



City of Hutto

Agenda

City Council Meeting

Thursday, June 20, 2024 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. PROCLAMATIONS

5.1. PTSD Awareness Month

5.2. Chris Kelley 5K race

6. CITY MANAGER COMMENTS

7. 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 June 20, 2024. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

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.

8.2. Consideration and possible action appointing the Mayor Pro Tem pursuant to Hutto City Charter Section 3.05 (Legal)

9. OTHER BUSINESS

9.1. Discussion and possible action regarding Council Protocols including but not limited to Section 2 - Meetings (Mayor Snyder)

- 9.2. Discussion and possible action on repealing or directing staff to amend Ordinances No. O-2023-024 and/or O-2023-060 regarding personal financial disclosure statements (Mayor Snyder)
- 9.3. Discussion and possible action regarding City of Hutto Utility Credit Card Processing Statements (Councilmember Porterfield)
- 9.4. Discussion and possible action on Avery Lake Interceptor Funding (Mayor Snyder)
- 9.5. Consideration and possible action relating to TPDES Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)

10. CONSENT AGENDA ITEMS

- 10.1. Consideration and possible action on Resolution No. R-2024-124 authorizing the City Manager to execute a multi-year contract in an amount of \$196,280.47 with VertexOne Software, LLC for a water customer engagement solution using Advanced Metering Infrastructure water use data to manage conservation, leaks, communications, and water savings. (Monica Burke, Rick Coronado)
- 10.2. Consideration and possible action on Resolution No. R-2024-125 accepting the infrastructure improvements for the non-residential site development known as Hutto Innovation Titan Building 7 (Rick Coronado)
- 10.3. Consideration and possible action on Resolution No. R-2024-126 suspending the July 8, 2024 effective date of Texas Gas Service Company's requested increase to permit time to study the request and to establish reasonable rates; approving cooperation with other cities in the Texas Gas Service Company's Central-Gulf Service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in GUD No. 17471 at the Railroad Commission; requiring reimbursement of cities' rate case expenses; 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)
- 10.4. Consideration and possible action on Resolution No. R-2024- 127 authorizing the City Manager to execute Individual Project Order (IPO) 2023-16 for professional services with Garver LLC, in the amount of \$35,000, for the 2024 Rail Crossing Elimination of the CR 132 Overpass at US 79 (CIP T07-2023). (Patricia)
- 10.5. Consideration and possible action on acceptance of the May 2024 financial report (Alberta Barrett)
- 10.6. Consideration and possible action on approving the June 6, 2024 City Council Work Session and Meeting minutes (Amanda Taylor)

11. 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).

- 11.1. Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), and deliberations pursuant to Texas Government Code Section 551.087 (Economic Development Negotiations) related to pending economic development projects being considered by the Hutto Economic Development

Corporation or the City of Hutto, including but not limited to Project Titan; Project NQ2; EDC Moving Systems; and the Paradigm Expansion Project.

- 11.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), related to pending and/or Council legal requests, potential claims and pending litigation, including but not limited to the Star Ranch Development Agreement, as amended and Prairie Winds Public Improvement District authorized improvements and financing.
- 11.3. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and 551.072 related to acquisition of real property interests located near the intersection of County Roads 481 and 482 for the Shiloh Pump Station water system improvements.
- 11.4. Receive legal advice pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and 551.072 related to the acquisition of real property interests located near County Road 132 for the Megasite Wastewater lines project.

12. ACTION RELATIVE TO EXECUTIVE SESSION

- 12.1. Consideration and possible action on executive session items.

13. 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.

- 13.1. General Comments from City Council
- 13.2. Future Agenda Items
- 13.3. Future Additional or Rescheduled meetings as allowed by Hutto City Code Section 1.02.033 Additional or Rescheduled Meetings

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the June 20, 2024 Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on DATE before 5:00 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 Amanda.Taylor@huttotx.gov or call (512) 759-5995 for assistance.



A PROCLAMATION RECOGNIZING PTSD AWARENESS MONTH

WHEREAS, PTSD IS A SERIOUS MENTAL HEALTH CONDITION THAT CAN DEVELOP AFTER EXPERIENCING OR WITNESSING A TRAUMATIC EVENT, SUCH AS COMBAT, NATURAL DISASTERS, ACCIDENTS, OR VIOLENCE, CAUSING SIGNIFICANT DISTRESS AND IMPAIRMENT IN DAILY FUNCTIONING; AND

WHEREAS, PTSD NOT ONLY IMPACTS THE INDIVIDUALS DIRECTLY AFFECTED BUT ALSO THEIR FAMILIES, COMMUNITIES, AND SOCIETY AS A WHOLE, WITH FAR-REACHING CONSEQUENCES ON MENTAL HEALTH, RELATIONSHIPS, AND OVERALL WELL-BEING; AND

WHEREAS, RAISING AWARENESS ABOUT PTSD IS CRUCIAL IN REDUCING STIGMA, PROMOTING UNDERSTANDING, AND ENCOURAGING EARLY INTERVENTION AND ACCESS TO EFFECTIVE TREATMENT AND SUPPORT SERVICES; AND

WHEREAS, THROUGH EDUCATION, ADVOCACY, AND COMPASSIONATE SUPPORT, WE CAN CREATE A MORE INCLUSIVE AND SUPPORTIVE ENVIRONMENT FOR THOSE LIVING WITH PTSD, EMPOWERING THEM TO SEEK HELP AND EMBARK ON A JOURNEY TOWARDS HEALING AND RECOVERY; AND

WHEREAS, AS A COMMUNITY, WE RECOGNIZE THE RESILIENCE AND STRENGTH OF INDIVIDUALS LIVING WITH PTSD AND HONOR THEIR COURAGE IN FACING THEIR CHALLENGES WITH DETERMINATION AND PERSEVERANCE;

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY PROCLAIM JUNE 2024 AS:

PTSD AWARENESS MONTH

AND ENCOURAGE ALL HUTTO RESIDENTS TO JOIN HANDS IN SOLIDARITY TO RAISE AWARENESS, FOSTER EMPATHY, AND BUILD A MORE COMPASSIONATE SOCIETY WHERE THOSE AFFECTED BY PTSD CAN FIND HOPE, HEALING, AND THE SUPPORT THEY NEED TO THRIVE.

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR



**A PROCLAMATION RECOGNIZING
THE 9TH ANNIVERSARY OF THE
CHRIS KELLEY 5K RACE**

WHEREAS, CHRIS KELLEY 5K RACE HONORS THE MEMORY OF CHRIS KELLEY, A BELOVED MEMBER OF OUR COMMUNITY; AND

WHEREAS, CHRIS KELLEY 5K RACE WILL BE HELD ON SATURDAY, JUNE 22ND AT FRITZ PARK; AND

WHEREAS, THIS ANNUAL EVENT BRINGS TOGETHER INDIVIDUALS AND FAMILIES TO CELEBRATE CHRIS'S LIFE AND LEGACY, PROMOTING HEALTH, WELLNESS, AND COMMUNITY SPIRIT; AND

WHEREAS, THE CHRIS KELLEY 5K RACE RAISES AWARENESS AND FUNDS TO SUPPORT FIRST RESPONDERS, MILITARY, AND THEIR FAMILIES IN TIMES OF NEED; AND

NOW, THEREFORE, WE, THE CITY COUNCIL OF THE CITY OF HUTTO, DO HERBY PROCLAIM JUNE 24TH, 2024 AS:

THE 9TH ANNIVERSARY OF THE CHRIS KELLEY 5K RACE

IN HUTTO, TX AND ENCOURAGE ALL HUTTO RESIDENTS TO JOIN THEIR NEIGHBORS IN FRITZ PARK JUNE 22ND IN CHRIS KELLEY'S HONOR

CITY OF HUTTO, TEXAS

MIKE SNYDER, MAYOR

AGENDA ITEM REPORT

8.2.



