Business Incentives	35-500-008-6550	375,000.00	(142,504.00)	232,496.00	EDC Transfers	Approved
March	Performance Grants	35-500-008-6556	75,000.00	50,000.00	125,000.00	EDC Transfers	Approved
March	Land Purchases	35-500-008-6631	-	20,573,784.00	20,573,784.00	EDC Transfers	Approved
March	Loan Interest Payments	35-500-008-6807	-	671,875.00	671,875.00	EDC Transfers	Approved
Budget for for Alliance bank and City Loan proceeds, cost of issuance for loan, land purchase and E/W Spine Road.							



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes	
Street and Drainage							
March	Salaries	10-040-060-6001	468,757.30	(3,000.00)	465,757.30	Streets and Drainage Transfers	Approved
March	Clothing & Uniforms Allowance	10-040-060-6012	1,900.00	3,000.00	4,900.00	Streets and Drainage Transfers	Approved
March	Other Supplies & Materials	10-040-060-6299	52,500.00	(1,000.00)	51,500.00	Streets and Drainage Transfers	Approved
March	Equipment Repair & Maint.	10-040-060-6302	-	500.00	500.00	Streets and Drainage Transfers	Approved
March	Vehicle Repair & Maint.	10-040-060-6304	-	500.00	500.00	Streets and Drainage Transfers	Approved
Mid year budget review and adjustment based on current year estimates							
Construction Inspection							
March	Salaries	10-040-059-6001	263,157.00	(8,261.00)	254,896.00	Construction Inspection Transfers	Approved
March	Overtime	10-040-059-6004	1,500.00	8,000.00	9,500.00	Construction Inspection Transfers	Approved
March	Longevity	10-040-059-6021	600.00	261.00	861.00	Construction Inspection Transfers	Approved
March	Membership Dues & Subscription	10-040-059-6507	1,500.00	(150.00)	1,350.00	Construction Inspection Transfers	Approved
March	Other Expenses	10-040-059-6599	-	150.00	150.00	Construction Inspection Transfers	Approved
Mid year budget review and adjustment based on current year estimates							
Community Outreach							
March	Special Events	10-060-025-6204	240,000.00	(4,595.46)	235,404.54	Community Outreach and Programs Transfers	Approved
March	Food/Meals	10-060-025-6205	-	34.90	34.90	Community Outreach and Programs Transfers	Approved
March	Other Supplies & Materials	10-060-025-6299	200.00	260.56	460.56	Community Outreach and Programs Transfers	Approved
March	Training & Development	10-060-025-6502	5,000.00	2,500.00	7,500.00	Community Outreach and Programs Transfers	Approved
March	Membership Dues & Subscription	10-060-025-6507	4,000.00	1,800.00	5,800.00	Community Outreach and Programs Transfers	Approved
Budget re-balancing. Food/Meals and Other Supplies and Materials charges were miscoded and deed to come out of Special events ledger line Training & Development increased due to priority on staff training/development (TA, Tourism College, KB BEDC)							
Fleet Management							
March	Salaries	10-090-050-6001	70,015.30	(500.00)	69,515.30	Fleet Maintenance Transfers	Approved
March	Part-Time Permanent	10-090-050-6002	-	500.00	500.00	Fleet Maintenance Transfers	Approved
March	Building Repair and Maintenance	10-090-050-6301	-	1,000.00	1,000.00	Fleet Maintenance Transfers	Approved
March	Equipment Repair & Maint.	10-090-050-6302	50,000.00	(1,000.00)	49,000.00	Fleet Maintenance Transfers	Approved
Mid year budget review and adjustment based on current year estimates							
Facility Maintenance							
March	Salaries	10-090-051-6001	159,323.20	(1,005.00)	158,318.20	Facilities Maintenance Transfers	Approved
March	Overtime	10-090-051-6004	500.00	1,000.00	1,500.00	Facilities Maintenance Transfers	Approved
March	Longevity	10-090-051-6021	225.00	5.00	230.00	Facilities Maintenance Transfers	Approved
Mid year budget review and adjustment based on current year estimates							



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes	
Utilities							
March	Salaries	50-040-001-6001	595,649.00	463.00	596,112.00	Utilities Transfers	Approved
March	Vehicle Allowance	50-040-001-6011	6,000.00	(750.00)	5,250.00	Utilities Transfers	Approved
March	Phone Allowance	50-040-001-6013	-	750.00	750.00	Utilities Transfers	Approved
March	Longevity	50-040-001-6021	2,000.00	463.00	2,463.00	Utilities Transfers	Approved
March	Office Supplies	50-040-001-6201	2,750.00	(500.00)	2,250.00	Utilities Transfers	Approved
March	Other Supplies & Materials	50-040-001-6299	250.00	500.00	750.00	Utilities Transfers	Approved
March	Clothing & Uniforms Allowance	50-040-058-6012	2,200.00	1,500.00	3,700.00	Utilities Transfers	Approved
March	Food/Meals	50-040-058-6205	-	1,500.00	1,500.00	Utilities Transfers	Approved
March	Other Supplies & Materials	50-040-058-6299	5,750.00	(4,500.00)	1,250.00	Utilities Transfers	Approved
March	Utility Facilities Maintenance	50-040-058-6314	110,000.00	(56,000.00)	54,000.00	Utilities Transfers	Approved
March	Lease & Rental Svcs	50-040-058-6408	22,000.00	5,000.00	27,000.00	Utilities Transfers	Approved
March	Software Licensing and Maint	50-040-058-6412	15,000.00	(5,000.00)	10,000.00	Utilities Transfers	Approved
March	Water Lease Payments	50-040-058-6454	175,000.00	25,000.00	200,000.00	Utilities Transfers	Approved
March	Licenses & Permits	50-040-058-6501	61,000.00	5,000.00	66,000.00	Utilities Transfers	Approved
March	Postage	50-040-058-6504	-	150.00	150.00	Utilities Transfers	Approved
March	Membership Dues & Subscription	50-040-058-6507	1,000.00	(150.00)	850.00	Utilities Transfers	Approved
March	Utilities	50-040-058-6521	325,000.00	26,000.00	351,000.00	Utilities Transfers	Approved
Mid year budget review and adjustment based on current year estimates							
Utility Billing							
March	Longevity Pay	50-020-010-6021	4,046.00	116.00	4,162.00	Utility Billing Transfers	Approved
March	Food/Meals	50-020-010-6205	-	250.00	250.00	Utility Billing Transfers	Approved
March	Clothing & Uniforms	50-020-010-6206	1,000.00	(967.25)	32.75	Utility Billing Transfers	Approved
March	Furniture & Office Equip	50-020-010-6211	-	999.00	999.00	Utility Billing Transfers	Approved
March	Small Tools and Equipment	50-020-010-6215	-	733.54	733.54	Utility Billing Transfers	Approved
March	Water Meters	50-020-010-6216	155,000.00	(5,700.28)	149,299.72	Utility Billing Transfers	Approved
March	Other Supplies & Materials	50-020-010-6299	2,000.00	650.00	2,650.00	Utility Billing Transfers	Approved
March	Equipment Repair & Maint.	50-020-010-6302	500.00	(500.00)	-	Utility Billing Transfers	Approved
March	Vehicle Repair & Maint.	50-020-010-6304	500.00	(250.00)	250.00	Utility Billing Transfers	Approved
March	Line Repairs & Maintenance	50-020-010-6312	1,000.00	(500.00)	500.00	Utility Billing Transfers	Approved
March	Lease/Rental Services	50-020-010-6408	-	5,168.00	5,168.00	Utility Billing Transfers	Approved
Mid year budget review and adjustment based on current year estimates							



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes

Administration

March	Salaries	10-010-001-6001	775,884.00	(75,208.06)	700,675.94	Admin Transfers	Approved
March	Special Events/Awards	10-010-001-6204	-	8,498.05	8,498.05	Admin Transfers	Approved
March	Food/Meals	10-010-001-6205	1,500.00	11,130.31	12,630.31	Admin Transfers	Approved
March	Furniture & Office Equipment	10-010-001-6211	-	308.00	308.00	Admin Transfers	Approved
March	Fuel & Mileage	10-010-001-6231	-	1,000.00	1,000.00	Admin Transfers	Approved
March	Software Licensing & Maint Fee	10-010-001-6412	-	400.00	400.00	Admin Transfers	Approved
March	Training & Development	10-010-001-6502	12,000.00	10,000.00	22,000.00	Admin Transfers	Approved
March	Vehicle Allowance	10-010-004-6011	-	6,000.02	6,000.02	Admin Transfers	Approved
March	Food/Meals	10-010-004-6205	500.00	6,468.24	6,968.24	Admin Transfers	Approved
March	Other Supplies & Materials	10-010-004-6299	1,000.00	3,830.62	4,830.62	Admin Transfers	Approved
March	City Employee's Functions	10-010-004-6489	10,000.00	21,383.55	31,383.55	Admin Transfers	Approved

Additional FTE's added to the CMO budget resulted in salary savings. New City Manager initiative in employee appreciation, Hutto Community University and professional development resulted in line items being over budget in Human Resources and the City Manager's Office. These transfers are designed to cover each department until the end of fiscal year.

Administration

March	Professional Services	10-010-004-6405	87,500.00	(2,191.00)	85,309.00	Admin Transfers	Approved
March	Drug Testing	10-010-004-6438	-	1,127.00	1,127.00	Admin Transfers	Approved
March	Background Checks	10-010-004-6440	-	1,064.00	1,064.00	Admin Transfers	Approved
March	Office Supplies	10-010-004-6201	2,610.00	(108.75)	2,501.25	Admin Transfers	Approved
March	Other Supplies & Materials	10-010-004-6299	-	108.75	108.75	Admin Transfers	Approved

Separating funds for Drug testing and Background checks that were originally budgeted on professional services ledger account to individual line item. Human Resources expects 10 more new hires in this fiscal year. An item was miscoded to Office Supplies and needed to be reclassified to the correct line

Solid Waste

April	Waste Management Services	70-080-010-6461	1,863,750.00	296,920.00	2,160,670.00	2023 Debris removal	Approved
April	Unreserved Solid Waste Fund Balance	70-3001	877,655.00	(296,920.00)	580,735.00		

Council Approval of Ordinance O-2023-017, 2 March 2023 Meeting

Economic Development Corp

May	Marketing Services	35-500-008-6141	250,000.00	(15,000.00)	235,000.00	EDC Transfers	Approved
May	Performance Grants	35-500-008-6556		(25,000.00)	(25,000.00)	EDC Transfers	Approved
May	Business Incentives	35-500-008-6550	80,182.00	40,000.00	120,182.00	EDC Transfers	Approved

EDC Board approved budget transfers for Texas State Technical College payment

Parks and Recreation

May	Machinery & Equipment	10-090-039-6603	95,000.00	(45,000.00)	50,000.00	Parks Transfers	Approved
May	Parks Improvements & Structures	40-060-032-6681	292,000.00	45,000.00	337,000.00	Parks Transfers	Approved

Requested by City Council on September 17th 2022 meeting to move \$45,000 budget as part of budget process from GF to Parkland Improvement Fund.



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes

City Secretary

May	Advertising/Legal Notices	10-060-003-6402	20,000.00	11,000.00	31,000.00	City Secretary	Approved
May	Professional Services	10-060-003-6405	25,000.00	(18,000.00)	7,000.00	City Secretary	Approved
May	Software Licensing & Maint Fee	10-060-003-6412	60,000.00	7,000.00	67,000.00	City Secretary	Approved

We currently have due Taylor Press invoices totaling \$13,158 and a Granicus Invoice for City Council Video Streaming totaling \$7,122.29 so need to move from other lines to cover these expenses

Police Department

May	Salaries	10-050-001-6001	4,093,349.61	(90,000.00)	4,003,349.61	Police Transfers	Approved
May	Overtime	10-050-001-6004	125,050.00	80,000.00	205,050.00	Police Transfers	Approved
May	Other Supplies & Materials	10-050-001-6299	80,500.00	10,000.00	905,000.00	Police Transfers	Approved

Move \$90,000 from Salary Line item to Overtime and Supplies and Materials Lines due to 10 vacant position we have had to use overtime to fill the needs of the department. Significant salary savings from 10 unified position should moved to cover OT expenses, which is over budget as well

Police Department

July	Professional Services	10-050-001-6405	44,000.00	(5,500.00)	38,500.00	Police Transfers	Approved
July	Office Supplies	10-050-001-6201	68,100.00	(5,000.00)	63,100.00	Police Transfers	Approved
July	Software Licensing & Maintenance	10-050-001-6412	47,000.00	10,500.00	57,500.00	Police Transfers	Approved

The current software line item is over budget due in large part to fees paid to 3rd party contractors for IT work for Police Department. This transfer would allow for the PD to pay a current invoice and complete the software package for drone needs.

City Secretary

July	Professional Services	10-060-003-6405	7,000.00	(3,000.00)	4,000.00	City Secretary	Approved
July	Advertising/Legal Notices	10-060-003-6402	31,000.00	3,000.00	34,000.00	City Secretary	Approved

Transfer requested to cover advertising through Taylor Press for remainder of the year

Police Department

July	Salaries	10-050-001-6001	4,003,349.61	(87,000.00)	3,916,349.61	Police Transfers	Approved
July	Ammunition and Firearms	10-050-001-6291	45,000.00	30,000.00	75,000.00	Police Transfers	Approved
July	Overtime	10-050-001-6004	205,050.00	45,000.00	250,050.00	Police Transfers	Approved
July	Other Supplies & Materials	10-050-001-6299	80,500.00	7,000.00	87,500.00	Police Transfers	Approved
July	Training & Development	10-050-001-6502	68,000.00	5,000.00	73,000.00	Police Transfers	Approved

The Department requests to move salary savings from salaries to overtime to compensate for 14 current vacant positions. We are replacing both rifles and handguns with new, modular, dependable firearms. Current items are approaching end of service and will be traded in for credit towards purchases, presenting exceptional value to the city. We are trying to complete the purchase of necessary protective equipment for Special Response Team: gas masks, helmets, communications headsets, and adapters. We would like to purchase all of the necessary traffic cones to facilitate emergency vehicle operation training courses completely in-house.

Street and Drainage

August	Clothing & Uniform Allowances	10-040-060-6012	4,900.00	(2,900.00)	2,000.00	Streets and Drainage Transfers	Approved
August	Clothing and Uniforms	10-040-060-6206	2,000.00	2,900.00	4,900.00	Streets and Drainage Transfers	Approved

This transfer is requested for the purchase of uniforms for new FTE's and eliminate negative line balance



FY 2023 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes	
Information Technology							
August	Professional Services	10-060-030-6405	175,000.00	(10,000.00)	165,000.00	Information Technology Transfers	Approved
August	Software Licensing & Maint Fee	10-060-030-6412	210,000.00	10,000.00	220,000.00	Information Technology Transfers	Approved
Non-budgeted expense of Wrike, and staff increase for various licenses(Office365, Adobe,etc.)							
Police Department							
August	Salaries	10-050-001-6001	3,916,349.61	(60,000.00)	3,856,349.61	Police Transfers	Approved
August	Machinery & Equipment	10-050-001-6603	33,500.00	60,000.00	93,500.00	Police Transfers	Approved
Move \$60K from salary savings to Machinery and Equipment to facilitate the purchase of new Body Worn Cameras and Special Response Team Equipment							
Utility CIP Projects							
August	Glenwood LS Decommissioning	57-040-058-6667	4,310,240.00	(1,175,123.00)	3,135,107.00	Wastewater CIP Transfers	Approved
August	South WWTP Construction of 6 MGD expansion	57-040-058-6676	-	-	1,175,123.00	Wastewater CIP Transfers	Approved
Revising budget to cover current encumbrances plus contingency. 2 - Revising budget to cover the award of the CMAR services contract.							
2022 GO Bond Funds							
August	FM 1660 at Limmer Loop	12-040-060-6569	5,374,400.00	(109,324.00)	5,265,076.00	Transportation CIP Transfers	Approved
August	FM 1660 North at US 79	12-040-060-6659	646,610.00	109,324.00	755,934.00	Transportation CIP Transfers	Approved
Revising budget to cover change order with Aaron Concrete on CIP T01 FM1660N and US 79 project							
2022 GO Bond Funds							
August	FM 1660 at Limmer Loop	12-040-060-6569	5,265,076.00	(1,087,224.00)	4,177,852.00	Transportation CIP Transfers	Approved
August	FM 1660 North at US 79	12-040-060-6659	755,934.00	1,087,224.00	1,843,158.00	Transportation CIP Transfers	Approved
Revising budget to cover current encumbrances plus contingency							

Note: Transfers within a department can be approved by the City Manager and reported to Council. Reports occur monthly as a part of Monthly Financial Statements

FY 2023 Purchase Order Report > \$50,000



Blanket or CC	PO DATE	PO Number	Vendor Name	Description	Account Number	PO Amount	Encumbrance	Amount Spent to Date	Remaining PO Amt	Budget Amount	Remaining Budget	Status	Note
City Council	2/14/2023	23-0145	Freese and Nichols, Inc.	Frame Switch Pump Station 3MG GST	57-040-058-6679	\$532,653	\$7,323,012	2,262,790.00	377,673.00	\$9,710,000	124,198	PO Issued	
City Council	2/14/2023	23-0144	Garver LLC	Staff Augmentation	10-040-023-6405	\$300,000	-\$3,600	570,221.00	138,324.00	\$750,000	183,379	PO Issued	
City Council	2/10/2023	23-0141	Freese and Nichols, Inc.	Jonah Interconnect	57-040-058-6683	\$640,920	\$0	0.00	540,191.00	\$850,000	850,000	PO Issued	
City Council	1/30/2023	23-0139	Garver LLC	South WWTP Expansion	57-040-058-6670	\$1,284,756	\$1,033,027	336,923.00	959,587.00	\$1,369,951	1	PO Issued	
City Council	2/10/2023	23-0137	Hutto Resource Center	FY 23 Outside Agency Funding	10-010-002-6561	\$55,000	\$65,000	40,000.00	27,500.00	\$139,789	34,789	PO Issued	
City Council	2/10/2023	23-0136	DCS Engineering LLC	Frame Switch Shiloh Noack	57-040-058-6678	\$310,640	\$132,916	403,525.00	310,640.00	\$5,000,000	4,463,559	PO Issued	
City Council	10/11/2022	23-0120	Illinois Tool Works	Trailer	50-040-058-6664	\$85,495	\$0	88,485.00	0.00	\$88,485	0	PO Issued	
City Council	1/23/2023	23-0119	RDO Trust #80-5800	Backhoe	50-040-058-6665	\$145,235	\$145,235	0.00	145,235.00	\$145,235	0	PO Issued	
Blanket	1/23/2023	23-0117	Tyler Technologies Inc	Tyler Incode Annual Renewals	10-050-001-6412	\$109,422	\$3,821	49,903.27	0.00	\$57,500	3,775	PO Issued	
City Council	1/23/2023	23-0116	CP&Y, Inc.	CR 132 12" & 30 INCH WATERLINES	57-040-058-6684	\$136,483	\$136,483	34,877.00	101,605.73	\$900,000	728,640	PO Issued	
City Council	1/23/2023	23-0116	CP&Y, Inc.	Megasite- PH 1 Wtrlines	57-040-058-6686	\$196,715	\$196,715	50,268.00	146,446.55	\$400,000	153,017	PO Issued	
City Council	1/23/2023	23-0116	CP&Y, Inc.	Highway 79 42" Waterline (801 PP)	57-040-058-6682	\$307,567	\$493,802	310,703.00	0.00	\$5,767,500	4,962,995	PO Issued	
City Council	1/10/2023	23-0114	K Friese & Associates	Megasite WW Improvements	57-040-058-6672	\$1,180,390	\$714,890	465,500.00	639,890.00	\$4,002,176	2,821,786	PO Issued	
City Council	1/9/2023	23-0095	Williamson Central Appraisal District	FY 23 WCAD Fees	10-020-001-6443	\$89,536	\$44,768	44,768.00	\$89,536	\$89,536	0	PO Issued	
Blanket	1/9/2023	23-0094	UNITY CONTRACTOR SERVICES, INC	mowing contract	10-040-060-6405	\$293,731	\$88,177	205,553.00	124,514.00	\$293,760	30	PO Issued	
Blanket	12/22/2022	23-0080	HAWKINS INC	Chemicals for Shiloh	50-040-058-6232	\$90,000	\$149,359	97,715.00	63,344.00	\$250,000	2,926	PO Issued	
City Council	12/14/2022	23-0067	Garver LLC	CR 137 Improvements	12-040-060-6652	\$743,307	\$532,819	210,487.00	532,819.00	\$776,000	32,694	PO Issued	
City Council	12/14/2022	23-0066	K Friese & Associates	Megasite E-W Spine Road	12-040-060-6650	\$750,104	\$619,161	130,942.00	619,161.00	\$2,120,000	1,369,897	PO Issued	
City Council	12/14/2022	23-0065	HNTB Corporation	FM 1660 North Right Turn Lane CPS	60-040-060-6559	\$87,402	\$0	137,911.00	76,322.00	\$646,610	508,699	PO Issued	
City Council	12/14/2022	23-0063	Garver LLC	UV Study	57-040-058-6669	\$276,920	\$175,329	101,591.00	175,328.00	\$1,390,400	1,113,480	PO Issued	
City Council	11/29/2022	23-0051	Brazos River Authority	Operations & Maintenance of treatment plants	50-040-058-6456	\$2,250,000	\$1,312,469	937,530.00	937,457.00	\$2,250,000	1	PO Issued	
City Council	11/29/2022	23-0050	City of Taylor	Water purchased from City of Taylor	50-040-058-6451	\$500,000	\$307,407	192,592.00	307,407.00	\$500,000	1	PO Issued	
City Council	11/29/2022	23-0049	Manville Water Supply Corp.	water purchased from Manville	50-040-058-6452	\$425,000	\$140,743	284,256.00	140,743.00	\$425,000	1	PO Issued	
City Council	11/29/2022	23-0044	Williamson County and Cities Health	FY 23 Funding	10-010-002-6606	\$72,509	\$18,127	54,381.00	18,127.00	\$72,509	1	PO Issued	
City Council	11/29/2022	23-0042	Recharge Water, LP	Well Payments - Recharge	50-040-058-6454	\$68,000	\$81,759	117,725.95	35,163.00	\$200,000	515	PO Issued	
Blanket	11/29/2022	23-0040	AI Clawson Inc.	Solid Waste Residential Contract	70-080-010-6461	\$1,863,750	\$903,893	1,256,776.00	769,421.00	\$2,160,670	1	PO Issued	
Blanket	10/18/2022	23-0011	Unity Contractor Services, Inc	mowing contract	10-090-039-6405	\$217,200	\$37,699	208,951.04	96,935.00	\$238,000	-8,650	PO Issued	Footnote 1
City Council	10/13/2022	23-0009	Freese and Nichols, Inc.	Comp plan	10-030-021-6405	\$250,000	\$20,948	445,831.00	0.00	\$860,000	393,221	PO Issued	
Blanket	10/13/2022	23-0006	Eileen Merritt Inc.	3rd party inspections	10-030-021-6405	\$100,000	\$20,948	445,831.00	0.00	\$860,000	393,221	PO Issued	
Blanket	2/22/2023	23-0152	SecureVision of America, Inc.	Water Meters	50-020-010-6216	\$110,000	\$107,974	29,105.00	110,000.00	\$149,299	12,220	PO Issued	
Blanket	2/22/2023	23-0151	Tyler Technologies Inc	Tyler UB Credit Card Payment Fees	50-020-010-6505	\$110,000	\$62,782	213,135.00	58,020.00	\$300,000	24,083	PO Issued	
Blanket	2/22/2023	23-0157	Brenntag Southwest Inc.	Chemicals	50-040-058-6232	\$70,000	\$149,359	97,715.00	53,761.00	\$250,000	2,926	PO Issued	
Blanket	2/22/2023	23-0158	Cavallo Energy Texas LLC	Cavallo Energy Texas LL - Utility Payments	10-040-060-6521		\$8,522	8,082.11		\$20,000	3,396	PO Issued	
		23-0158	Cavallo Energy Texas LLC	Cavallo Energy Texas LL - Utility Payments	10-040-060-6522		\$18,272	164,000.38		\$200,000	17,728	PO Issued	
Blanket	2/22/2023	23-0158	Cavallo Energy Texas LLC	Cavallo Energy Texas LL - Utility Payments	10-050-001-6521		\$5,905	12,949.20		\$20,000	1,146	PO Issued	
		23-0158	Cavallo Energy Texas LLC	Cavallo Energy Texas LL - Utility Payments	10-090-039-6521		\$14,516	26,651.51		\$40,000	-1,168	PO Issued	Footnote 1
Blanket	2/22/2023	23-0158	Cavallo Energy Texas LLC	Cavallo Energy Texas LL - Utility Payments	10-100-000-6521		\$10,022	31,323.71		\$45,000	3,654	PO Issued	
Blanket	2/22/2023	23-0158	Cavallo Energy Texas LLC	Cavallo Energy Texas LL - Utility Payments	50-040-058-6521		\$3,302	309,889.61		\$351,000	37,808	PO Issued	