To: City Council
Subject: Consideration and possible action appointing the Mayor Pro Tem pursuant to Hutto City Charter Section 3.05 (Legal)
Meeting: Thursday, June 20, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

The Hutto City Charter Section 3.05 requires that the Mayor Pro-tem be elected by the City Council at the first regular meeting following each regular City election as follows:

SECTION 3.05 MAYOR AND MAYOR PRO-TEM

The Mayor Pro-tem shall be: a Council member, elected by the City Council at the first regular City Council meeting following each regular City election. The Mayor Pro-tem shall act as Mayor during the disability, absence, or failure of the Mayor to carry out the duties of the office, and in this capacity shall have the rights conferred upon the Mayor. If the City Council Member serving as Mayor Pro-Tem, resigns for any reason, is removed from office in any manner authorized by law, or a forfeiture of his or her office occurs, the City Council shall at the next regular City Council meeting after the office is declared vacant, elect a Mayor Pro-Tem. (Amended May 6, 2017) (Amended May 1, 2021) (Amended May 4, 2024)

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.1.



To: City Council
Subject: Discussion and possible action regarding Council Protocols including but not limited to Section 2 - Meetings (Mayor Snyder)
Meeting: Thursday, June 20, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. City Council Protocol Policy - Amended 05-02-2024



**City Council Protocol Policy
Adopted May 19, 2022
Amended November 2, 2023
Amended November 16, 2023
Amended May 2, 2024**

1 Overview of Roles and Responsibilities

a) Role of the Mayor

The Mayor shall:

- 1) Act as the official head of the City for all ceremonial purposes.
- 2) Chair Council Meetings and Work Sessions of the City Council.
- 3) Vote on propositions that come before the City Council but shall have no power to veto.
- 4) When authorized by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.
- 5) Recognize comments from citizens at public meetings.
- 6) Call for special meetings.
- 7) Select a substitute for City representation when Mayor cannot attend.
- 8) Make judgment calls on proclamations, special presentations, etc.
- 9) Recommend subcommittees as appropriate for Council approval.
- 10) Lead the Council into an effective, cohesive working team.
- 11) Work with City Manager or designee to prepare the Council agenda.
- 12) Perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council.

b) Role of Mayor Pro-Tem

The Mayor Pro-Tem shall be elected by the City Council at the first regular City Council Meeting following each regular City election or allowed by the Hutto City Charter. If the Mayor Pro-Tem position becomes vacant or the Mayor Pro-Tem is removed by forfeiture of office, the Mayor Pro-Tem shall be elected at the next regular City Council Meeting to fill the remainder of the term of the Mayor Pro-Tem.

The Mayor Pro-Tem shall:

- 1) Act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

c) Role of a Council Member

All members of the City Council, including those serving as Mayor and Mayor Pro-Tem, have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members shall:

- 1) Fully participate in City Council Meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.

EXHIBIT A

- 2) Prepare in advance of Council Meetings and be familiar with issues on the agenda. Stay focused and act efficiently during public meetings.
- 3) Represent the City at ceremonial functions at the request of the Mayor.
- 4) Be respectful of other people's time. Serve as a model of leadership and civility to the community.
- 5) Inspire public confidence in Hutto government.
- 6) Provide contact information to the City Manager's Office in case an emergency or urgent situation arises while a Council member is out of town.
- 7) Demonstrate honesty and integrity in every action and statement.
- 8) Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Council Protocol Policy.

d) Meeting Chair's Responsibilities

The Mayor will chair official meetings of the City Council, unless the Mayor Pro-Tem or another Council member is designated as Chair of a specific meeting. This individual maintains order, decorum, and the fair and equitable treatment of all speakers and keeps discussion and questions focused on the specific agenda item under consideration.

e) Parliamentary Authority

- 1) *Robert's Rules of Order*, 12th Edition 2021, shall be the parliamentary authority for City Council Meetings, until the 13th or other successive edition is designated by the City Council Rules and Procedures may be adopted that conflict with *Robert's Rules of Order* and shall take precedence.
- 2) When rules and procedures are silent on an issue, *Robert's Rules of Order* shall prevail.
- 3) When *Robert's Rules of Order* conflict with statutes, the Charter, ordinances, resolutions, or motions of the City Council, the latter shall prevail.

f) Process for Appointment to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for making appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force:

- 1) The City Secretary shall collect applications.
- 2) After receipt of application, the City Secretary will verify that each applicant meets the qualifications for serving on the desired Board or Commission.
- 3) The list of applicants and vacancies will be sent to the Nominating Committee for consideration. (Applications will be available in a drop box for review by the entire Council).

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- 4) The Nominating Committee will consist of three (3) Council Members who will serve for one year, beginning January 1st of each year, and the chair of the Board or Commission whose vacancy is being considered. Council Members with odd-numbered seats (1, 3, 5) will begin service in odd-numbered years, and Members with even-numbered seats (2, 4, 6) will begin service in even-numbered years. The Mayor does not serve on the Nominating Committee.
- 5) The Chair of each Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force, if applicable, will also participate in the Nominating Committee when considering appointments to their specific Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force.
- 6) The Nominating Committee will review applications, interview applicants, and present recommendations to the full City Council at the next Council Meeting held after the meeting. The Nominating Committee shall notify the City Secretary of the names for nominees ahead of the meeting where they will be presented for a vote of the entire Council. The City Secretary shall notify the other Council Members of the impending nominations before the meeting.
- 7) All Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force appointments must be confirmed by a vote of the City Council.
- 8) No person can be appointed to a City-created Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force unless that person has filled out and submitted an appropriate application to the City Secretary before the meeting at which they are appointed by the City Council. A new application does not need to be submitted for a person being re-appointed to a position.
- 9) Appointments to the Economic Development Corporations, Local Government Corporations, and TIRZ Boards will follow the process as outlined in the Bylaws governing those organizations.
- 10) It is preferred, but not required, that appointees serve on only one Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force at a given time.
- 11) For Boards or Commissions having alternate members, upon the removal or resignation of a regular member, the alternate with the longest tenure shall be given first preference when filling the vacancy.
- 12) Reappointments of existing members only require written notice by the member to the Nominating Committee indicating they are interested and willing to continue serving in their current appointment. The Nominating Committee will not require a new application but may choose to interview the member prior to presenting the name to the City Council for reappointment.
- 13) The City Secretary's Office shall be responsible for orienting and swearing-in (if applicable) newly appointed members to Boards, Commissions, etc. This orientation shall include official notice of appointment, listing responsibilities, notifying the appointee of the days, times, frequency, and locations of meetings, and notifying the Chair of the appointment. This orientation shall be done as soon as practicable after the appointment is made.

EXHIBIT A

g) Process for Removal from a City Board, Commission, Committee, EDC, LGC, TIRZ or Task Force

The City Council is responsible for removing members from a City Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to remove members from a City Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force:

- 1) Absences – Any City Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force member whose attendance falls below 75% within a rolling 12- month period or missing four consecutive meetings shall be considered for removal. The Chair shall provide written notice to the City Secretary of the dates and reasons, if known, of the member's absences. The City Secretary shall work with the City Manager or designee to add an item to the next regular City Council Meeting for discussion and possible action on the removal of the member. The City Secretary shall also notify the member of their non-compliance of the attendance requirement to allow them an opportunity to respond.
- 2) Other Removals – A Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force member serves at the pleasure of the City Council and may be removed in either of the following manners:
 - a) Upon the recommendation of any member of the City Council and the affirmative vote of four (4) or more members of the City Council.
 - b) The Board, Commission, EDC, LGC, TIRZ, or Task Force may, by majority vote, submit to the City Council a recommendation for one of their own members to be removed. The Chair shall forward this recommendation to the City Secretary, who shall work with the City Manager or designee to add an item to the next regular City Council Meeting for discussion and possible action on the recommendation for removal. The City Council may remove the member by the affirmative vote of four (4) or more members of the City Council.
- 3) Vacancies shall be filled in accordance with the appointment procedures for new members.
- 4) These removal procedures do not apply to any Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force established by state or federal law, City Charter, or ordinance to the extent these procedures are in direct conflict with such other law.

h) Nomination and Voting Procedure for Positions not Subject to Nominating Committee Recommendations

For positions not subject to Nominating Committee recommendations, the City Council shall follow the procedure for nominations from the floor described below:

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1) Nominations:

- a) The presiding officer will call for nominations from the City Council by stating, for example, "Nominations are now in order for the office of..."
- b) A Member need not be recognized by the presiding officer to make a nomination, unless the Member wishes to speak in the debate on it at the same time.
- c) No second is required.
- d) The presiding officer repeats each nomination until all nominations for the office have been made.
- e) Members of the City Council are not required to make a nomination, but no Member may nominate more than one person.
- f) All nominations are completed before voting takes place.