FY 2023 Purchase Order Report > \$50,000



Blanket or CC	PO DATE	PO Number	Vendor Name	Description	Account Number	PO Amount	Encumbrance	Amount Spent to Date	Remaining PO Amt	Budget Amount	Remaining Budget	Status	Note
Blanket	2/22/2023	23-0159	Centurylink	Internet Services	10-060-030-6413	\$70,000	\$130,913	111,150.00	41,409.00	\$250,000	7,937	PO Issued	
Blanket	2/22/2023	23-0155	Verizon Wireless	Verizon Wireless Services	10-060-030-6413	\$113,000	\$130,913	111,150.00	83,407.00	\$250,000	7,937	PO Issued	
Blanket	2/22/2023	23-0154	Bo Ex Ventures, LLC	Managed IT Services Renewal	10-060-030-6405	\$53,000	\$12,960	80,587.00	27,939.00	\$175,000	81,453	PO Issued	
Blanket	2/22/2023	23-0150	Republic Meter Inc	Endpoints / AMI System	50-020-010-6207	\$60,000	\$26,162	48,837.00	26,162.00	\$75,000	1	PO Issued	
Blanket	2/22/2023	23-0149	DataProse LLC	Utility Bill Postage	50-020-010-6504	\$66,000	\$24,157	18,864.00	41,413.00	\$48,000	4,979	PO Issued	
Blanket	2/22/2023	23-0149	DataProse LLC	Utility Bill other contracts	50-020-010-6499	\$66,000	-\$3,499	5,460.00	23,050.00	\$25,000	23,039	PO Issued	
City Council	2/22/2023	23-0148	T. Morales Company Elec	Frameswitch Emergency Generators Purchasing	57-040-058-6677	\$438,950	\$1,275,547	9,580.00	429,370.00	\$1,290,000	4,873	PO Issued	
City Council	2/22/2023	23-0156	Pump Solutions, Inc.	Frameswitch Pump Improvements	57-040-058-6677	\$846,177	\$1,275,547	9,580.00	846,177.00	\$1,290,000	4,873	PO Issued	
City Council	3/7/2023	23-0172	Garver LLC	South WWTP CMAR	57-040-058-6670	\$85,195	\$1,033,027	336,923.00	73,440.00	\$1,369,950	0	PO Issued	
City Council	3/7/2023	23-0173	Freese and Nichols, Inc.	Elevated Storage Tank	50-040-001-6405	\$60,560	\$120,560	10,000.00	60,560.00	\$400,000	269,440	PO Issued	
City Council	3/7/2023	23-0174	Freese and Nichols, Inc.	Lakeside Estates Sidewalks Phase 2	10-040-060-6655	\$85,220	\$73,740	535,060.59	85,220.00	\$1,525,000	916,199	PO Issued	
City Council	3/7/2023	23-0175	Eileen Merritt Inc.	3rd party inspections	10-030-021-6405	\$50,000	\$22,088	444,691.00	10,965.00	\$860,000	393,221	PO Issued	
City Council	3/15/2023	23-0179	Gattis Law Firm	Teichelmann Easements	57-040-058-6678	\$191,593	\$332,945	202,397.00	0.00	\$5,000,000	4,464,658	PO Issued	
City Council	3/15/2023	23-0180	Independence Title	FM 1660 N at US 79	12-040-060-6659	\$112,929	\$0	137,911.00	0.00	\$646,610	508,699	PO Issued	
City Council	3/15/2023	23-0181	Dig Dug Construction LLC	Concrete Repair Creekside	10-090-039-6608	\$84,823	\$25,091	84,823.00	0.00	\$238,000	128,086	PO Issued	
City Council	3/15/2023	23-0182	DCS Engineering LLC	Glenwood Lift Station	57-040-058-6667	\$832,110	\$832,110	4,700.00	832,110.00	\$4,310,240	3,473,430	PO Issued	
City Council	3/15/2023	23-0184	K Friese & Associates	Plan Reviews	10-040-023-6404	\$372,745	\$322,830	49,915.00	322,830.00	\$372,745	0	PO Issued	
City Council	3/27/2023	23-0204	GAR Broadcasting LLC	Kokefest	10-060-025-6209	\$350,000	\$64,000	186,000.00	164,000.00	\$250,000	0	PO Issued	
City Council	3/19/2023	23-0203	CTC Disaster Response	Tree Limb Removal	70-080-010-6461	\$250,000	\$943,286	1,217,383.00	131,988.00	\$2,160,670	1	PO Issued	
City Council	4/4/2023	23-0202	JER HR Group	Compensation Study 2023	10-010-004-6405	\$54,100	\$52,208	49,693.00	40,575.00	\$107,294	5,393	PO Issued	
City Council	4/25/2023	23-0218	PBS of Texas	Janitorial Services	10-090-051-6409	\$81,000	\$81,000	0.00	42,600.00	\$95,000	14,000	PO Issued	
City Council	4/25/2023	23-0219	Freese and Nichols, Inc.	Water System Analysis and master plan	52-040-061-6405	\$51,830	-\$54,113	54,113.00	51,830.00	\$0	0	PO Issued	
City Council	4/25/2023	23-0221	Garver LLC	CR 132 Overpass at US 79	12-040-060-6653	\$927,920	\$927,920	0.00	927,920.00	\$1,700,000	772,080	PO Issued	
City Council	4/26/2023	23--0223	Williamson County	Animal shelter	10-050-001-6472	\$95,439	\$95,439	2,265.00	0.00	\$135,000	37,296	PO Issued	
City Council	5/11/2023	23-0230	Austin Truck and Equipment	Dump Truck	50-040-058-6666	\$116,874	\$116,874	0.00	116,874.00	\$116,874	0	PO Issued	
City Council	5/11/2023	23-0231	Garver LLC	Periodic WW nodel update	50-040-001-6404	\$70,485	\$138,045	0.00	70,485.00	\$150,000	11,955	PO Issued	
City Council	5/11/2023	23-0232	Freese and Nichols, Inc.	Water model updates	50-040-001-6404	\$67,560	\$138,045	0.00	67,560.00	\$150,000	11,955	PO Issued	
City Council	5/11/2023	23-0233	Freese and Nichols, Inc.	Water SER blanket PO	50-040-001-6405	\$55,300	\$331,140	10,000.00	55,300.00	\$400,000	58,860	PO Issued	
City Council	5/11/2023	23-0236	Heji, Lee & Associates	Project 11235 live oak street	10-040-060-6650	\$384,397	\$345,970	44,228.00	384,397.00	\$1,675,000	1,284,802	PO Issued	
City Council	5/11/2023	23-0237	Garver LLC	Wastewater Service Extension	50-040-001-6405	\$155,280	\$331,140	10,000.00	155,280.00	\$400,000	58,860	PO Issued	
City Council	5/23/2023	23-0243	C.C Carlton Industries Ltd	transmission pump station	57-040-058-6694	\$1,798,943.00	\$1,474,991	323,951.00	1,405,115.00	\$2,139,945	341,003	PO Issued	
City Council	5/23/2023	23-0244	Associated Construction Partners, LTD	Frameswitch Pump Station	57-040-058-6679	\$9,008,150.00	\$9,294,775	291,027.00	8,877,417.00	\$9,710,000	124,198	PO Issued	
City Council	5/23/2023	23-0245	Eileen Merritt Inc.	3rd party inspections	10-030-021-6405	\$70,000.00	\$60,078	478,791.00	41,340.00	\$1,010,000	471,131	PO Issued	
City Council	6/15/2023	23-0258	HNTB Corporation	FY19 Transportation bond	12-040-060-6659	\$996,461	\$1,603,880	143,856.00	996,461.00	\$646,610	-1,101,126	PO Issued	Footnote 2
City Council	6/15/2023	23-0258	HNTB Corporation	FY19 Transportation bond	12-040-060-6662	\$77,300	\$43,844	219,751.49	77,300.00	\$117,600	-145,995	PO Issued	Footnote 2
City Council	6/15/2023	23-0259	T. Morales Company	Pre purchase Emergency Generators	57-040-058-6667	\$337,170	\$1,169,280	4,700.00	0.00	\$4,310,240	3,136,260	PO Issued	
City Council	7/3/2023	23-0269	AGH2O Holdings	Decking Replacement bridge	10-090-039-6608	\$75,977	\$101,068	84,823.00	75,977.00	\$238,000	52,109	PO Issued	
City Council	7/21/2023	23-0284	Aaron Concrete Contractors	FM 1660 at 79	12-040-060-6659	\$637,042	\$1,603,880	143,856.85	558,799.50	\$646,610	-1,101,127	PO Issued	Footnote 2
City Council	7/26/2023	23-0295	Brother's RDC Paving	Mager and CR133	10-040-060-6650	\$260,500	\$592,301	0.00	260,500.00	\$1,675,000	1,082,699		
General Note: For amounts in red, the account is overspent. These accounts will be corrected via inter department transfer (approved at CM level)													
Incude internal contol to prohibit requisition entry without budget has been activated.													
Footnote 1: Options for an budget transfer are being reviewed.													
Footnote 2: Project exceeds the original budget. Finance certifies that funding exists from remaining funds in the 2022 GO Transportatin Bond.													

Capital Improvement Plan Summary



	PRIOR YEARS	FY 2023	FY 2024	FY 2025	FUTURE	Total
Transportation and Drainage	\$5,903,269	\$15,500,610	\$30,359,730	\$21,188,350	\$43,696,548	\$110,745,238

	PRIOR YEARS	FY 2023	FY 2024	FY 2025	FY 2027	Total
Wastewater	\$0	\$18,778,835	\$54,308,216	\$50,492,920	\$77,277,995	\$200,857,966
<u>Water</u>	<u>\$0</u>	<u>\$34,687,687</u>	<u>\$39,096,265</u>	<u>\$16,238,215</u>	<u>\$15,699,220</u>	<u>\$105,721,387</u>
Total Utility	\$0	\$53,466,522	\$93,404,481	\$66,731,135	\$92,977,215	\$306,579,353

Funding Sources:

Water Wastewater Fund 55 Remaining 2019 Certificates of Obligation Bonds	\$5,000,000
ARPA Funds	\$6,500,000
County ARPA Funds	\$10,000,000
Water Wastewater 2022 Certificates of Obligation Bonds	\$51,608,293
Street 2022 General Obligation Bonds	\$22,520,440
Street 2023 General Obligation Bonds	<u>\$12,000,000</u>
Total	<u>\$107,628,733</u>

Transportation & Drainage Financials as of 7/31/23



Hutto Project #	ACCOUNT	Project	Prior Years	FY2023 BUDGET	PO Amount	FY 2023 ACTUAL EXP YTD	FY 2023 BUDGET REMAINING	Remaining Encumbrances	FY 2024	FY 2025	FUTURE	Total Estimated Project Cost
T1	12-040-060-6659	FM 1660 North at US 79	3,612,884	\$1,843,158	\$1,843,158	238,169	\$0	1,603,880	\$25,000	\$0	\$0	\$1,868,158
T2	12-040-060-6569	FM 1660 at Limmer Loop		\$4,177,852	\$59,741	1,441,202	2,676,909	59,741	\$1,750,600	\$315,100	\$0	\$6,243,552
T3	12-040-060-6662	FM 1660 South at US 79		\$117,600	\$187,600	219,751	(70,000)	53,259	\$3,121,630	\$477,000	\$0	\$3,716,230
T4	12-040-060-6652	CR 137 from FM 1660 to Brushy Creek	0.00	\$776,000	\$743,307	391,528	32,693	351,779	\$3,150,000	\$1,050,000	\$0	\$4,976,000
T5	10-040-060-6655	Lakeside Estates Sidewalks	680,686	\$975,000	\$685,242	41,798	289,759	643,444	\$1,000,000	\$1,000,000	\$187,010	\$3,162,010
T6	12-040-060-6653	CR 132 Overpass at US 79	1,106,514	\$1,700,000	\$927,920	-	772,080	927,920	\$2,800,000	\$8,500,000	\$32,200,000	\$45,200,000
T7	12-040-060-6650	Megasite East - West Arterial	0.00	\$2,120,000	\$1,239,275	615,568	880,725	623,707	\$9,100,000	\$5,300,000	\$250,000	\$16,770,000
T8	12-040-060-6651	Megasite North - South Arterial	0.00	\$0	\$0	-	-	-	\$6,100,000	\$1,110,000	\$250,000	\$7,460,000
T9	10-040-060-6650	Live Oak Street Pavement Reconstruction	503,185	\$1,055,000	\$384,397	-	670,603	384,397	\$0	\$0	\$0	\$1,055,000
T10	12-040-060-6658	Ed Schmidt - Safety and Operational Improvements	0.00	\$100,000	\$46,418	-	53,582	46,418	\$667,000	\$0	\$0	\$767,000
T11	12-040-060-6657	Traffic Signal - Innovation at Limmer Loop	0.00	\$0	\$0	-	-	-	\$564,250	\$0	\$0	\$564,250
T12	12-040-060-6656	Legends of Hutto Drainage Channel Improvements	0.00	\$0	\$0	-	-	-	\$156,250	\$968,750	\$0	\$1,125,000
T13	12-040-060-6654	CR 199 Repairs	0.00	\$246,000	\$20,338	-	225,662	-	\$0	\$0	\$0	\$246,000
T14		Drainage Master Plan Update	0.00	\$0	\$0	-	-	-	\$0	\$350,000	\$0	\$350,000
T15		Interlocal with County for FM3349 Turnlane onto E-W Spine	0.00	\$600,000	\$600,000	-	-	-	\$0	\$0	\$0	\$600,000
		Drainage Maintenance		\$200,000	\$0	-	200,000	-	\$220,000	\$242,000	\$1,235,434	\$1,897,434
		Sidewalk Maintenance		\$1,000,000	\$0	-	1,000,000	-	\$1,100,000	\$1,210,000	\$6,176,661	\$9,486,661
		Street Maintenance Plan		\$550,000	\$0	-	550,000	-	\$605,000	\$665,500	\$3,397,443	\$5,217,943
		Priority Transportation & Drainage Projects Subtotals:	\$5,903,269	\$15,500,610	\$6,762,697	\$2,953,975	\$7,296,712	\$4,713,887	\$30,359,730	\$21,188,350	\$43,696,548	\$110,745,238

Water Projects Financials as of 7/31/2023



Hutto Project #	Priority	Funding	Account	Project	Prior Years	FY2023 BUDGET	PO AMOUNT	FY 2023 ACTUAL EXP YTD	FY 2023 BUDGET REMAINING	Remaining Encumbrances	FY2024	FY2025	Future	Total Est. Project Costs
W1	1	2022 CO	57-040-058-6677	Frameswitch Pump Station Improvements	0.00	\$390,000	\$241,161	\$263,434	\$148,839	-\$22,273	\$0	\$0	\$121,500	\$511,500
W2	1	2022 CO	57-040-058-6678	Shiloh and Noack Pump Station Improvements	0.00	\$2,989,767	\$2,137,403	\$405,733	\$852,364	\$5,016,465	\$5,108,600	\$0	\$247,000	\$8,345,367
W3	1	2022 CO	57-040-058-6679	Frameswitch 3.5 MG GST #2	0.00	\$9,618,613	\$9,618,613	\$2,270,288	\$0	\$7,348,325	\$9,094,000	\$0	\$250,000	\$18,962,613
W4	1	2022 CO	57-040-058-6680	Hutto NW Transmission Water Lines	0.00	\$7,019,155	\$640,192	\$293,692	\$6,378,963	\$346,500	\$9,281,000	\$0	\$210,000	\$16,510,155
W16	1	2022 CO	57-040-058-6682	Megasite - Phase 1 Waterlines (HI 79 42" Waterline 801PP)	0.00	\$5,767,500	\$737,927	\$585,540	\$4,847,467	\$334,493	\$4,345,550	\$1,009,020	\$2,100,000	\$13,222,070
W8	2	2022 CO	57-040-058-6683	Emergency Interconnect - 16" Waterline with Wholesale Provider	0.00	\$0	\$0	\$0	\$0	\$0	\$3,500,000	\$2,744,400	\$0	\$6,244,400
W9	3	2022 CO	57-040-058-6685	Water Master Plan	0.00	\$298,448	\$298,448	\$0	\$0	\$0	\$0	\$0	\$0	\$298,448
W11	2	2022 CO	57-040-058-6687	FM 1660 16" & 20" Waterlines (801 PP) - Phase I	0.00	\$900,000	\$0	\$0	\$900,000	\$0	\$143,715	\$0	\$150,000	\$1,193,715
W12	3	2022 CO	57-040-058-6688	New 2.0-MG 801' Elevated Storage Tank	0.00	\$60,560	\$60,560	\$0	\$0	\$0	\$0	\$5,127,840	\$11,964,960	\$17,092,800
W13	3	2022 CO	57-040-058-6689	Additional Simsboro Wells No. 13, 14, and 15	0.00	\$0	\$0	\$0	\$0	\$0	\$3,750,000	\$3,507,455	\$0	\$7,257,455
W14	3	2022 CO	57-040-058-6690	CR 132 12" & 30" Waterline (801' PP) - Phase II	0.00	\$715,000	\$0	\$0	\$715,000	\$0	\$3,500,000	\$1,749,500	\$0	\$5,964,500
W15	3	2022 CO	57-040-058-6693	Megasite - Phase II Waterlines	0.00	\$0	\$0	\$0	\$0	\$0	\$373,400	\$2,100,000	\$655,760	\$3,129,160
W17	1	2022 CO	57-040-058-6694	Transmission Water Line US79**	0.00	\$4,906,278	\$4,906,278	\$661,336	\$0	\$4,244,942	\$0			\$4,906,278
W18	1	ARPA	65-040-023-6698	Southeast Loop (FM 3349) Waterline County Project	0.00	\$2,022,366	\$2,022,366	\$0	\$0	\$0				\$2,022,366
Priority Water Projects Subtotals:					\$0	\$34,687,687	\$20,662,948	\$4,480,022	\$13,842,633	\$17,268,452	\$39,096,265	\$16,238,215	\$15,699,220	\$105,660,827

Wastewater Projects Financials as of 7/31/23



Hutto Project #	Priority	FUNDING		Project	Prior Years	FY2023 BUDGET	PO AMOUNT	FY 2023 ACTUAL EXP YTD	FY 2023 BUDGET REMAINING	Remaining Encumbrances	FY 2024	FY 2025	FUTURE	Total Est. Project Costs
WW01	1	2022 CO	57-040-058-6667	Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations	0.00	\$3,135,107	\$1,169,280	\$4,700	\$1,961,127	\$1,169,280	\$4,626,240	\$2,313,120	\$316,000	\$10,390,467
WW02	1	2022 CO	57-040-058-6668	South WWTP Capacity Rerate Study	0.00	\$47,472	\$47,472	\$46,259	\$0	\$1,213	\$0	\$0	\$0	\$47,472
WW03	1	2022 CO	57-040-058-6669	South WWTP UV System Upgrade	0.00	\$1,390,400	\$276,920	\$149,723	\$1,113,480	\$127,197	\$0	\$0	\$189,600	\$1,580,000
WW04	1	2022 CO	57-040-058-6670	South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	0.00	\$1,369,951	\$1,369,951	\$1,354,503	\$0	\$15,448	\$0	\$0	\$257,500	\$1,627,451
WW05	3	2022 CO	57-040-058-6675	South WWTP Final Design and Bidding for expansion to 6 MGD	0.00	\$6,695,000	\$6,695,000	\$0	\$0	\$0	\$0	\$0	\$0	\$6,695,000
WW06	3	2022 CO	57-040-058-6676	South WWTP Construction of 6 MGD expansion	0.00	\$1,175,133	\$0	\$0	\$1,175,133	\$0	\$39,900,000	\$39,900,000	\$39,900,000	\$120,875,133
WW07	1	2022 CO	57-040-058-6672	Megasite Wastewater Lines	0.00	\$4,002,176	\$1,180,390	\$690,130	\$2,821,786	\$490,261	\$6,552,576	\$4,550,400	\$675,635	\$15,780,787
WW08	2	2022 CO	57-040-058-6673	MEGASITE West: South Cottonwood Creek Interceptor Ph 2	0.00	\$318,528	\$0	\$0	\$318,528	\$0	\$1,592,640	\$1,592,640	\$0	\$3,503,808
WW10	3	2022 CO	57-040-058-6674	Brushy Creek Interceptor Phase III (Cost Participation)	0.00	\$327,352	\$0	\$0	\$327,352	\$0	\$1,636,760	\$1,636,760	\$1,636,760	\$5,237,632
WW11	1	2022 CO	57-040-058-6697	Southeast Loop Wastewater Interceptor	0.00	\$317,716	\$317,716	\$0	\$0	\$0	\$0	\$0	\$0	\$317,716
				Central WWT Expansion from 0.990MGD to 3.25MGD	0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,902,500	\$12,902,500
				Brushy Creek Interceptor - Phase IV	0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$19,500,000	\$20,000,000
				Cottonwood Creek Wastewater Interceptor Extension	0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$1,900,000
Priority Wastewater Projects Subtotals:					0.00	\$18,778,835	\$11,056,729	\$2,245,314	\$7,717,406	\$1,803,399	\$54,308,216	\$50,492,920	\$77,277,995	\$200,857,966

AGENDA ITEM REPORT

12.11.



To: City Council
Subject: Consideration and possible action on approving the August 3, 2023 Work Session and August 3, 2023 City Council meeting minutes (Angela Lewis)
Meeting: Thursday, August 17, 2023
Department: City Secretary /
Staff Contact: Angela Lewis

BACKGROUND INFORMATION:

Staff recommends that City Council approves the August 3, 2023 Work Session and August 3, 2023 City Council meeting minutes.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No fiscal impact

ATTACHMENTS:

1. 8.3.23 CC Meeting Minutes DRAFT
2. 8.3.23 Work Session Minutes DRAFT



City of Hutto

MINUTES

City Council Meeting
Thursday, August 3, 2023 at 7:00 PM
City Council Chambers
500 W. Live Oak Street

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

1. CALL SESSION TO ORDER: 7:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Mayor Pro Tem Peter Gordon, Councilmember Brian Thompson, Councilmember Dan Thornton, Councilmember Amberley Kolar and Councilmember Dana Wilcott, Councilmember Randal Clark

Absent: None

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

3. INVOCATION –Pastor Johnny Brower of Hutto Discovery United Methodist Church

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATION

- Hutto Farmer's Market Week – August 6-12, 2023 – *Accepted by Daniella and Joseph, managers of Hutto Farmer's Market, and a representative from Keep Hutto Beautiful.*

6. CITY MANAGER COMMENTS

James R. Earp, City Manager

City Manager Earp provided updates on the following:

- Approaching Stage 3 - Current water restrictions and schedules at Stage 2
- National Night Out – October 3rd
- Professional Recognitions and New Hires
- City Manager's one year anniversary 8/3/23

7. PUBLIC COMMENTS

- Ida Weaver
- Aaron King
- Cheryl Stewart

- James Weaver
- Cory Deneena
- Janine Dehart
- Susan Micidi
- Robin Sutton
- Lucas Evans

8. PRESENTATION

- 8.1 Quarterly update from Chamber of Commerce – *Presented by Joe Gonzalez*
- 8.2 Monthly Capital Improvement Projects Update – *Presented by Matt Rector*
- 8.3 Budget Presentation – *Presented by City Manager James R. Earp*

9. BOARDS AND COMMISSIONS

- 9.1 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: None

At this time, City Council took a recess at 9:20 pm and reconvened at 9:27 pm.

10. ORDINANCES

Mayor Snyder asked to move item 10.6 to the beginning of the Ordinance section.

- 10.6 Consideration and possible action approving Ordinance No. O-2023-050 amending Article 14.07, Discrimination, of the Hutto Code of Ordinances to prohibit discrimination based on gender identity or sexual orientation (First Reading) (Councilmember Dan Thornton and Mayor Pro Tem Peter Gordon)

A motion was made by Councilmember Thornton and seconded by Councilmember Thompson to approve Ordinance No. O-2023-050. The vote passed 7,0.

- 10.1 Consideration and possible action on Ordinance No. O-2023-052 creating a Stormwater Management Program (Matt Rector)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Ordinance No. O-2023-052. The vote passed 7,0.

- a. Consideration and possible action dispensing with Second reading pursuant to Section 3.13 of the Hutto City Charter.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to dispense with the second reading of Ordinance No. O-2023-052. The vote passed 7,0.

- 10.2 Consideration and possible action on Ordinance No. O-2023-046 amending the City Rate Schedule to include fees associated with the Stormwater Management Program (Matt Rector)

A motion was made by Mayor Snyder and seconded by Councilmember Thornton to approve Ordinance No. O-2023-046 with the fees amended to 1600 an acre for single family, 3200 an acre for multi-family, and 4800 an acre for commercial/industrial properties. The vote passed 7,0.

- 10.3 Consideration and possible action amending Chapter 8, Stormwater and Drainage Standards, of the Unified Development Code to provide for cost participation of stormwater and drainage improvements (Legal)

- a. Consideration and possible action dispensing with Second reading pursuant to Section 3.13 of the Hutto City Charter.

No action – Item postponed

- 10.4 Consideration and possible action amending Section 10.615, Road Adequacy Standards, of the Unified Development Code to provide for cost participation of transportation extensions (Legal)

A motion was made by Councilmember Clark and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2023-051. The vote passed 7,0.

- a. Consideration and possible action dispensing with Second reading pursuant to Section 3.13 of the Hutto City Charter.

A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to dispense with the second reading of Ordinance No. O-2023-051. The vote passed 7,0.

- 10.5 Consideration and possible action approving Ordinance No. O-2023-049 amending Chapter 9, Water & Wastewater Standards, of the Hutto Unified Development Code by adding section 10.905, Developer Cost Participation for extension of water and wastewater main utility extensions (Legal)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to approve Ordinance No. O-2023-049. The vote passed 7,0.

- a. Consideration and possible action dispensing with Second reading pursuant to Section 3.13 of the Hutto City Charter.

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to dispense with the second reading of Ordinance No. O-2023-049. The vote passed 7,0.

11. RESOLUTIONS

Public Comment: Robin Sutton

- 11.1 Consideration and possible action on Resolution No. R-2023-175 appointing a Charter Review Commission and providing recommendations for the Charter Review Commission to review (Councilmember Randal Clark, Mayor Pro Tem Peter Gordon)

Appointees:

Place 1 – Beatrice Rodriguez-Bocanegra

Place 2 – Perry Savard

Place 3 – Tony Wertz

Place 4 – Charles Warner

Place 5 – Marshal Hammond

Place 6 – Onnesha Williams

Place 7 – Cory Denena

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2023-175 and all appointees. The vote passed 7,0.

12. OTHER BUSINESS

- 12.1 Consideration and possible action relating to Texas Attorney General Opinion AC-0001 relating to whether, under Texas Constitution Article XVI, Section 40, a State employee receiving all or part of their compensation from State funds may also receive compensation as an elected member of the Hutto City Council (Legal)

Public Comment: Robin Sutton

A motion was made by Mayor Snyder and seconded by Councilmember Clark to direct staff to draft a resolution stating their stance on state employee exemptions

for councilmembers, and releasing the legal memo and job description in question. The vote passed 7,0.

- 12.2 Discussion and possible action to reschedule the October 5th City Council meeting (James Earp)

No action was taken. Legal was asked to draft an ordinance for the next meeting authorizing Council to move regular meetings due to an exception.

13. CONSENT AGENDA ITEMS

Mayor Snyder asked to pull items 13.3, 13.4, 13.10, and 13.11 from the Consent Agenda to discuss.

- 13.1 Consider and possible action approving Resolution No. R-2023-180 finding that Oncor Electric Delivery Company LLC 's application to amend its distribution cost recovery factor and update generation riders to increase distribution rates within the City should be denied; authorizing participation with the steering committee of cities served by Oncor; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel (Legal)
- 13.2 Consideration and possible action on Resolution R-2023-168 approving an Economic Development Performance Agreement for Project Hutto Hospitality as approved by the Hutto Economic Development Corporation via Resolution R-2023-150 at their meeting on July 10, 2023 (Bob Farley)
- 13.5 Consideration and possible action on Ordinance No. O-2023-038 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Cross Creek Public Improvement District (Anne LaMere)
- a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.6 Consideration and possible action relating to Ordinance No. O-2023-039 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Durango Farms Public Improvement District (Anne LaMere)
- a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

- 13.7 Consideration and possible action on Ordinance No. O-2023-041 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Cottonwood Creek Public Improvement District (Anne LaMere)
- a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.8 Consideration and possible action on Ordinance No. O-2023-042 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Mustang Creek Public Improvement District (Anne LaMere)
- a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.9 Consideration and possible action on Ordinance No. O-2023-047 accepting and approving an annual service plan update to the service and assessment plan and updated assessment rolls for the Co-Op Public Improvement District (Anne LaMere)
- a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter
- 13.12 Consideration and possible action on Ordinance No. O-2023-040 for the proposed Specific Use Permit request for the property known as 3250 Limmer Loop, to allow outdoor recreation facility use (UDC 10.304.6) (Second Reading) (Ashley Bailey)
- 13.13 Consideration and possible action on approving the July 10 Special Called Joint Economic Development Corporation and City Council, July 20 Work Session, July 20 City Council, and July 22 Special Called City Council meeting minutes (Angela Lewis)

A motion was made by Councilmember Thompson and seconded by Councilmember Kolar to approve Consent Agenda Item Nos. 13.1, 13.2, 13.5, 13.6, 13.7, 13.8, 13.9, 13.12 and 13.13 as presented. The vote passed 7,0.

Discussion of pulled items:

- 13.3 Consideration and possible action relating to Resolution No. R-2023-174 of the City of Hutto, Texas, authorizing the City Manager to execute a change order with Associated Construction Partners, Ltd. in the amount of \$119,894.39 related to the Frameswitch 20 Million Gallons per Day (MGD) Pumping Station and 3.0 Million Gallon (MG) Ground Storage Tank (GST) projects (CIP W-01 and W-03) (Matt Rector)

A motion was made by Councilmember Clark and seconded by Councilmember Kolar to approve Resolution No. R-2023-174. The vote passed 7,0.

- 13.4 Consideration and possible action relating to Resolution No. R-2023-179 of the City of Hutto, Texas, approving housing reimbursement to the Interim Finance Director; and authorizing the City Manager to provide the reimbursement from budgeted funds and budget amendment (Legal)

A motion was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2023-179. The vote passed 5,2.