2) Voting:

- a) Votes can be cast for any person who is eligible for election, even if that person has not been nominated.
- b) When called upon by the presiding officer, every Member, in turn, will state the name of the person they are voting for.
- c) If no nominee receives at least four votes, the nominee with the lowest votes shall be dropped from consideration and voting will be repeated for the remaining nominees. This procedure will be followed until one nominee receives at least four votes.
- d) Once a nominee receives at least four votes, a motion may be accepted to appoint such nominee to the office or position.
- e) After the motion is seconded, discussion on the motion is entertained and then a formal vote to appoint the nominee is conducted.
- f) If the motion fails, the nomination process may be repeated until the office or position is filled.

i) Charge from the Mayor and Council.

- 1) The Mayor and Council shall adopt a "charge" for every appointed Board, Commission, or Committee.
- 2) The charge shall be recommended by the appropriate City staff liaison designated by the City Manager.
- 3) The charge by definition establishes the direction, boundaries, and intended accomplishments of a Board, Commission, or Committee and includes appropriate elements, such as the following:
 - a) General powers and duties
 - b) Vision and/or mission statements
 - c) Goals, responsibilities
 - d) Officers, members
 - e) Qualifications
 - f) Ethics and standards of performance
 - g) Training requirements

EXHIBIT A

- h) Timeline, schedule, reporting dates
 - i) Meeting requirements
 - j) Accountability to Mayor and Council
 - k) Accessibility and accountability to the public
 - l) Liaison with City staff
- 4) The charge shall be reviewed in required orientation and subsequent training.
 - 5) The City Secretary shall develop a template for committee charges from the Mayor and Council.
 - 6) This charge shall be reviewed annually by Council and staff and updated or modified as necessary.

2 Meetings

a) Agenda Development, Review, and Posting

The agenda of each City Council Meeting is prepared as a joint effort between the Mayor, City Manager or designee, and any other staff members designated by the City Manager.

The Mayor may consult with the City Manager or designee regarding proposed agenda items to be included in the agenda of a regular or special meeting of the Council. The review may be waived by the Mayor or other presiding officer. If not waived, the review should be an update regarding the agenda, recommended actions, and other developments. The review shall focus on the agenda and related written materials and shall not constitute a briefing. The review shall not be subject to the posting requirements of the Texas Open Meetings Act, unless attended by additional Council Members.

Any two members of City Council may place items on the agenda by submitting them to the City Manager or designee or City Secretary preferably noon on the Tuesday of the week prior to the Thursday Council Meeting, but no later than the day of posting of the City Council Meeting. The request should state the nature of the item, the desired action by City Council, and include any supporting material. Once finalized, the proposed agenda and packet are placed into the designated City Council online file location on the Friday before the scheduled meeting date. Council members have until noon on the Monday before the scheduled meeting date to propose changes or corrections to the proposed agenda and packet. The agenda items placed by the members of the City Council are not subject to review by the Mayor, other Council Member, City Manager or designee, or other City staff member, nor is an agenda item subject to editing without the approval of the member of the Council who submitted it. The final agenda is posted on the City Hall Bulletin Board and on the City's website in accordance with the Texas Open Meetings Act (the "TOMA"). A link to the packet shall be emailed to all Council Members.

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b) Meeting Schedule

Regular meetings are held the first and third Thursdays of each month at 7:00 p.m., in the City Hall Council Chambers, 500 W. Live Oak Street, Hutto, Texas. Other meetings may arise on an as-needed basis, such as budget work sessions. A schedule of regular meetings is determined in December for the upcoming year. At times, scheduling conflicts will arise, and a regular meeting may be rescheduled to another day. Per the Hutto City Charter, any special meeting may be called by the Mayor or three (3) Council Members.

c) Work Sessions

Work Sessions have several purposes:

- 1) to discuss pending items for the Council agenda;
- 2) to discuss items that staff needs to bring to Council's attention;
- 3) to receive progress reports on current projects; and
- 4) to hear regular updates from members of appointed Boards, Commissions, or Task Forces.

Overall, the purpose of the work session is for Council and staff to meet and discuss various items in an informal manner where questions may be asked of each other and in-depth discussion can take place. Official action on City business is allowed to take place during Work Sessions in the same manner as action is taken by City Council during regular or special meetings.

Work sessions are typically held at 6:00 p.m. on the day of the Council Meeting but may be held on other days and at times as determined by the City Council. All Work Session agendas are posted in compliance with the TOMA and are always open to the public.

Work Sessions are attended by all members of the City Council, the City Manager, Assistant City Manager or designee(s), and the City Secretary. Depending on the agenda items, the City Attorney, Department Directors, other staff members, consultants, board members, etc. may be invited.

d) Emergency Meetings

Special rules allow for posting notice of emergency meetings and for supplementing a posted notice with emergency items. These rules affect the timing and content of the notice, but not its physical location. Section 551.045 of the Texas Government Code provides:

- 1) In an emergency or when there is an urgent public necessity, the notice of a meeting or the supplemental notice of a subject added as an item to the agenda for a meeting for which notice has been posted is sufficient if it is posted for at least one hour before the meeting is convened.

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- 2) An emergency or urgent public necessity exists only if immediate action is required of a governmental body because of:
 - a) An imminent threat to public health and safety; or
 - b) A reasonably unforeseeable situation.
- 3) The governmental body shall clearly identify the emergency or urgent public necessity in the notice or supplemental notice.
- 4) A person who is designated or authorized to post notice of a meeting by a governmental body shall post the notice stating the governmental body's reason for the emergency or urgent public necessity.
- 5) The sudden relocation of a larger number of residents from the area of a declared disaster to a governmental body's jurisdiction is considered a reasonably unforeseen situation for a reasonable period immediately following the relocation. Notice of an emergency meeting or supplemental notice of an emergency item added to the agenda of a meeting to address a situation described by this subsection must be given to the members of the news media as provided by Section 551.047 of the Texas Government Code not later than one hour before the meeting is convened.

The public notice of an emergency meeting must be posted at least one hour before the meeting is scheduled to begin. A government body may decide to consider an emergency item during a previously scheduled meeting instead of calling a new emergency meeting. The governmental body must post notice of the subject added as an item to the agenda at least one hour before the meeting begins.

In addition to posting the public notice of an emergency meeting or supplementing a notice with an emergency item, the governmental body must give special notice of the emergency meeting or emergency item to the news media who have previously (1) filed a request with the governmental body, and (2) agreed to reimburse the governmental body for providing the special notice. The notice to members of the news media is to be given by telephone, facsimile transmission, or electronic mail at least one hour before the meeting is convened.

Because Section 551.045 of the Texas Government Code provides for a one-hour notice only for emergency meetings or for adding emergency items to the agenda, a governmental body adding non-emergency items to its meeting agenda must satisfy the general notice period of Section 551.043 or Section 551.044 of the Texas Government Code, as applicable, regarding the subject of that item.

The public notice of an emergency meeting or emergency item must "clearly identify" the emergency or urgent public necessity for calling the meeting or for adding the item to the agenda of a previously scheduled meeting. The Act defines "emergency" for purposes of emergency meetings and emergency items under Texas Government Code Section 551.045(b).

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A governmental body's determination that an emergency exists is subject to judicial review. The existence of an emergency depends on the facts in a given case.

e) Public Comments

The City Council encourages and solicits public input on all matters both in and out of City Council Meetings. Members of the public wishing to make general announcements, or address a topic that is not included on the agenda, must do so under the "Public Comments" agenda item at the beginning of the meeting.

At each regular meeting, the Council will set aside time at the beginning of a meeting to afford the public an opportunity to speak to the City Council regarding matters of concern or interest to the public regarding City affairs. Members of the public wishing to address the City Council speak in person or by telephone must fill out the required sign-in form. The required sign-in form will be provided at the meeting location and online. Sign-in forms provided at the meeting location must be turned in to the City Secretary prior to the meeting being convened and online forms must be completed at least fifteen (15) minutes before the meeting. Written Public Comments received prior to the meeting will have the individual's name recorded in the official meeting minutes.