- 13.10 Consideration and possible action approving Resolution No. R-2023-177 approving the amendment to the Interlocal Agreement between Williamson County Radio Communication System (RCS) and the City of Hutto and other “RCS Parties” (Jeff Yarbrough)

A motion was made by Mayor Snyder to deny approving this item. There was no second, and the motion died.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2023-177. The vote passed 4,3.

- 13.11 Consideration and possible action approving Resolution No. R-2023-178 relating to amending the City Manager's Contract, including but not limited to, Section 12 of the Agreement (Mayor Mike Snyder)

A motion was made by Councilmember Thompson and seconded by Councilmember Wilcott to approve Resolution No. R-2023-178. The vote passed 5,2.

14. EXECUTIVE SESSION – *Convened into Executive Session at 11:03 PM.*

- 14.1 Consideration and possible action relating to Resolution No. R-2023-181 of the City of Hutto, Texas, authorizing the City Manager to negotiate and execute an agreement for a Wholesale Water Supply Contract for up to four (4) million gallons per day (MGD) of water supply
- 14.2 Consideration and possible action relating to Resolution No. R-2023-182 of the City of Hutto, Texas, authorizing the City Manager to execute a Groundwater Reservation Agreement to reserve up to five (5) million gallons per day (MGD) of Reserved Water from existing permitted groundwater rights from a Groundwater Source and negotiate a Groundwater Supply Contract from the same provider.
- 14.3 Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims, Pending Litigation, Potential Litigation, and City Council Legal Requests.

No action was taken in Executive Session.

15. ACTION RELATIVE TO EXECUTIVE SESSION – *Reconvened at 12:13 AM*

15.1. Consideration and possible action on Executive Session Agenda Items

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to approve Resolution No. R-2023-181. The vote passed 7,0.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Clark to approve Resolution No. R-2023-182. The vote passed 7,0.

16. CITY COUNCIL COMMENTS

16.1. General Comments from City Council

Councilmember Thompson said thank you to City Manager Earp and city staff for their work on the proposed budget.

16.2. Future Agenda Items

Councilmember Clark requested a road maintenance fee ordinance be brought forth soon.

17. ADJOURNMENT – *August 4th, 2023 at 12:18 AM*

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary



City of Hutto

MINUTES

City Council Work Session
Thursday, August 3, 2023 at 6:00 PM
Executive Conference Room

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

1. CALL SESSION TO ORDER: 6:00 PM

2. ROLL CALL

Members of City Council present: Mayor Mike Snyder, Councilmember Brian Thompson, Councilmember Randal Clark, Councilmember Dan Thornton, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar

Absent: None

Members of staff present: James Earp, City Manager; Ashley Bailey, Development Services Director, David Amsler, Assistant to the City Manager, Rick Coronado, Public Works Director, Anne LaMere, Interim Finance Director, Matt Rector, City Engineer, Dottie Palumbo, City Attorney, Angela Lewis, City Secretary, Amanda Taylor, Assistant City Secretary

3. OTHER BUSINESS

3.1 Boards and Commissions Discussion - Discussion on Boards and Commissions including Council Liaisons duties and appointments to Boards and Commissions (City Council)

City Council discussed best practices and practices for appointing members to Boards and Commissions.

4. ADJOURNMENT – 6:57 p.m.

ATTEST:

Mike Snyder, Mayor

Angela Lewis, City Secretary

AGENDA ITEM REPORT

12.12.



To: City Council

Subject: Consideration and possible action on Resolution No. R-2023-154 finding that Hutto City Charter Subsection 3.04 (b) is unenforceable against a state employee serving as a council member and such council member must decline per meeting compensation per Attorney General Opinion AC-0001 (Legal)

a. Consideration and possible action waiving the Attorney/Client Privilege and authorizing release of the legal memorandum, affected councilmembers' state job description, and Attorney General Opinion No. KC-0211

Meeting: Thursday, August 17, 2023

Department: Legal /

Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

At the August 3, 2023 City Council meeting, based on Attorney General Opinion AC-0001, Council directed that a resolution be brought back for consideration for Council to consider a finding that Hutto City Charter Subsection 3.04 (b) is unenforceable against a state employee serving as a council member and such council member must decline per meeting compensation.

a. This agenda item allows Council to consider waiving the Attorney/Client Privilege and authorizing release of the legal memorandum, affected council member's state job description, and Attorney General Opinion No. KC-0211. If Council approves this agenda item, the legal memorandum, state job description along with Attorney General Opinion No. KC-0211 will be released as a public document.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

Council members average payment is \$9,600 per year.

ATTACHMENTS:

1. Hutto Res CM-State Employee comp AG Opinion

AGENDA ITEM REPORT

12.12.



RESOLUTION NO. R-2023-154

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS
FINDING THAT HUTTO CITY CHARTER SUBSECTION
3.04 (B) IS UNENFORCEABLE AGAINST A STATE
EMPLOYEE SERVING AS A COUNCIL MEMBER AND
SUCH COUNCIL MEMBER MUST DECLINE PER
MEETING COMPENSATION; PROVIDING PROPER
NOTICE & MEETING, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, Hutto City Charter Subsection 3.04 (b) provides that City Council members shall receive compensation for attendance at each regular City Council; provided, however, that no City Council member shall receive compensation for more than two (2) meetings in any one month; and

WHEREAS, the Office of the Attorney General issued Opinion No. AC-0001 on July 17, 2023, regarding whether, under Texas Constitution Article XVI, Section 40, a state employee receiving compensation from state funds may also receive compensation as an elected member of the Hutto City Council; and

WHEREAS, the Office of the Attorney General concluded that Hutto City Charter Subsection 3.04(b) is unenforceable as applied to a council member who receives all or part of their compensation from state funds and such council member is prohibited from receiving salary under Article XVI, Subsection 40 (b) of the Texas Constitution; and

WHEREAS, the Office of the Attorney General concluded that the Hutto City Charter provision is unenforceable in those circumstances, an affected council member declining the per-meeting payment does not violate the Hutto City Charter.

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

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

Section 2: The Hutto City Council hereby finds a state employee serving as a council member who declines per meeting payment does not violate Hutto City Charter Subsection 3.04 (b) due to Texas Constitution article XVI, subsection 40 (b) and Hutto City Charter Subsection 3.04 (b) is unenforceable in those circumstances, as applied and an affected council member declining the per-meeting payment does not violate the Hutto City Charter.

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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 17th day of August 2023 on vote of __AYES; __NAYS; __ABSTENTIONS.

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

AGENDA ITEM REPORT

12.13.



To: City Council

Subject: Consideration and possible action relating to Ordinance No. O-2023-054 amending Article 1.02, Division 2 meetings, Section 1.02.033, Additional Meetings, of the Hutto Code of Ordinances to authorize the rescheduling or adding regular meetings to be held on the second and fourth Thursday because of school holidays, council approved holidays, educational conferences or because of state law or Hutto City Charter requirements (Legal)

a. Consideration and possible action dispensing with Second Reading pursuant to Section 3.13 of the Hutto City Charter

Meeting: Thursday, August 17, 2023

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

This ordinance allows the City Council to authorize the rescheduling of regular meetings to be held on the second and fourth Thursday because of school holidays, council approved holidays or educational conferences held on regular meeting days. In addition, the ordinance allows rescheduling or additional regular meetings because of state law or Hutto City Charter requirements.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impact

ATTACHMENTS:

1. Hutto Ordinance Amending 1.02 Meetings 8.07.23

ORDINANCE NO. O-2023-054

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 1.02, DIVISION 2 MEETINGS, SECTION 1.02.033, ADDITIONAL MEETINGS, OF THE CODE OF ORDINANCES TO AUTHORIZE THE RESCHEDULING OF REGULAR MEETINGS TO BE HELD ON THE SECOND AND FOURTH THURSDAY BECAUSE OF SCHOOL HOLIDAYS; COUNCIL APPROVED HOLIDAYS OR EDUCATIONAL CONFERENCES HELD ON REGULAR MEETING DAYS; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

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

WHEREAS, pursuant to Charter Section 3.09, the City Council shall hold at least two regular meetings each month and as many additional meetings as it deems necessary to transact the business of the City and its citizens; and

WHEREAS, the City Council may fix by ordinance the days and times of regular Council meetings; and

WHEREAS, the City Council finds that there are school holidays; Council approved holidays or educational conferences that occur on regular meeting days that require rescheduling the regular meeting from the first and third Thursday of every month to either the second or fourth Thursday; and

WHEREAS, the City Council desires to allow the rescheduling of its regular meeting to be held on the second and fourth Thursday of every month as needed because of school holidays; Council approved holidays or educational conferences that occur on regular meeting days.

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 1, Article 1.02, Section 1.02.33, Additional meetings, of the Code of Ordinances of the City of Hutto, is hereby amended to read as follows:

§ 1.02.033 Additional **and Rescheduled** meetings.

- (a) The city council shall hold as many additional regular, special-called and work session meetings as it deems necessary to transact the business of the city and its citizens.
- (b) Regular meetings may be rescheduled by the City Council if school holidays, Council approved holidays or educational conferences that occur on regular meeting days require

rescheduling the regular meeting from the first and third Thursday of every month to either the second or fourth Thursday.

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 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.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the ____ day of ____ 2023 on vote of __AYES; __NAYS; __ABSTENTIONS

Motion to Dispense with Second Reading as allowed by Hutto City Charter Section 3.13 passed and approved this, the 17th day of August 2023, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Hutto, Texas.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

(SEAL)

AGENDA ITEM REPORT

12.14.



To: City Council
Subject: Consideration and possible action on Ordinance No. O-2023-046 amending the City Rate Schedule to include fees associated with the Stormwater Management Program (Second Reading) (Matt Rector)
Meeting: Thursday, August 17, 2023
Department: Engineering /
Staff Contact: Matt Rector

BACKGROUND INFORMATION:

At the City Council meeting on August 3rd, an item was approved to create a Stormwater Management Program in accordance with the City of Hutto Unified Development Criteria and the Round Rock Design and Construction Standards Drainage Criteria Manual. This item amends the City of Hutto Fee Schedule to reflect the fees associated with this new Stormwater Management Program and the first reading of it was also approved at the August 3rd City Council meeting.

SUMMARY OF REQUEST:

Adoption of the ordinance to amend the fee schedule.

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

Amending the Fee Schedule allows the users to pay for costs associated with the new Stormwater Management Program.

ATTACHMENTS:

1. Hutto Ord Amending Fees Stormwater.8.1.23 v2
2. 20230817 Fee Schedule

ORDINANCE NO. O-2023-046

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING APPENDIX A, FEE SCHEDULE, OF THE HUTTO CODE OF ORDINANCES TO PROVIDE FOR REGIONAL STORMWATER MANAGEMENT FEES; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

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

WHEREAS, the City Council finds certain amendments to the Hutto Code of Ordinances, Appendix A, Fee Schedule, Sec. A1.005, Site Plan Fees, , to provide for regional stormwater management fees of the are necessary to meet changing conditions and are in the best interest of the City; and

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

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

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

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

Section 2. Enactment: The Hutto Code of Ordinances, Appendix A, Fee Schedule is hereby amended to provide for regional stormwater management fees as follows:

Sec. A1.005, Site Plan Fees

(i) Regional Stormwater Management fees:

(1) Single-family: \$1600.00/acre.

(2) Multifamily: \$3,200.00/acre.

(3) Commercial/Industrial: \$4,800.00/acre

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 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 3rd day of August 2023.

READ and APPROVED on the second reading this the 17th day of August 2023.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

ATTEST:

By: _____
Angela Lewis, City Secretary

APPENDIX A

FEE SCHEDULE

ARTICLE A1.000 DEVELOPMENT SERVICES, ENGINEERING AND CONSTRUCTION

Sec. A1.001 Zoning fees

- 1) Temporary use permits: \$300.00.
- 2) Zoning change: \$750.00 up to 5 acres. \$100.00 for each additional 5 acres.
- 3) Planned unit developments (PUD): \$2,750.00 up to 20 acres. 20 acres or more \$4,000 plus \$100 for each additional acre or portion thereof. * Max of \$6,000
- 4) Planned unit development (PUD) amendment: 75% of regular planned unit development (PUD) fee.
- 5) Zoning variance: \$400.00.
- 6) Development agreements: \$3,000.00. This Development Agreement Fee does not include the PID or MUD fee or the pass-through cost of the legal review fees.
- 7) Development agreement amendment: \$1,500.00. The amendment fee does not include the pass-through cost of the legal review fee.
- 8) Form based code submittal: \$500.00 up to 80 acres. \$100.00 for each additional 5 acres.
- 9) Form based code amendment: 75% of regular form-based code submittal fee.
- 10) Annexation (voluntary): \$500.00.
- 11) Specific use permit: \$500.00.
- 12) Zoning verification letter: \$50.00.**
- 13) Minor Modification (historic district only): \$500.00
- 14) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 15) Technology fee: \$25.00 except where indicated by **.
- 16) Notices:
 - a) Published: \$150.00. If the applicant requests postponement, the applicant shall incur the costs of a new published notice(s).
 - b) Mailed: \$1.00 per mailed notice.
 - i) For residential variances, the first fifty (50) notices are included in the initial application fee. Any notices over fifty (50) shall be \$1.00 per notice.
 - c) On-site public hearing notification sign: \$25.00 per sign.
 - d) Written notice of each public hearing before the planning and zoning commission and/or city council shall adhere to the following chart:

Procedure	Published	Mailed	Notification distance	On-site public hearing notification signs placed	Notice posted on the city website
Planning Policy					
Comprehensive plan text amendment	*				*
Comprehensive plan map amendment	*				*
Code amendment	*				*
Annexation					
Voluntary	•	•	200 feet		•
Involuntary	•	•	200 feet		•
Zoning					
Zoning application	•	•	600 feet*	•	•
PUD development plan/rezoning•	•	600 feet*	•	•	
Specific use permit	•	•	600 feet*	•	•
Platting					
Preliminary Plat	•	•	200 feet		•
Replat	•	•	200 feet		•
Variances					
Residential variance***	•	•	200 feet	•	•
Commercial variance	•	•	600 feet*	•	•
Historic preservation					
Certificate of appropriateness					•

*Any proposed building over four-stories shall require an additional 100 ft distance per floor up to a maximum 1,000 ft notification distance.

Sec. A1.002 Appeals

- 1) Administrative appeal (zoning board of adjustment): \$500.00.**
- 2) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- 1) Preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 2) Preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- 3) Final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 4) Plat vacation: \$500.00.
- 5) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- 6) Plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- 7) Minor/short form final plat: \$500.00.
- 8) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00**. Requires amendment plat.
- 9) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**
- 10) Subdivision public improvements/construction inspection fee: 3% of cost of public improvements.**
- 11) Plan extension request (1-year extension): \$250.00.**
- 12) Subdivision public improvements/construction plan review: 0.3% of engineer's opinion of probable cost.
- 13) Legal lot determination: \$50.00.**
- 14) Subdivision variance: \$300.00.
- 15) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 16) Technology fee: \$25.00 except where indicated by**
- 17) Service extension request application fees:
 - a) Request not requiring city participation: \$200.00.
 - b) Request requiring city participation: \$500.00.
 - c) Technology fee: \$25.00.

Sec. A1.004 Development fees

- 1) Parkland fee-in-lieu of land dedication fees:
 - a) Residential: \$800.00 per unit.
 - b) Nonresidential: \$975.00 (minimum); \$975.00 per acre for 3 or more acres.
- 2) SER Review of Water and Wastewater Fee:
 - a) Administration Fee for SER Review of Water and Wastewater: \$300.00

b) Water:

Tier	LUE Range	Corresponding Peak Hour Flow	Fee Per SER
Tier 1	0-149 LUE's	326 gpm (0.47 mgd)	\$1,600.00
Tier 2	150-299 LUE's	654 gpm (0.94 mgd)	\$2,460.00
Tier 3	300-899 LUE's	1,967 gpm (2.83 mgd)	\$3,630.00
Tier 4	900-1,499 LUE's	3,297 gpm (4.72 mgd)	\$5,320.00

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

c) Wastewater

Tier	LUE Range	Corresponding Peak Flow in Gravity Line*	Fee Per SER
Tier 1	0-149 LUE's	Up to 15% of 15-inch gravity line at minimum slope flowing full	\$2,340.00
Tier 2	150-299 LUE's	Up to 15% of 21-inch gravity line at minimum slope flowing full	\$3,690.00
Tier 3	300-899 LUE's	Up to 15% of 36-inch gravity line at minimum slope flowing full	\$5,130.00
Tier 4	900-1,499 LUE's	N/A	\$9,690.00

*Full pipe capacity calculated minimum slope as per the City Utility Criteria Manual (UCM). Peak flow calculated using Peak Wet Weather Flow per the City UCM.

Any development submitted to the City with a proposed LUE count of 1,500 or above will require a separate project-specific SER review fee negotiation

Sec. A1.005 Site plan fees

- 1) Site plan review fee: \$1,000.00 plus \$100.00 per acre. A resubmittal fee of 25% of the original fee is due at the third submittal for the project, 33% of the original fee at the fourth submittal, and 50% of the original fee for any review after the fourth submittal
- 2) Site plan revision: Half of the original site plan fee for the project.
 - a) Technology fee: \$25.00.
- 3) Site inspection fee: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 4) Site inspection fee (public improvements only): 3% of cost of public improvements.
- 5) Minor deviations/design modifications: \$200.00 plus \$0.05/sq. ft. for impervious cover.
- 6) Fire review fees: Fire review fees shall be established by the Williamson County Emergency Services District No. 3.
- 7) Right-of-way use permit fees. Driveway/flatwork/sidewalk/curb cut only:
 - a) Application fee: \$100.00.

- b) Inspection fee: \$85.00 for residential, \$100.00 for commercial.
- c) Technology fee: \$5.00.
- 8) Right-of-way use permit fees:
 - a) Application fee (applied to inspection fee): \$500.00.
 - b) \$500.00 or 3% of construction cost inspection fee, whichever is greater.
- 9) Clearing and grading permit fees:
 - a) Application fee: \$100.00.
 - b) Technology fee: \$7.00.

10) Regional Stormwater Management fees:

- a) Single-family: \$1,600.00 per acre
- b) Multifamily: \$3,200.00 per acre
- b)c) Commercial/Industrial: \$4,800.00 per acre

Sec. A1.006 Building plan review fees

Building plan review fees:

- 1) New residential building permit fee: \$1,600.00 flat fee.
- 2) Residential addition/remodel building permit fee: \$75.00
- 3) Commercial: 65% of commercial permit fee. Required for all new commercial construction and commercial addition permits.
- 4) Building Permit Revisions: professional recovery fee (amount invoiced by the third party consultant)
- 5) Certificate of appropriateness (historic district only):
 - a) Minor projects: \$30.00.
 - b) Major projects (i.e., new construction): \$250.00.
 - c) Technology fee: \$7.00.
- 6) Master plan submittal: \$500.00 per new home plan compliance review.

Sec. A1.007 Building permit fees

- 1) Payment. Fees for building permits double if work on the project begins prior to issuance of the permit. All permit fees are to be paid in advance by the licensed party who applies for the permit. Building valuation is determined by the International Code Council (ICC) Building Valuation Data Table (BVD). This calculation takes the total square feet of a structure multiplied by the amount found on the BVD table for the building group and construction type.
- 2) New commercial/residential addition/commercial addition/commercial remodel permit fees: Includes required inspections. Reinspection are an additional fee. All fees are based on the most recent ICC valuation table.
 - a) Inspection/Reinspection: \$85.00 residential and \$100.00 commercial/multi-family (each inspection). After 3rd failed inspection, must wait 2 business days for reinspection.
 - i) MedGas Inspection: \$250.00 per inspection.
 - b) Technology fee:
 - i) Residential building permit: \$10.00.
 - ii) Commercial building permit: \$20.00.
- 3) Miscellaneous permits/inspections by type:
 - a) Technology fee: \$7.00 for all miscellaneous permits, except where indicated by **.
 - b) Move-in permit fee (modular structure): \$150.00.

- c) Demolition:
 - i) Residential: \$50.00.
 - ii) Commercial: \$150.00.
- d) Storage building permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s). Reinspection are an additional fee.
- e) Water softener, water heater, irrigation, spa, hot tub, HVAC, solar panel, and wind turbine permits: \$50.00, plus required inspection(s) fees. Reinspection are an additional fee.
- f) Pool permit (in ground): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspection are an additional fee.
- g) Pool permit (above ground, over 24" tall): \$25.00 review fee, plus \$0.10 per square foot if over 200 square feet, plus required inspection(s) fees. Reinspection are an additional fee.
- h) Patio/deck permit: \$50.00 review fee, if over 200 square feet \$100.00, plus required inspection(s) fees. Reinspection are an additional fee.
- i) Fire safety inspection: Fire safety inspection for commercial buildings is set by Williamson County Emergency Services District No. 3.
- j) Tree removal permit:**
 - i) Undeveloped or redevelopment site:
 - (1) Trees with a DBH of at least 6", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
 - ii) Developed site:
 - (1) Trees with a DBH of at least 2.5", regardless of health: Permit required; no fee.
 - (2) Nuisance, diseased, dangerous or dead trees: No permit required; no fee.
- k) HUD-code manufactured home fees:
 - i) Permit application fee: \$100.00.
 - ii) License application or renewal fees: \$50.00.
 - iii) License transfer fee: \$50.00.
- l) Sign permits:
 - i) Regular signs (on buildings or freestanding):
 - (1) Signs meeting code requirements, fee due upon application: \$5.00 per square foot of facing.
 - (2) Sign master plan application fee: \$100.00.
 - ii) Signs requiring variances:
 - (1) Processing fee: \$100.00.
 - (2) If variance approved: \$15.00 per square foot of facing.
 - (3) If variance approved for sign master plan: \$10.00 per square foot of facing.
 - iii) Temporary signs:
 - (1) Temporary commercial signage, per sign: \$50.00.
 - (2) A-frame sign: \$30.00 (1 year).
 - (3) Public information sign: Permit required; no fee.**
 - (4) Political sign: No permit required; no fee.**
- m) Certificate of occupancy (change of commercial tenant or ownership): \$50.00 plus inspection fee
- n) Temporary certificate of occupancy: \$250.00 per issuance.
- o) Occupation of a structure prior to issuance of a certificate of occupancy: \$100.00 per day of occupancy

prior to issuance of a certificate of occupancy.

- p) Temporary job/construction trailer: \$30.00.
- q) Remodel-residential: \$50.00 plus required inspection(s) fees. Reinspection are an additional fee.
- r) Inspection for habitable dwelling. Building or home 5 years or older: \$100.00.
- s) All inspections and reinspection not listed above: \$85.00 each residential and \$100.00 each commercial.**
After 3rd failed inspection, must wait 2 business days for reinspection and reinspection is \$100.00 for residential and \$125 for commercial.
- t) Building and Standards Application: \$500.00 plus professional recovery fee (amount invoiced by the building consultant if required and hired by the city).

Sec. A1.008 Map and plan documents

1) Printed map products:

- a) Black and white or color map:
 - i) 8.5" x 11": \$5.00.
 - ii) 11" x 17": \$10.00.
 - iii) 34" x 48": \$20.00.
- b) Map tube: \$2.00.
- c) Postage: \$4.00 depending on additional postage fees.
- d) 2-day request: \$40.00.
- e) As-built plans (24" x 36"): \$10.00.

2) GIS/CD/e-mail products:

- a) PDF file: \$10.00.
- b) JPG file: \$10.00.
- c) CD: \$15.00.
- d) DVD: \$15.00.
- e) Postage: \$4.00 depending on additional postage fees.
- f) Shape file:
 - i) Each layer: \$35.00.
 - ii) Parcel layer: \$70.00.
- g) Aerial:
 - i) Individual panels (per panel): \$35.00.
 - ii) All panels: \$860.00.
- h) As-built plans (electronic): \$25.00.

- 3) GIS custom maps: GIS is not authorized to prepare custom maps. However, should the preparation of a custom map be authorized by the planning director, the customer will be charged on a per-hour basis. \$75.00 for the first hour, \$35.00 for each additional hour.

Sec. A1.009 Right-of-way fees for network providers

- 1) Application fees. The application fees shall be assessed on the number of node support poles and/or network nodes contained in an application for installation at the following rates:
 - a) Five hundred dollars (\$500.00) per application. This amount will cover applications covering up to five network nodes;
 - b) For applications with more than five network nodes, there shall be an additional two hundred and fifty

- dollars (\$250.00) fee for each additional network node (limit of 30 nodes total); and
- c) One thousand dollars (\$1,000.00) per application for each node support pole.
- 2) Rent from network providers.
- a) Network nodes. The annual network node site rental rate as set in chapter 284 sec. 284.053, Tex. Loc. Gov. Code, shall be \$250.00 per network node, with annual CPI adjustment as provided for in chapter 284, section 284.054.
- b) Poles. Chapter 284, section 284.053 does not provide a separate rate for poles.
- c) Transport facility. The annual transport facility rental rate as set in chapter 284 section 284.055 shall be \$28.00 monthly for each network node, unless an equal or greater amount is paid the city, e.g., under chapter 283, Tex. Loc. Gov. Code or chapter 66, Tex. Util. Code.
- 3) Annual collocation on service pole attachment fee. Twenty dollars (\$20.00) per network node permitted to be collocated on a city service pole.

ARTICLE A2.000 PUBLIC SAFETY

Sec. A2.001 Police department fees

- 1) Hourly rate for police unit (vehicle) on security detail, per hour: \$15.00.

Sec. A2.002 Animal control fees

Animal control: [chapter 4](#) of the Code of Ordinances. All fees set forth shall apply as adopted by the county commissioner's court for the regional animal shelter, as amended.

- 1) Dog registration for sterilized animal, per tag: \$5.00.
- 2) Dog registration for unsterilized animal, per tag: \$10.00.
- 3) Impoundment fee, registered: \$30.00.
- 4) Impoundment fee, unregistered: \$60.00.
- 5) Return charge for loose livestock that are picked up, per occurrence: \$65.00.
- 6) Holding fee, per day: \$10.00.
- 7) Rabies vaccination, per animal: \$15.00.
- 8) Pick up deceased owner animal, per animal: \$25.00.
- 9) Fee for dropping off animal - owner surrender, per occurrence: \$25.00.
- 10) Additional drop-off fee with litter, per occurrence: \$25.00.

Sec. A2.003 Traffic fines

The municipal judge has discretion to charge the maximum fee per state law depending on the violation. In addition to traffic fines, a person convicted of a misdemeanor shall pay court cost mandated by the state. Other fines charged are established in the Code of Ordinances and state law.

Sec. A2.004 City ordinances

As stated in chapter 1, [section 1.01.009](#) of the code, the city council may establish the following penalties:

- 1) A fine up to \$2,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern: fire safety, zoning, public health and sanitation;
- 2) A fine up to \$4,000.00 in all cases arising under the ordinances, resolutions, rules or orders that govern illegal dumping of refuse; and
- 3) A fine up to \$500.00 for all other city violations.

Sec. A2.005 Unlawful passing of school buses

Unlawfully passing a school bus is punishable by a fine of \$500.00–\$1,250.00 for first offense, or \$1,000.00–\$2,000.00 for second or subsequent offense.

Sec. A2.006 Failure to maintain motor vehicle liability insurance

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$175.00 or more than \$350.00; if a person has been previously convicted of this offense, it is punishable by fine of not less than \$350.00 or more than \$1,000.00.

Sec. A2.007 Parked in handicap zone

Conviction of this offense is a misdemeanor punishable by a fine of not less than \$500.00 or more than \$750.00; if a person has been previously convicted of this offense, it is punishable by a fine not less than \$550.00 or more than \$800.00; and if that person has been convicted three times of this offense, a fine of not less than \$800.00 or more than \$1,100.00.