Public Comment about non-agenda items. Members of the public signing up to speak about non-agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding non-agenda items. Comments on non-agenda items shall not be used by citizens as an additional comment period for agenda items. The presiding officer shall not be obligated to recognize a speaker for a second comment regarding non-agenda items.

Public Comment About Agenda Items. Members of the public signing up to speak about agenda items shall, when recognized by the presiding officer, have three (3) minutes to speak regarding each agenda item the speaker has signed up for when the agenda item is up for consideration. Alternatively, the speaker may choose to give their comments on specific agenda items at the beginning of the meeting during Public Comment. Speakers may express their opinions or viewpoints on an issue, but are not permitted to participate in the debate on an issue. The time limit for Public Comments about agenda items may be extended to answer questions from members of the City Council.

Members of the public wishing to read a letter from another member of the public will be allowed only three (3) minutes to read the letter and address their own comments.

Members of the public who are present may designate their time to another speaker with a limit of two designations or a total time of nine (9) minutes per speaker.

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Members of the public addressing the Council through a translator or needing additional time due to a disability shall be allowed six (6) minutes. The City Secretary is the designated timekeeper.

Any person, including persons in the audience, who acts in an inappropriate or disruptive manner may be asked to leave the City Council Chambers or may be removed as allowed by law.

Signs will be permitted in the City Council Chambers or in any other room in which the City Council is meeting as long as the sign does not disrupt the meeting by blocking either the video camera(s) or other in person attendees' views. Signs may not be used to disrupt the meeting to ensure the meeting can proceed in a timely and orderly manner. Exhibits, displays, and visual aids used in connection with presentations to the City Council are permitted.

Once Public Comment has been received, the City Council may proceed to other business.

The audience and the viewers are reminded that the comments of the speakers reflect the speaker's positions or opinions.

City Council Members' responses to any comment made by a speaker during Public Comment are restricted by law. The Council and its members are prohibited from discussing or acting upon any matter that was not listed under the action item portion of the agenda and not included on the posted notice, other than to provide statements of fact or to request that an item be put on a future agenda for discussion and/or possible action. A lack of a response from Council Members does not indicate agreement or approval of the comments.

However, the City Manager or designee, City Attorney, and City staff are not prohibited by law or City policy from responding as is deemed appropriate to comments made in the Public Comment portion of this meeting.

The Mayor or person chairing the City Council Meeting may read this policy prior to the commencement of the Public Comments portion of the meeting.

f) City Council Comments

City Council Comments shall be limited to items of community interest as defined by the TOMA and requests to place subjects on the agenda for a future meeting. The City Council may not prohibit public criticism of the governmental body, including criticism of any act, omission, policy, procedure, program, or service. This subsection does not apply to public criticism that is otherwise prohibited by law.

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g) Public Hearings

The staff member that is responsible for the public hearing will make a brief presentation on the item, and the Mayor will open the hearing for Public Comment. Individuals may sign up to speak by completing a Public Comment Card and submitting it to the City Secretary. Each speaker will have three (3) minutes to speak. The Mayor will close the public hearing when Public Comment has concluded.

h) Video and Streaming of Meetings

City Council Meetings are held at 500 West Live Oak Street, Hutto, Texas 78634, except for some work sessions and those meetings or portions of meetings conducted in Executive Session, are web streamed live, made available on the local Community Access Channel, and archived on the City's website. Videos and audio are archived on the City's website for up to five (5) years for the sole purpose of being able to rebroadcast the meetings on the Community Access Channel and the web. Both forms of broadcasted meetings are for the viewing by Hutto citizens and are not the permanent record of City Council proceedings.

i) Proclamations

The Mayor issues proclamations as a way to give special recognition by the City to an individual, event, issue, etc. All requests for proclamations must go through the City Secretary's Office and be approved by the Mayor. Proclamations may be presented at a City Council Meeting (or other meetings as approved by the Mayor) or prepared and mailed to the requester. If the proclamation is to be presented at a City Council Meeting, there must be a representative at the meeting to receive the document or arrangements made to provide the proclamation to the representative.

j) Executive Session

Where possible, documents to be discussed in Executive Session will be made available to City Council Members before the meeting at which the Executive Session is held. Executive Sessions will be audio recorded as allowed by the TOMA.

k) Texas Open Meetings Act

Every meeting of the City Council and a Board, Commission, Committee, EDC, LGC, or TIRZ must be conducted in accordance with Chapter 551 of the Texas Government Code, commonly referred to as the TOMA (the "Texas Open Meetings Act" or the "Act"). City Task Forces are exempt from this requirement. The Act is based on the notion that public officials should discuss and vote on public business under public scrutiny, so that the public will have the opportunity to know what their public officials are doing. The Act contains criminal penalties for violations.

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To help educate government officials on the Act requirements, each elected or appointed member of a governing body must take at least one hour of training in the TOMA. The training must be completed no later than ninety (90) days after the member takes the oath of office or assumes the responsibilities of the office.

The Attorney General's Office allows the requirement to be met in at least two ways:

- 1) A video is available to view online on the Attorney General's webpage concerning open government; and
- 2) Certification of other entities, such as the Texas Municipal League, to provide the training.

The training needs to be conducted in coordination with the City Secretary who is responsible for certifying that all elected and appointed officials are in compliance with the requirements under the TOMA.

1) Format of Meetings

The City Council, City Boards, Commissions, Committees, EDC, LGCs, TIRZs, or Task Forces will follow *Robert's Rules of Order* in conducting public meetings. The presiding officer will use the following guidelines when addressing each agenda item:

- 1) Announce the item. The presiding officer should clearly announce the item number and read the entire item as listed on the agenda.
- 2) Receive a Report. The staff or Council Member who was responsible for adding the item to the agenda should provide background information or a report, so the governmental body has a clear understanding of the item. Council Members will be allowed to ask questions and receive answers if further clarification on the item is needed, but deliberation of the item should be reserved until after motions are made.
- 3) Receive Citizen Input. If any citizens have signed up to speak on the item, they should be given an opportunity to speak. They may speak either before or after the staff report is given.
- 4) Make Motions. The presiding officer will accept any motions and allow for discussions on the motion. The presiding officer will repeat the motion (with any amendments) and ask for discussion on the motion. Each Council Member will be given an opportunity to speak, and no Member shall speak a second time unless all other Council Members have been given an opportunity to speak, unless otherwise allowed by *Robert's Rules of Order*. No Council Member shall speak more than twice on an agenda item, which rule may be suspended as circumstances require. The time for each council member to speak on an item shall be limited to five (5) minutes for each opportunity to speak.
- 5) Voting. Once discussion is complete, the president officer shall call for a vote. The vote will be recorded by the City Secretary and will be announced by the presiding officer.

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- 6) The City Attorney (or another person designated by the City Council) shall serve as parliamentarian for City Council Meetings and shall ensure *Robert's Rules of Order* are followed.

m) Use of Digital Media During the Meeting

The City Council should limit the use of digital media except in cases where they are being notified of something of a personal nature or are being forwarded information by city staff regarding an item under consideration. The use of such messaging contrary to the authorized uses as outlined above could constitute a violation of the TOMA.

n) Violations of Protocols

Any Council Member may be disciplined for violation of this Protocol Policy, or if a Council Member acts in a manner that, including but not limited to bullying, cyberbullying, harassment, and sexual harassment, causes embarrassment or disgrace to the City of Hutto.

For discipline to be considered, an item shall be placed on a City Council agenda by at least two (2) Members of the City Council for discussion in Executive Session unless a Council Member requests the item to be heard in Open Session.

Such action may only take place after discussion of the offense in Executive Session unless the Member for whom discipline is being considered requests the discussion to be held in Open Session. The offending Member shall be present to answer any questions asked by Members of the City Council or make other statements as he or she may desire. If the offending Member refuses to attend the Executive Session but has not requested the item to be held in Open Session, the remaining Members of the City Council may proceed in their presence.