Sec. A2.008 Time payment fee (article 102.030 Code of Criminal Procedure)

Municipal court shall collect a fee of \$15.00 from a person who has been convicted, pays any part of a fine, court cost or restitution on or after the 31st day after the date judgment is entered.

Sec. A2.009 Food sanitation fees (25 Texas Administrative Code section 229.161–171, 229.173–175)

Fees under this subsection are to be reviewed and regulated by the county and cities health district.

ARTICLE A3.000 PUBLIC WORKS

Sec. A3.001 Solid waste collection

- 1) Monthly fees. Monthly fees are based on cart selection. Bulky waste pickup is not included with the 65-gallon solid waste cart selection.

	95-gal. solid waste	95-gal. solid waste	65-gal. solid waste	65-gal. solid waste
	95-gal. recycling	65-gal. recycling	95-gal. recycling	65-gal. recycling
Solid waste	\$11.37	\$11.37	\$9.79	\$9.79
Recycling	\$4.37	\$3.61	\$4.37	\$3.61
Bulky waste	\$0.52	\$0.52	n/a	n/a
Street maintenance (6%)	\$0.98	\$0.93	\$0.85	\$0.81
Sales tax (8.25%)	\$1.43	\$1.36	\$1.24	\$1.18
Total monthly cost	\$18.67	\$17.79	\$16.25	\$15.39

- 2) Additional carts: 50% of monthly rate.
- 3) Tenant clean out (includes up to 10 cubic yards): \$150.00.
- 4) Additional pickup request (includes up to 3 cubic yards or 6 carts): \$8.75 per pickup.

Sec. A3.002 Assessments

- 1) Lot cleanup: Actual cost plus \$100.00 administrative fee.

ARTICLE A4.000 PUBLIC FACILITY RENTALS

Sec. A4.001 Facilities and equipment rental

Rental procedures and forms will be set and made available through the parks and recreation department.

1) Generally.

- a) A security deposit shall be required to rent park facilities. Upon inspection and determination that facilities have not been damaged and clean-up cost have not been incurred, the deposit shall be refunded.
- b) A fee will be charged for the preparation of athletic fields (striping).
- c) A per hour, per staff member fee will be charged if a city employee is required to be present during usage.

2) Park facilities.

	Resident	Nonresident	Deposit	
			Private Parties	Corporations
Fritz Park Large Pavilion				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Hutto Community Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00
Adam Orgain Pavilions				
Hourly rate (2-hr minimum)	\$20.00	\$30.00	\$200.00	\$400.00
Half day rate	\$140.00	\$210.00	\$200.00	\$400.00
Full day rate	\$300.00	\$450.00	\$200.00	\$400.00
Hutto Lake Park Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00
Glenwood Pavilion				
Hourly rate (2-hr minimum)	\$10.00	\$15.00	\$200.00	\$400.00
Half day rate	\$70.00	\$105.00	\$200.00	\$400.00
Full day rate	\$150.00	\$225.00	\$200.00	\$400.00

3) Athletic fields:

	Resident	Nonresident	Deposit	
			Hourly	4 or more hours
Holmstrom Field				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Nguyen Field				
Hourly (lights)	\$150.00	\$175.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Mager Fields (per field)				
Hourly (lights)	\$100.00	\$125.00	\$100.00	\$400.00
Hourly (no lights)	\$75.00	\$100.00	\$100.00	\$400.00
Creek Fields (per field)				
Hourly (no lights)	\$25.00	\$50.00	\$100.00	N/A

4) Concession facilities.

	Resident Daily Rate	Nonresident Daily Rate	Deposit
Holmstrom			
Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00
Mager			
Monday–Friday	\$15.00	\$15.00	\$300.00
Saturday–Sunday	\$50.00	\$50.00	\$300.00

5) Field preparation and staffing.

	Football	Soccer	Baseball/Softball
Stripping fee	\$150.00	\$100.00	\$35.00
Staffing (as needed, hourly)	\$25.00	\$25.00	\$25.00

6) Equipment. Equipment may be rented if available, in conjunction with a paid field rental and deposit.

Equipment - Per day	Fee
Field equipment	\$35.00

7) Brushy Creek Amphitheater

Adam Orgain/Brushy Creek Amphitheater	Resident Rate	Non-Resident Rate	Deposit
Amphitheater Non-Commercial Rate (per day)	\$2,000.00	\$2,400.00	\$400.00
Amphitheater Commercial Rate (per day)	\$3,000.00	\$3,600.00	\$400.00
Parking Lot & Pavilion A	\$700.00	\$950.00	\$400.00
Festive Site & Pavilion B Non-Commercial Rate (per day)	\$1,800.00	\$2,250.00	\$400.00
Festive Site & Pavilion B Commercial Rate (per day)	\$2,300.00	\$2,850.00	\$400.00
Green Room Non-Commercial (2 hours minimum)	\$50.00/hour	\$75.00/hour	\$400.00
Green Room Commercial (2 hours minimum)	\$75.00/hour	\$100.00/hour	\$400.00
Amphitheater & Festive Site & Pavilion B Non-Commercial (per day)	\$2,800.00	\$3,450.00	\$400.00
Amphitheater & Festive Site & Pavilion B Commercial (per day)	\$3,800.00	\$4,450.00	\$400.00

Sec. A4.002 Youth sports association facility fees

- 1) All youth associations will be required to pay no less than a \$5.00 nonresident fee per season for each nonresident child in the association.
- 2) A formal agreement, approved by the city council, with each sports association may establish a separate fee schedule.

Youth Leagues	Fees
Electric rate - hourly	\$20.00
Per nonresident rate	\$50.00

Sec. A4.003 Recreation program fees

All recreation program fees are set by the director of parks and recreation on a case-by-case basis. Nonresidents shall pay a \$5.00 surcharge per class.

ARTICLE A5.000 UTILITIES

Sec. A5.001 Deposits for water and wastewater accounts

Deposits for all water and wastewater accounts per connection. If average monthly consumption is found to be in excess of the minimum, the customer may be assessed an additional deposit as determined by the city manager.

1) Water and wastewater, per customer:

- a) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or through a credit check.
- b) Average payment history: \$150.00.**
- c) Poor payment history: \$250.00.**

*\$150.00 deposit will be charged for any customer without a deposit who is disconnected for nonpayment.

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

2) Wastewater only:

- a) Good payment history: \$0.00.* Deposit may be waived with a letter of good credit ([section 24.04.038](#)) or a through credit check.
- b) Average payment history: \$100.00.**
- c) Poor payment history: \$200.00.**

**An additional \$50.00 deposit will be charged to customers disconnected for nonpayment.

***Final determination of credit history to be made by the city utility billing supervisor.

3) Nonresidential deposits: Nonresidential deposits are outlined in [section 24.04.038](#) in the Code of Ordinances. The minimum nonresidential deposit is equal to the residential deposit.

4) Temporary meters, per meter: \$1,500.00.

Sec. A5.002 Connection fees

1) Water:

- a) 5/8" and 3/4" meter: \$600.00.
- b) 1" meter: \$750.00.
- c) 1-1/2" meter: \$1,100.00.
- d) 2" meter: \$1,300.00.
- e) Above 2" meter: Actual meter costs plus \$300.00.

2) Wastewater:

- a) Up to 8" connection: \$850.00 inside city; \$300.00 developer installed.
- b) Above 8" meter: Actual materials and labor costs plus \$500.00; \$300.00 developer installed.

Sec. A5.003 Other service charges

- 1) New account charge/transfer account charge: \$35.00.
- 2) Processing fee due to disconnection of services for nonpayment: \$50.00. (Jonah and Manville customers will be assessed this processing fee plus an additional \$50.00 disconnect fee charged by those providers.)
- 3) After-hours connection fee/reconnection fee: \$50.00 in addition to above.
- 4) Meter reread charge: \$25.00.
- 5) Tampering with a locking device: \$250.00.
- 6) Return trip fee: \$35.00, required if technician has to return location to connect water due to customer action.
- 7) Temporary fire hydrant backflow prevention testing: \$75.00.
- 8) Repair service damaged by construction: Cost of materials and labor

Sec. A5.004 Impact fees

- 1) For plats recorded between November 21, 2006, and January 31, 2013.
 - a) Water, per service unit equivalent: \$4,363.00.
 - b) Wastewater, per service unit equivalent: \$1,068.00.
- 2) For plats recorded between February 1, 2013, and February 3, 2021.
 - a) Water, per service unit equivalent: \$3,625.00.
 - b) Wastewater, per service unit equivalent: \$2,128.00.

- 3) For plats recorded after February 4, 2021.
 - a) Water, per LUE: \$8,832.00.
 - b) Wastewater, per LUE: \$2,788.00
- 4) Traffic Impact Fee
 - a) Residential Land Use per Vehicle Mile: \$784.31
 - b) Non-Residential Land Use per Vehicle Mile: \$400.00

Sec. A5.005 Retail water and wastewater rates

- 1) Outside city rates: Outside city rates are 1.15 times inside city rates.

- 2) Water rates:

- a) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.48	\$29.30
1" meter	\$38.24	\$43.97
1-1/2" meter	\$63.72	\$73.28
2" meter	\$127.44	\$146.55
3" meter	\$203.91	\$234.50
4" meter	\$407.80	\$468.97
6" meter	\$637.19	\$732.77
8" meter	\$1,274.39	\$1,465.55

- b) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Single-family residential:		
Monthly use between:		
0 to 5,000 gallons	\$5.08	\$5.84
5,001 to 12,000 gallons	\$6.60	\$7.59
12,001 to 25,000 gallons	\$8.90	\$10.24
25,001 gallons or more	\$12.00	\$13.80
Nonresidential, all consumption		
Monthly use between:		
0 to 25,000 gallons	\$7.81	\$8.98
25,001 gallons or more	\$8.57	\$9.86
Irrigation, all consumption	\$8.90	\$10.24
Construction, all consumption	\$8.90	\$10.23

- 3) Wastewater rates:

a) Minimum monthly charge (demand):

Meter Size	Inside City	Outside City
5/8" and 3/4" meter	\$25.31	\$29.11
1" meter	\$39.49	\$43.68
1-1/2" meter	\$63.29	\$72.78
2" meter	\$126.56	\$145.56
3" meter	\$202.50	\$232.88
4" meter	\$405.01	\$465.75
6" meter	\$632.83	\$727.76
8" meter	\$1,265.66	\$1,455.51

b) Volume rate (per 1,000 gallons):

	Inside City	Outside City
Residential*	\$6.33	\$7.28
Nonresidential**	\$7.28	\$8.36

c) Monthly rate (volume and demand):

	Inside City	Outside City
Flat rate customers	\$60.38	\$69.43

d) Drainage fee: \$4.00 per customer per month.

*Based on winter water use average.

**Based on monthly water meter readings. Nonresidential customers with a 5/8" or 3/4" water meter will continue to base their bill on the winter water use average unless a separate irrigation meter is installed. Wastewater-only customers must report monthly water readings. Late or underreported usage will be subject to late fees in accordance with [section 24.04.040](#) and disconnection for nonpayment.

Sec. A5.006 Unmetered fire protection systems

Unmetered fire protection systems, per connection, minimum charge per month, per service size:

- 1) 2-inch: \$8.00.
- 2) 6-inch: \$20.00.
- 3) 8-inch: \$30.00.

Sec. A5.007 Bulk water rate

Bulk water rate per 1,000 gallons: \$3.50.

Sec. A5.008 Drought contingency plan fees

1) Water allocation surcharges for stage 6 response:

a) Single-family residential customers:

- i) \$10.00 for the first 1,000 gallons over allocation.
- ii) \$15.00 for the second 1,000 gallons over allocation.
- iii) \$20.00 for the third 1,000 gallons over allocation.

iv) \$25.00 for each additional 1,000 gallons over allocation.

b) Master-metered multifamily residential customers:

i) \$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

ii) \$15.00 thereafter for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

iii) \$20.00 thereafter for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

iv) \$25.00 thereafter for each additional 1,000 gallons over allocation.

c) Commercial customers:

i) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

(2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

(3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

ii) Customers whose allocation is 3,000 gallons per month or more:

(1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(4) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

d) Industrial customers:

i) Customers whose allocation is 0 gallons through 3,000 gallons per month:

(1) \$10.00 per thousand gallons for the first 1,000 gallons over allocation.

(2) \$15.00 per thousand gallons for the second 1,000 gallons over allocation.

(3) \$20.00 per thousand gallons for the third 1,000 gallons over allocation.

(4) \$25.00 per thousand gallons for each additional 1,000 gallons over allocation.

ii) Customers whose allocation is 3,000 gallons per month or more:

(1) 3 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

(2) 5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

(3) 7 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

(4) 9 times the block rate for each 1,000 gallons more than 15 percent above allocation.

As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

2) Reconnection charge: Water reconnection charge following discontinuance of water service for conviction of three or more distinct violations of the plan: \$35.00.

ARTICLE A6.000 BUSINESSES

Sec. A6.001 Alcoholic beverage permit and license

Beginning January 1, 2022 there are no permit and license fees.

Sec. A6.002 Peddlers, solicitors, distributors, itinerant vendors and mobile street vendors

- 1) Peddler/solicitor: \$25.00 for each person permitted.
- 2) Distributor: \$25.00 for each person or group of persons.
- 3) Itinerant vendors/mobile street vendors:
 - a) 14-day permit: \$25.00 fee.
 - b) 30-day permit: \$35.00 fee.
 - c) 90-day permit: \$75.00 fee.
 - d) 180-day permit: \$100.00 fee.

ARTICLE A7.000 LIBRARY

- 1) Library cards:
 - a) Nonresident:
 - i) Family: No family cards.
 - ii) Individual: People not living within the city limits and children not currently enrolled in Hutto ISD schools may obtain a library card for \$10.00 annual fee. This will be effective April 1, 2015. This fee will be charged yearly at the time of renewal.
 - b) Replacement:
 - i) For 1st replacement: \$1.00.
 - ii) All additional replacement cards: \$5.00.
- 2) Copy/print and fax:
 - a) Black and white, per impression: \$0.10.
 - b) Color, per impression: \$0.25.
 - c) Fax: \$1.00 for the first page and \$0.25 for subsequent pages for local, toll free and long-distance digital faxing. No international or incoming faxes allowed.
- 3) Fines and fees:

Lost or damaged book fee: Cost of book
- 4) Interlibrary loan: Cost of return postage.

ARTICLE A8.000 MISCELLANEOUS FEES

- 1) Special events permit application fee: \$50.00.
- 2) Street closure permit application fee: \$25.00.
- 3) Fireworks display permit application fee: \$40.00.
- 4) Film application fee: \$500.00.
 - a) Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00 per day.
 - b) Partial, nondisruptive use of a public building, park, right-of-way, or public area: \$250.00 per day.
 - c) Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00 per block per day.
 - d) Partial closure or obstruction of a public street or right-of-way, including parking lots and on-street parking: \$25.00 per block per day.
 - e) Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses,

catering trucks, and other large vehicles): \$50.00 per block or lot per day.

5) Brush collection by city after storm:

- a) Minimum: \$15.00.
- b) Additional time in increments of five minutes: \$5.00.

6) Returned check fee (for any city payment): \$30.00.

7) Credit card processing fee, per transaction: Processing fee of 2% of the charge amount per transaction.

8) Certified copies:

- a) Standard or legal-size paper copies of city records: \$1.00 per page.
- b) Specialty paper and oversized paper copies of city records: Actual cost of copies plus \$1.00 per page.

9) Notary services: \$6.00/notary, or in accordance with section 406.024 of the Government Code.

(Ordinance O-2021-056 adopted 9/16/21)

AGENDA ITEM REPORT

12.15.



To: City Council
Subject: Consideration and possible action approving Ordinance No. O-2023-050 amending Article 14.07, Discrimination, of the Hutto Code of Ordinances to prohibit discrimination based on gender identity or sexual orientation (Second Reading) (Councilmember Dan Thornton and Mayor Pro Tem Peter Gordon)
Meeting: Thursday, August 17, 2023
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

No known fiscal impacts.

ATTACHMENTS:

1. Hutto Ord Amending 14.07 Discrimination Final 7.30.23

ORDINANCE NO. O-2023-050

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 14.07, DIVISION 1, OF THE CODE OF ORDINANCES TO PROHIBIT DISCRIMINATION BASED ON GENDER IDENTITY OR SEXUAL ORIENTATION; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

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

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

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

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

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

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

Section 2. Enactment: Chapter 14, Article 14.07, Section 001, Division 1 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 3rd day of August **2023**.

READ, PASSED, and ADOPTED on the second reading of this ____ day of _____, **2023** 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

Attachment “A”

14.01 Discrimination

Division 1 Generally

§ 14.07.001

It is hereby declared to be the public policy of the city that all of its residents and persons subject to its jurisdiction should enjoy equal freedom to pursue their aspirations and that discrimination against any individual or group because of race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression is detrimental to the peace, progress and welfare of the city.

Division 2 Fair Housing

§ 14.07.031 Declaration of policy.

(a) It is hereby declared to be the policy of the city of bring about through fair, orderly and lawful procedures the opportunity of each person to obtain housing without regard to race, color, creed, religion, sex, national origin, disability physical or mental handicap, marital familial status, parenthood, or age, sexual orientation, transgender, gender identity or gender expression.

(b) It is further declared that such policy is established upon a recognition of the inalienable rights of each individual to obtain housing without regard to ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ of race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression; and further that the denial of such rights through considerations based on ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression is detrimental to the health, safety and welfare of the inhabitants of the city and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

§ 14.07.032 Definitions.

As used in this division, the following words and phrases shall have the meanings respectively ascribed to them in this section, unless the context requires otherwise:

Age. In the context of unlawful discrimination on the basis of age, the prohibitions in this division shall be limited to individuals who are at least 40 years of age.

Disability. With respect to an individual:

- (1) A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- (2) A record of such an impairment; or
- (3) Being regarded as having such an impairment.

Discrimination. Disparate treatment or treatment resulting in disparate effect, which shall include, but not be limited to, withholding or denying of entry, services or facilities, or any other advantage offered to the general public.

Gender Expression. A person's external characteristics and behaviors including, but not limited to, dress, grooming, mannerisms, speech patterns and social interactions that are socially identified with a particular gender.

Gender Identity. A person's innate, deeply felt sense of gender, which may or may not correspond to the person's body or sex listed on their original birth certificate.

Sexual Orientation. Heterosexuality, same-gender relationships or bisexuality or being identified with such orientation.

Transgender. A person who experiences and/or expresses their gender differently from conventional or cultural expectations including, but not limited to those who express a gender that does not match the sex listed on their original birth certificate or who physically alter their sex.

§ 14.07.034 Discrimination in sale or rental of housing.

Except as exempted by section **14.07.038**, it shall be unlawful to:

(1) Refuse to sell or rent after the making of a bona fide offer or refuse to negotiate for the sale or rental of or otherwise make unavailable or deny a dwelling to any person because of ~~race,~~ color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(2) Discriminate against any person in the terms, conditions, or privileges of a sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of ~~race,~~ color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(3) Make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression, or an intention to make any such preference, limitation or discrimination.

(4) Represent to any person because of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(5) Induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

§ 14.07.035 Discrimination in housing financing.

It shall be unlawful for any bank, building and loan association, insurance company, or other person whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or the terms or conditions of such loan or other financial assistance because of the ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression of such person or such persons associated therewith or because of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings for which such loan or other financial assistance is to be made or given.

§ 14.07.036 Discrimination in providing brokerage service.

It shall be unlawful for any person to deny another person access to membership in or participation in any multiple listing service, real estate brokers' organization, or other service, organization or

facility relating to the business of selling and renting dwellings, or to discriminate against another person in the terms or conditions of such access, membership or participation, on account of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

§ 14.07.037 Unlawful intimidation.

It shall be unlawful for any person to harass, threaten, harm, damage or otherwise penalize any individual, group, or business if the individual, group, or business has complied with the provisions of this division or has exercised in good faith rights under this division, or has enjoyed the benefits of this division, or because such individual, group, or business has made a charge in good faith, testified in good faith or assisted in good faith in any manner in any investigation or in any proceeding hereunder or has made any report to the director.

§ 14.07.038 Exemptions and exclusions.

(a) Nothing in this division shall apply to:

(1) Any single-family house sold or rented by an owner, provided that:

(A) Such private individual owner does not own more than three (3) single-family houses at any one time;

(B) If the owner does not reside in the house at the time of the sale or was not the most recent resident of such house prior to the sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four-month period;

(C) Such bona fide private individual owner does not own any interest in, nor is there owned or reserved on such person's behalf, under any express or voluntary agreement, title to or any right to all or any portion of the proceeds from the sale or rental of more than three (3) such single-family houses at any one time;

(D) The sale or rental is made without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or person; and

(E) The sale or rental is made without the publication, posting or mailing of any advertisement or written notice in violation of this division; but nothing in this provision

shall prohibit the use of attorneys, escrow agents, abstractors, title companies and other such professional assistance as necessary to perfect or transfer the title.

(2) Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

(b) For the purposes of subsection (a), a person shall be deemed to be in the business of selling or renting dwellings if:

(1) He has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein;

(2) He has, within the preceding twelve (12) months, participated as agent, other than in the sale of his own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or

(3) He is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(c) Nothing in this division shall prohibit a religious organization, association or society or a nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(d) Nothing in this division shall prohibit a private club, not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members, or from giving preference to its members.

(e) Nothing in this division shall bar any person from owning and operating a housing accommodation in which rooms are leased, subleased or rented only to persons of the same sex,

when such housing accommodation contains common lavatory, kitchen or similar facilities available for the use of all persons occupying such housing accommodation.

(f) Nothing in this division shall prohibit the sale, rental, lease or occupancy of any dwelling designed and operated exclusively for senior adults and their spouses, unless the sale, rental, lease or occupancy is further restricted on account of ~~race, color, creed, religion, sex, national origin, physical or mental handicap, marital status, parenthood, or age~~ race, creed, color, sex, religion, disability, age, national origin, familial status, sexual orientation, transgender, gender identity or gender expression.

(g) Nothing in this division shall bar a person who owns, operates or controls rental dwellings, whether located on the same property or on one or more contiguous parcels of property, from reserving any grouping of dwellings for the rental or lease to tenants with a minor child or children; provided, however, in the event that said reserved area is completely leased or rented, the person owning, operating or controlling said rental dwelling may not refuse to rent or lease any other available dwelling to the prospective tenant on the basis of the tenant's status as parent or any other of the protected classifications set forth in this division.

(2007 Code, sec. 1.06.038)

§ 14.07.039 Violations.

No person shall violate any provision of this division or knowingly obstruct or prevent compliance with this division.

(2007 Code, sec. 1.06.039)

§ 14.07.040 Enforcement.

(a) Generally.

The director of the human relations department shall have the responsibility of administering and implementing this division. The director may delegate the authority to investigate and conciliate complaints to other designated city employees.

(b) Complaints.

(1) Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereinafter referred to as the "charging party") may file a complaint with the director. Such complaint shall be in writing and shall identify the person alleged to have committed or alleged to be committing a discriminatory housing practice and shall state the

facts upon which the allegations of a discriminatory housing practice are based. The director shall prepare complaint forms and furnish them without charge to any person, upon request.

(2) The director shall receive and accept notification and referral complaints from the U.S. Attorney General and the Secretary of Housing and Urban Development pursuant to the provisions of title VIII, Fair Housing Act of 1968, Public Law 90-284, and shall treat such complaints hereunder in the same manner as complaints filed pursuant to subsection (1) above.

(3) All complaints shall be filed within one hundred eighty (180) days following the occurrence of an alleged discriminatory housing practice. Upon the filing or referral of any complaint, the director shall provide notice of the complaint by furnishing a copy of such complaint to the person named therein (hereinafter referred to as the “respondent”) who allegedly committed or was threatening to commit an alleged discriminatory housing practice. The respondent may file an answer to the complaint within fifteen (15) days of receipt of the written complaint.

(4) All complaints and answers shall be subscribed and sworn to before an officer authorized to administer oaths.

(5) If at any time the director shall receive or discover credible evidence and shall have probable cause to believe that any person or persons have committed a discriminatory housing practice as to which no complaint has been filed or is about to be filed, the director may prepare and file a complaint upon his own motion and in his own name, and such complaint shall thereafter be treated in the same manner as a complaint filed by a person aggrieved.

(2007 Code, sec. 1.06.040)

§ 14.07.041 **Investigation and conciliation.**

(a) Upon the filing or referral of a complaint as herein provided, the director shall cause to be made a prompt and full investigation of the matter stated in the complaint; provided, however, that before any charge becomes accepted for investigative purposes, the director or an investigator shall have personally reviewed with the charging party the allegations contained therein and shall have determined that said charge comes within the provisions of this division. In the event such review results in the determination that a particular charge does not come within the provisions of this division, the charging party shall be given a clear and concise explanation of the reasons why it does not.

(b) If the director determines that there is not probable cause to believe that a particular alleged discriminatory housing practice has been committed, the director shall take no further action with respect to that alleged offense.

(c) During or after the investigation, but subsequent to the mailing of the notice of complaint, the director shall, if it appears that a discriminatory housing practice has occurred or is threatening to occur, attempt by informal endeavors to effect conciliation, including voluntary discontinuance of the discriminatory housing practice, and to obtain adequate assurance of future voluntary compliance with provisions of this division. Nothing said or done in the course of such informal endeavors may be made public by the director, the commission, the investigator, the conciliator, the charging party, or the respondent, or be used as evidence in a subsequent proceeding, without the written consent of all persons concerned.

(d) Upon completion of an investigation where the director has made a determination that a discriminatory housing practice has in fact occurred, if the director is unable to secure from the respondent an acceptable conciliation agreement, then the human relations commission of the city must, upon a majority vote, refer the case to the city attorney for prosecution in municipal court or to other agencies as appropriate. With such recommendation of the director and the referral of the human relations commission, the director shall refer his entire file to the city attorney. The city attorney shall, after such referral, make a determination as to whether to proceed with prosecution of such complaint in municipal court.

§ 14.07.042 Penalty.

If a discriminatory housing practice is found to have in fact occurred and the case has been referred to municipal court, the respondent shall be assessed a penalty in accordance with the general penalty in section **1.01.009** of this code per violation.

AGENDA ITEM REPORT

13.1.



To: City Council
Subject: Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) related to Resolution No. R-2023-186 authorizing the City Manager to execute the First Amendment to the Second Amended and Restated Development Agreement for Durango Farms between MA Partners, LLC, and the City of Hutto, Texas
Meeting: Thursday, August 17, 2023
Department: Legal /
Staff Contact: Dottie Palumbo

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

Approve the Resolution as presented

STAFF REVIEW:

Staff recommends approval

FISCAL NOTES:

The PID (per lot) fee can be used to pay excess capital expenditures that benefit the District. The Owner will pay to the City any unpaid PID fees by December 2023. Additionally, the City will provide a transportation impact fee credit of \$1,017,080 as reimbursement for actual costs spent on FM 1660 and Mager Lane improvements, which improvements were included in City's CIP program as Project A21. Additionally, Owner has spent \$924,175.34 in unreimbursed PID Eligible Costs for which the City agrees that when the City PID Fee is paid to the City by December 2023, the City will authorize the release of 1/2 of the \$924,175.34.

ATTACHMENTS:

None

AGENDA ITEM REPORT

13.2.



To: City Council
Subject: Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and deliberate as allowed by Texas Government Code Section 551.087 (Deliberation Regarding Economic Development Negotiations) relating to Resolution No. R-2023-190 providing for the waiver of or reduction of development fees relating to Project 1101
Meeting: Thursday, August 17, 2023
Department: City Manager /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None