After discussion in Executive Session (or Open Session as allowed above), the City Council may choose to discipline the offending Member as follows, and if required by law, shall be made publicly in Open Session in accordance with the TOMA:

- 1) No Action. The City Council chooses to take no action.
- 2) Private Censure. The City Council may choose to leave their comments to the offending Member left in the confines of Executive Session.
- 3) Assignments. Temporary removal from Committee or Liaison assignments for a specified period of time by a supermajority vote.
- 4) Public Censure. The City Council may choose to publicly censure the offending Member through a resolution passed by a supermajority vote and entered into the public record.

3 Financial Matters

a) Budget

The budget is the City's financial plan that presents the services to be provided to the community over the coming year and the funds necessary to perform these services. Hutto operates under a fiscal year that begins on October 1st and ends on September 30th. In early spring, staff begins the process of estimating anticipated revenues, identifying and evaluating potential expenditures, and preparing a recommended budget. Special budget workshops will be scheduled with the Council throughout the summer, as needed, for the City Manager or designee to present the recommended budget on or before August 15th of each fiscal year. Public hearings are typically held on the budget in August, with the Council considering the budget at a September Council Meeting. For more information, please reference the City of Hutto Fiscal and Budgetary Policy.

b) Training and Education

There are training opportunities for Council Members offered by various organizations such as the Texas Municipal League and the National League of Cities. During the budget process, City Council Members are asked to submit a training plan for the upcoming year. The City Manager's Office will assist any Council Member with registration, travel arrangements, and forms that are required by the Finance Department.

c) Travel and Reimbursement

City Council Members shall follow the City's Travel and Reimbursement Policy that is outlined in the City of Hutto Employee Manual.

d) Council Campaign Disclosures

Generally, candidates and officeholders are required to file reports of contributions and expenditures by January 15th and July 15th of each year. The reports filed on these dates are known as semi-annual reports. These reports must be filed even if there is no activity to report for the period covered.

<https://www.ethics.state.tx.us/data/forms/coh/coh.pdf>).

An "Appointment of a Campaign Treasurer by a Candidate Form" (Form CTA) must be filed with City Secretary before accepting contributions or making expenditures (<https://www.ethics.state.tx.us/data/forms/coh/cta.pdf>). It is recommended that this form be filed at the time the candidate's application is filed. A candidate that does not intend to accept more than \$940.00 (or other amount designated by the Texas Ethics Commission) in political contributions or make more than \$940.00 (or other amount designated by the Texas Ethics Commission) in political expenditures should sign page 2 of the form declaring "Modified Reporting"; thereby, eliminating

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the election reporting requirements of January 15th and July 15th. More information regarding campaign financial disclosures can be found at www.ethics.state.tx.us/resources/cf/.

4 Ethics

a) Conflicts of Interest

- 1) No City official or appointee shall intentionally or knowingly disclose any confidential information gained by reason of said official's or appointee's position concerning the property, operations, policies, or affairs of the City, or use such confidential information for the pecuniary gain of said official or appointee, or others.
- 2) No City official or appointee shall intentionally or knowingly use one's official position or City-owned facilities, equipment, or supplies for the pecuniary gain or advantage of said official or appointee, or use City-owned vehicles, printing facilities, postage facilities, or long-distance telephone service for personal reasons, for pecuniary gain or advantage, or in any political campaign.
- 3) Except as otherwise specifically authorized by ordinance, no City official or appointee shall intentionally or knowingly appear before the body of which the official is a member while representing himself, or any other person, group, association, interest, or business entity.
- 4) No City official or appointee shall intentionally or knowingly represent directly or indirectly any private person, group, or interest other than himself or a family member before any department, agency, commission, or board of the City for economic benefit or pecuniary gain.
- 5) No City official or appointee shall vote on or participate in any decision-making process if the official or appointee has a direct financial interest in the outcome of the matter under consideration. No City official or appointee shall vote on or participate in any decision-making process on any matter concerning real property or a business entity if the City official or appointee has a substantial interest in the business entity or real property.
- 6) None of the foregoing shall be construed to prohibit any City official or appointee from representing his interest in his owner-occupied homestead before the council, board, commission, or any department except for the body of which the official or appointee is a member.
- 7) In any action or proceeding in the Municipal Court of the City which was instituted by a City official or appointee in the course of official duties, no City official shall knowingly represent anyone other than himself or a family

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member. If a Council Member elects to have a trial in Municipal Court, the City Council, without the participation of the affected Council Member, shall appoint a special judge to preside over the trial.

- 8) No City official or appointee shall act as a surety for any person or business entity that has any contract with the City, or on any bond required by the City for any City official or appointee.

b) Disclosure of Interest

- 1) If any City official or appointee has a substantial interest in any real property or a business entity involved in any decision pending before the body of which the City official or appointee is a member, the City official or appointee shall not vote or otherwise participate in the consideration of the matter.
- 2) In the case of a City official or appointee, the City official or appointee shall publicly disclose, verbally or in writing, the nature and extent of such interest to the body on which the City official or appointee serves prior to any discussion or determination of the matter to be considered or immediately upon discovery of the conflict of interest. The statement of disclosure shall be included in the official minutes of the body.

c) Financial Disclosure

- 1) No later than April 30th of each year, each City official shall file a sworn Financial Disclosure Statement with the City Secretary reflecting the financial situation of the City official as of December 31st of the previous year. Notwithstanding any other term or provision of these Council Protocols, as used in this section:
 - a) The term “family member” shall include only the City official and the spouse and the minor children of the City official.
 - b) The term “substantial interest” shall include only the interests of the City official and the spouse and minor children of the City official.
- 2) A newly appointed City official shall file a sworn Financial Disclosure Statement with the City Secretary within thirty (30) days from the date the position with the City is assumed. Said statement shall reflect the financial situation as of the date of employment or appointment and for the previous twelve (12) months.
- 3) Each person required to file a Financial Disclosure Statement shall do so on the form approved by the City Council and supplied by the City Secretary.
- 4) The City Secretary shall maintain all Financial Disclosure Statements required to be filed herein as public records and retain them for the period required by the Public Information Act.

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- 5) Pursuant to Ordinance 2023-060, the City Council established procedures for the City Secretary to make Financial Disclosure Statements available to the public. The procedures are currently set forth in Article 2.05.046 “Public Access to Statements; Retention” of the Hutto City Code of Ordinances. The procedures include requiring the City Secretary to maintain the statements in a manner accessible to the public; redacting certain personal information of the official before review by the public; and keeping a log of those members of the public who review and/or inspect the financial statements of City Council Members.

d) Gifts

No City official or appointee shall intentionally or knowingly solicit or accept any contribution, gift, or economic benefit with actual or constructive knowledge that same is:

- 1) Offered or given with the intent to influence the judgment or discretion of such official or appointee; or
- 2) Given in consideration of the favorable exercise of such official's or appointee's judgment or discretion in the past.

5 Communications

a) Correspondence To/From Council

The City Secretary receives and processes the City Council's incoming mail. All mail to the Mayor and Council Members is reviewed and placed in the mailboxes located in the Council Executive Conference Room. All invitations are scanned and sent to the Council Members via email for action, and the City Secretary will take care of confirming the Members' attendance at an event and, if necessary, schedule the event on their calendar and post a potential quorum notice in accordance with the TOMA.

All mail to the Mayor is opened and reviewed as to priority for a response, copies needed for city staff and/or City Council, notation of upcoming events, etc. All important letters addressed to the Mayor are copied to the Mayor and an original is kept in the official files in the City Secretary's Office.

All needed responses to letters are coordinated between the Mayor, City Manager or designee, and City Secretary.

b) Media Relations

The media frequently contacts Council Members for information and quotes. The Mayor may issue statements on behalf of the City only after having consulted with the City Communications Department and jointly developed a statement. Any

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comment made by the Mayor that has not been reviewed by the City Communications Department shall not be considered a representation of the official City position on the communication. If the media contacts an individual Council Member, the Council Member should be clear that any comments represent their own personal viewpoint and not that of the City.

Below are three things to remember when dealing with the press:

- 1) Never go “off the record”;
- 2) Choose words carefully and cautiously; and
- 3) Remember the media lives by tight deadlines.

All official City statements that will be sent out as a press release will go through the City Manager’s Office for distribution. The Public Information Officer maintains up-to-date contact information for all local media outlets. In order to ensure that all media outlets are treated fairly, all news releases should be submitted to the Public Information Officer for review and distribution.

c) Social Media

Individuals are encouraged to positively promote the City and share information on their own social media websites, as allowed by law. However, City Council Members along with Board, Commission, Committee, EDC, LGC, TIRZ, or Task Force Members should exercise caution when commenting or responding to other posts. Only factual information should be provided to City-related topics as personal views may not reflect that of the entire Council, Board, or City. In addition, unless authorized by state law, you should carefully check to ensure that no other Council Members or Board or Commission Members have responded on the same discussion thread to avoid a possible violation of the TOMA.

In general, responses should be referred to and handled by the City’s Public Information Officer (the “PIO”). In certain circumstances, the City Manager or designee, PIO, and/or Mayor may determine that it is appropriate for someone else to respond directly.

The Mayor and Council should treat each other with dignity and respect in all social media posts. Disagreements on policy are allowed, but personal attacks are not allowed.

The Mayor and Council shall have a disclaimer on all social media platforms that are used in their capacity as elected officials that their posted information does not represent the official position of the City or other Council Members. Social media platforms include, but are not limited to, Instagram, Facebook, Snapchat, TikTok, X, and YouTube.

The Mayor and Council should utilize the Official City of Hutto Council Online Message Board for comments relating to City business.

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d) Public Information Act

Texas Government Code, Chapter 552, known as the Texas Public Information Act, requires that most City records, including those in the possession of Council Members, be open to the public for inspection.

“Public Records” are broadly defined under the Act to include “the portion of all documents, writings, letters, memoranda, or other written materials which contain public information.” “Public information” includes “all information collected, assembled, or maintained by or for governmental bodies pursuant to law or ordinance or in connection with the transaction of official business.”

Certain information is specifically excluded from the requirements of the Texas Public Information Act. While the list of exempt materials is too long to recite here, it includes such items as working papers being used to draft ordinances or resolutions; certain personnel records; information that would, if released, give an advantage to bidders; documents protected because of attorney-client relationships; and documents related to pending or ongoing litigation.

Despite the narrow exemptions established in the law, the effect is to require that most of the written material used or produced by Council Members be made available upon request to the news media and other members of the public. If it is felt that certain records are exempt from the requirements of the law, and there has been no previous determination that particular types of records are exempt, the City Secretary’s Office will request an opinion from the Attorney General’s Office, within the deadlines provided by the Texas Public Information Act.

If an Attorney General’s Opinion is requested, and the Opinion subsequently holds that the information is public, and the City official has not released it, Section 552.324(b) of Texas Government Code requires that a suit by a governmental body be brought no later than the 30th calendar day after the governmental body receives the decision it seeks to challenge. The City shall not appeal an Attorney General ruling without first receiving the consent of the City Council.

The City of Hutto has designated the City Manager or designee as the PIO with regard to the Public Information Act. Therefore, all requests made under the Public Information Act shall be directed to the City Manager or designee.

Requests by Council Members in their Official Capacity

An official of the City who, in an official capacity, requests information held by the City does not act as a member of the public in doing so. Thus, the exceptions requiring public disclosure under the Act do not control the right of access of an official of the City to information maintained by the City. Accordingly, information may be released to City officials requesting the information in their official capacity in

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compliance with the following policy:

- 1) Requests for information from a City official must be submitted to the City Secretary and the City Manager or designee in writing.
- 2) The City Secretary shall promptly provide notice of the request to the remaining Members of the Council.
- 3) As soon as possible, but no later than ten (10) business days from the receipt of the request, the City Secretary will respond to the request from the City official with either copies of the requested information, notice that the information is available for inspection, or notice that the request will be added to the next City Council agenda for consideration and direction.
- 4) Information provided in response to a request by a Member of the Council will be made available to all Members of the Council, unless they waive their right to receive the specific material.
- 5) Members of the Council will not be charged for information sought in their official capacity.
- 6) Information that is protected by confidentiality laws and/or common law privacy laws that has no relationship to the transaction of official business, such as individuals' dates of birth, social security numbers, and personal financial information, will be redacted prior to release.
- 7) The City Secretary will mark all information provided in response to a request from a Member of the Council as "Confidential – For Official Eyes Only."

For more information regarding the Public Information Act, please refer to the City of Hutto Public Information Policy – Ordinance No. 2020-022.

e) Communication with City Staff

The City Council or its Members shall deal with City officers and City employees who are subject to the direction and supervision of the City Manager or designee solely through the City Manager or designee, and neither the City Council nor its Members shall give orders to any such officer or employee, either publicly or privately, except as otherwise provided in the Hutto City Charter.

- 1) Information requests
 - a) The Mayor and Council Members may request information from City staff, especially while following up to Council's directives and concerns expressed by constituents, so long as such inquiries are not attempts to "deal with" or to "give orders" to City staff and, therefore, are consistent with the Charter.
 - 1) These requests may relate to securing information or determining the status of work assigned in response to Council directives.
 - 2) Such requests shall not be considered "management directives," but, simply, legitimate information requests allowed by the Charter.
 - 3) City staff members shall inform the City Manager or designee of any such contacts.
 - 4) If the City Manager or designee or City staff members have questions

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about the propriety of providing the information requested, they shall direct their concerns to the Mayor and Council for their decision, rather than decline to provide it.

2) Communication with City Staff

- a) The City Manager or designee shall assist the Mayor and Council Members in developing and implementing methods for facilitating communication and interaction with City staff members, especially department directors.
 - 1) This may include scheduling presentations by department directors and their staff to the Mayor and Council.
 - 2) Such presentations shall be duly posted and may be scheduled before regular Council business meetings.
 - 3) Department presentations may be combined with staff reports, constituent requests, and queries about the status of projects and responses to Council directives.
- b) The Mayor and Council Members may interact freely and communicate with City staff members at town hall meetings, budget hearings, workshops, and committee meetings.
- c) City staff members shall make every effort to facilitate cooperative efforts with the Mayor and Council Members to meet the needs of constituents.

6 General Policies and Documents

a) Technology and Equipment Use & Electronic Communications and Systems Access Use

City-Issued Smart Phones

The City implemented the electronic distribution of agendas, reports, budget documents, etc. In order to access and use such documents, a City-issued electronic smartphone will be provided for each Council Member. City-issued electronic smartphones are for official City business only; personal use is prohibited.

The City does not pay for any accessories for any of the smartphones, such as cases, styluses, screen covers, personal applications, etc.

When Council Members complete their term of office, all City-issued equipment shall be returned to the City Manager or designee.

E-mail Account

Each Council Member is assigned an individual City e-mail address with the huttotx.gov domain. E-mails to the entire Council can be sent to citycouncil@huttotx.gov. The City's e-mail system shall be used for the

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communication and exchange of information related to City business. City e-mail may not be used for personal or political purposes.

Council Members can access their e-mail from their computer, phone, iPad, etc. through a web-based client; IT staff will assist with the set-up.

There should be no expectation of privacy when using City e-mail.

Please note, Council Members are subject to the City's Technology and Equipment Use Policy.

b) Political Activity

Council members have the right to endorse candidates for all Council seats or other elected offices. However, to mention endorsements during Council Meetings or at other official city meetings may violate Texas election laws.

c) City Charter

The City of Hutto Charter is a written document that establishes the basic governmental structure, form of government, corporate boundaries, and municipal powers. In this respect, it is similar to a state or national constitution. As such, amendments to the City Charter require an election and approval of the citizens of Hutto. The copy of the Charter can be retrieved at www.huttotx.gov or in the City Secretary's Office.

d) Code of Ordinances

The City Code of Ordinances is the compilation of the local laws that have been adopted and codified by the City Council. The City Code covers a wide range of areas, including taxes, court, environmental regulations, alcoholic beverages, business regulations, etc. Amendments to the City Code must be adopted by the City Council. A copy of the Code of Ordinances can be found at www.huttotx.gov or in the City Secretary's Office.

e) Council Liaison Duties

The City Council may choose to designate a City Council Member or the Mayor as a liaison between the City Council and a Board, Commission, or Task Force. Appointments are made by vote of the Council.

Council Liaison duties and expectations for the Board, Commission, or Task Force to which they are assigned are as follows:

- 1) Liaisons should attend the meetings of the Board, Commission, or Task Force whenever possible, but have no voting authority. Interactions should be limited to an advisory role.

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- 2) Liaisons are encouraged to become subject matter experts in the area to which they are assigned, becoming a resource to the other Members of Council.
- 3) The Liaison may also meet with the chair as well as the staff members assigned to support the Board, Commission, or Task Force. These meetings should focus on helping to coordinate the work, get items on City Council agendas, or otherwise be their advocate to the rest of Council.
- 4) Liaisons may report to other Council Members on activities, updates, or concerns of their assigned Board, Commission, or Task Force that would be beneficial for the other Members of Council to know about. These reports should be given during Council Comments at a City Council Meeting or on the Official City of Hutto Council Online Message Board.

AGENDA ITEM REPORT

9.2.



To: City Council
Subject: Discussion and possible action on repealing or directing staff to amend Ordinances No. O-2023-024 and/or O-2023-060 regarding personal financial disclosure statements (Mayor Snyder)
Meeting: Thursday, June 20, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

Ordinance No. O-2023-024 was approved April 20, 2023, and requires Councilmembers to file personal financial disclosure statements no later than April 30th of each calendar year.

Ordinance No. O-2023-060 was passed September 21, 2023, and establishes a procedure for public access to the information available in the personal financial disclosure statements. Councilmembers chose to require an open records request, that a log be kept of each requester, and that they could only be viewed in person, so no photos or copies could be taken and mishandled.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. O-2023-024_Financial Disclosure Form
2. O-2023-060_SOP for Financial Disclosure Statement Requests

ORDINANCE NO. O-2023-024

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 2.05, DIVISION 2 FINANCIAL DISCLOSURE AND STANDARDS OF CONDUCT, OF THE CODE OF ORDINANCES TO PROVIDE FOR THE FINANCIAL DISCLOSURE FORM TO BE FILED BY ELECTED AND APPOINTED OFFICIALS; 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 relating to Financial Disclosure are necessary to meeting changing conditions and are in the best interest of the City.

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

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

Section 2. Enactment: Chapter 2, Article 2.05, Sections 2.05.042, Financial Statement Required and 2.05.044, Form of Statement, 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. Enactment: The Financial Disclosure Form is hereby approved as **Attachment “B”**, incorporated, herein, for all purposes.

Section 4. 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 5. 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 6. 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. 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 8. 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 9. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on the first reading this the 4th day of April **2023**.

READ, PASSED, and ADOPTED on the second reading of this 20th day of April **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

(SEAL)



Attachment "A"

Sec. 2.05.043. Filing dates; timeliness of filing.

...

(b) city official shall file the financial statement as required by this division by not later than April 30th of each year reflecting the city official's financial situation as of December 31st of the previous year and financial activity between January 1st and December 31st of the previous year. For the year 2022, the city official shall be given a sixty (60) day extension.

...

(d) A candidate for municipal office filled by election shall file the financial statement required by this division on the fifth day before the date of the election. For the year 2022, the candidate shall be given a sixty (60) day extension.

Sec. 2.05.042. Financial statement required.

(a) A city official or candidate for municipal office shall file a financial statement as required by this division.

(b) The statement must be filed with the city secretary.

(2) Sec. 2.05.044. Form of statement.

(a) The Financial Disclosure Form adopted by the City Council, as may be amended, shall be used for filing the financial statement required under this division.

(b) The city secretary shall deliver at least one copy of the form to each city official or candidate for municipal office filled by appointment who is required to file under this division not later than the 31st day before the deadline for filing the financial statement under section 2.05.043(b) or (c).

(c) The city secretary shall deliver a copy of the form to each candidate for municipal office filled by election who is required to file under this division not later than the 10th day before the deadline for filing the statement under section 2.05.043(d).

(d) The city secretary may choose one or more methods to deliver the form.

(Ordinance O-2023-024 adopted 4.20.2023)

Attachment “B”
Financial Disclosure Form

CITY OF HUTTO FINANCIAL DISCLOSURE FORM

COVER SHEET
PAGE 1

		TOTAL NUMBER OF PAGES FILED:	
		Filer ID	
1 NAME	TITLE; FIRST; MI		OFFICE USE ONLY
	----- NICKNAME; LAST; SUFFIX		
2 ADDRESS	ADDRESS / PO BOX; APT / SUITE #; CITY; STATE; ZIP CODE		
	Date Hand-delivered or Date Postmarked		
	Receipt #	Amount \$	
3 TELEPHONE NUMBER	AREA CODE	PHONE NUMBER; EXTENSION	Date Processed
	()		Date Imaged
4 REASON FOR FILING STATEMENT	CANDIDATE _____ (INDICATE OFFICE)		
	ELECTED OFFICER _____ (INDICATE OFFICE)		
	OTHER _____ (INDICATE POSITION)		
5 Family members whose financial activity you are reporting (see instructions).			
SPOUSE _____			
DEPENDENT CHILD 1. _____			
2. _____			
3. _____			
In Parts 1 through 17, you will disclose your financial activity during the preceding calendar year. In Parts 1 through 14 and 17, you are required to disclose not only your own financial activity, but also that of your spouse or a dependent child.			
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY			

CITY OF HUTTO FINANCIAL DISCLOSURE FORM

COVER SHEET
PAGE 2

On this page, indicate any parts of City of Hutto Financial Disclosure Form that are not applicable to you. If you do not place a check in a box, then pages for that Part must be included in the report. ***If you place a check in a box, do NOT include pages for that Part in the report.***

6 PARTS NOT APPLICABLE TO FILER

- ☐ N/A Part 1A - Sources of Occupational Income
- ☐ N/A Part 1B - Retainers
- ☐ N/A Part 2 - Stock
- ☐ N/A Part 3 - Bonds, Notes & Other Commercial Paper
- ☐ N/A Part 4 - Mutual Funds
- ☐ N/A Part 5 - Income from Interest, Dividends, Royalties & Rents
- ☐ N/A Part 6 - Personal Notes and Lease Agreements
- ☐ N/A Part 7A - Interests in Real Property
- ☐ N/A Part 7B - Interests in Business Entities
- ☐ N/A Part 8 - Gifts
- ☐ N/A Part 9 - Trust Income
- ☐ N/A Part 10A - Blind Trusts
- ☐ N/A Part 10B - Trustee Statement
- ☐ N/A Part 11A - Ownership of Business Associations
- ☐ N/A Part 11B - Assets of Business Associations
- ☐ N/A Part 11C - Liabilities of Business Associations
- ☐ N/A Part 12 - Boards and Executive Positions
- ☐ N/A Part 13 - Expenses Accepted Under Honorarium Exception
- ☐ N/A Part 14 - Interest in Business in Common with Lobbyist
- ☐ N/A Part 15 - Fees Received for Services Rendered to a Lobbyist or Lobbyist's Employer
- ☐ N/A Part 16 - Benefits Derived from Functions Honoring Public Servant
- ☐ N/A Part 17 - Contracts with Governmental Entity
- ☐
- ☐
- ☐

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PART 1A

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 INFORMATION RELATES TO	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 EMPLOYMENT ☐ EMPLOYED BY ANOTHER ☐ SELF-EMPLOYED	NAME AND ADDRESS OF EMPLOYER / POSITION HELD NATURE OF OCCUPATION

INFORMATION RELATES TO	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
EMPLOYMENT ☐ EMPLOYED BY ANOTHER ☐ SELF-EMPLOYED	NAME AND ADDRESS OF EMPLOYER / POSITION HELD NATURE OF OCCUPATION

INFORMATION RELATES TO	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
EMPLOYMENT ☐ EMPLOYED BY ANOTHER ☐ SELF-EMPLOYED	NAME AND ADDRESS OF EMPLOYER / POSITION HELD NATURE OF OCCUPATION

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RETAINERS

PART 1B

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

This section concerns fees received as a retainer by you, your spouse, or a dependent child (or by a business in which you, your spouse, or a dependent child have a "substantial interest") for a claim on future services in case of need, rather than for services on a matter specified at the time of contracting for or receiving the fee. Report information here only if the value of the work actually performed during the calendar year did not equal or exceed the value of the retainer.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 FEE RECEIVED FROM	NAME AND ADDRESS
2 FEE RECEIVED BY	NAME OF BUSINESS ☐ FILER OR FILER'S BUSINESS _____ ☐ SPOUSE OR SPOUSE'S BUSINESS _____ ☐ DEPENDENT CHILD _____ OR CHILD'S BUSINESS _____
3 FEE AMOUNT	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

FEE RECEIVED FROM	NAME AND ADDRESS
FEE RECEIVED BY	NAME OF BUSINESS ☐ FILER OR FILER'S BUSINESS _____ ☐ SPOUSE OR SPOUSE'S BUSINESS _____ ☐ DEPENDENT CHILD _____ OR CHILD'S BUSINESS _____
FEE AMOUNT	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

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Revised 1/1/2023

STOCK

PART 2

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

List each business entity in which you, your spouse, or a dependent child held or acquired stock during the calendar year and indicate the category of the number of shares held or acquired. If some or all of the stock was sold, also indicate the category of the amount of the net gain or loss realized from the sale. For more information,

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 BUSINESS ENTITY	NAME			
2 STOCK HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
3 NUMBER OF SHARES	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
4 IF SOLD	☐ NET GAIN	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219
	☐ NET LOSS	☐ \$47,220 OR MORE		

BUSINESS ENTITY	NAME			
STOCK HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
NUMBER OF SHARES	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
IF SOLD	☐ NET GAIN	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219
	☐ NET LOSS	☐ \$47,220 OR MORE		

BUSINESS ENTITY	NAME			
STOCK HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
NUMBER OF SHARES	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
IF SOLD	☐ NET GAIN	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219
	☐ NET LOSS	☐ \$47,220 OR MORE		

BUSINESS ENTITY	NAME			
STOCK HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
NUMBER OF SHARES	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
IF SOLD	☐ NET GAIN	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219
	☐ NET LOSS	☐ \$47,220 OR MORE		

BUSINESS ENTITY	NAME			
STOCK HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
NUMBER OF SHARES	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
IF SOLD	☐ NET GAIN	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219
	☐ NET LOSS	☐ \$47,220 OR MORE		

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Revised 1/1/2023

BONDS, NOTES & OTHER COMMERCIAL PAPER

PART 3

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

List all bonds, notes, and other commercial paper held or acquired by you, your spouse, or a dependent child during the calendar year. If sold, indicate the category of the amount of the net gain or loss realized from the sale.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 DESCRIPTION OF INSTRUMENT	
2 HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
3 IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
DESCRIPTION OF INSTRUMENT	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
DESCRIPTION OF INSTRUMENT	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

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Revised 1/1/2023

MUTUAL FUNDS

PART 4

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

List each mutual fund and the number of shares in that mutual fund that you, your spouse, or a dependent child held or acquired during the calendar year and indicate the category of the number of shares of mutual funds held or acquired. If some or all of the shares of a mutual fund were sold, also indicate the category of the amount of the net gain or loss realized from the sale.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 MUTUAL FUND	NAME			
2 SHARES OF MUTUAL FUND HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
3 NUMBER OF SHARES OF MUTUAL FUND	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
4 IF SOLD	☐ NET GAIN			
	☐ NET LOSS			
	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219	☐ \$47,220 OR MORE
MUTUAL FUND	NAME			
SHARES OF MUTUAL FUND HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
NUMBER OF SHARES OF MUTUAL FUND	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
IF SOLD	☐ NET GAIN			
	☐ NET LOSS			
	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219	☐ \$47,220 OR MORE
MUTUAL FUND	NAME			
SHARES OF MUTUAL FUND HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____	
NUMBER OF SHARES OF MUTUAL FUND	☐ LESS THAN 100	☐ 100 TO 499	☐ 500 TO 999	☐ 1,000 TO 4,999
	☐ 5,000 TO 9,999	☐ 10,000 OR MORE		
IF SOLD	☐ NET GAIN			
	☐ NET LOSS			
	☐ LESS THAN \$9,440	☐ \$9,440 - \$18,889	☐ \$18,890 - \$47,219	☐ \$47,220 OR MORE

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Revised 1/1/2023

INCOME FROM INTEREST, DIVIDENDS, ROYALTIES & RENTS

PART 5

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

List each source of income you, your spouse, or a dependent child received *in excess of \$940* that was derived from interest, dividends, royalties, and rents during the calendar year and indicate the category of the amount of the income.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 SOURCE OF INCOME ☐ Publicly held corporation	NAME AND ADDRESS
2 RECEIVED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
3 AMOUNT	☐ \$940-\$9,439 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
SOURCE OF INCOME ☐ Publicly held corporation	NAME AND ADDRESS
RECEIVED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
AMOUNT	☐ \$940-\$9,439 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
SOURCE OF INCOME ☐ Publicly held corporation	NAME AND ADDRESS
RECEIVED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
AMOUNT	☐ \$940-\$9,439 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

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Revised 1/1/2023

PERSONAL NOTES AND LEASE AGREEMENTS

PART 6

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Identify each guarantor of a loan and each person or financial institution to whom you, your spouse, or a dependent child had a total financial liability of *more than \$1,890* in the form of a personal note or notes or lease agreement at any time during the calendar year and indicate the category of the amount of the liability.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

¹ PERSON OR INSTITUTION HOLDING NOTE OR LEASE AGREEMENT	
² LIABILITY OF	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
³ GUARANTOR	
⁴ AMOUNT	☐ \$1,890--\$9,439 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
PERSON OR INSTITUTION HOLDING NOTE OR LEASE AGREEMENT	
LIABILITY OF	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
GUARANTOR	
AMOUNT	☐ \$1,890--\$9,439 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
PERSON OR INSTITUTION HOLDING NOTE OR LEASE AGREEMENT	
LIABILITY OF	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
GUARANTOR	
AMOUNT	☐ \$1,890--\$9,439 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE

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Revised 1/1/2023

INTERESTS IN REAL PROPERTY

PART 7A

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Describe all beneficial interests in real property held or acquired by you, your spouse, or a dependent child during the calendar year. If the interest was sold, also indicate the category of the amount of the net gain or loss realized from the sale.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 STREET ADDRESS ☐ NOT AVAILABLE	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE
3 DESCRIPTION ☐ LOTS ☐ ACRES	NUMBER OF LOTS OR ACRES AND NAME OF COUNTY WHERE LOCATED
4 NAMES OF PERSONS RETAINING AN INTEREST ☐ NOT APPLICABLE (SEVERED MINERAL INTEREST)	
5 IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
STREET ADDRESS ☐ NOT AVAILABLE	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE
DESCRIPTION ☐ LOTS ☐ ACRES	NUMBER OF LOTS OR ACRES AND NAME OF COUNTY WHERE LOCATED
NAMES OF PERSONS RETAINING AN INTEREST ☐ NOT APPLICABLE (SEVERED MINERAL INTEREST)	
IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

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Revised 1/1/2023

INTERESTS IN BUSINESS ENTITIES

PART 7B

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Describe all beneficial interests in business entities held or acquired by you, your spouse, or a dependent child during the calendar year. If the interest was sold, also indicate the category of the amount of the net gain or loss realized from the sale.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 DESCRIPTION	NAME AND ADDRESS
3 IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
IF SOLD ☐ NET GAIN ☐ NET LOSS	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

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Revised 1/1/2023

GIFTS

PART 8

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Identify any person or organization that has given a gift *worth more than \$470* to you, your spouse, or a dependent child, and describe the gift. The description of a gift of cash or a cash equivalent, such as a negotiable instrument or gift certificate, must include a statement of the value of the gift. Do not include: 1) expenditures required to be reported by a person required to be registered as a lobbyist under chapter 305 of the Government Code; 2) political contributions reported as required by law; or 3) gifts given by a person related to the recipient within the second degree by consanguinity or affinity.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

¹ DONOR	NAME AND ADDRESS
² RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
³ DESCRIPTION OF GIFT	

DONOR	NAME AND ADDRESS
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION OF GIFT	

DONOR	NAME AND ADDRESS
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION OF GIFT	

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Revised 1/1/2023

TRUST INCOME

PART 9

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Identify each source of income received by you, your spouse, or a dependent child as beneficiary of a trust and indicate the category of the amount of income received. Also identify each asset of the trust from which the beneficiary received *more than \$940*, if the identity of the asset is known.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 SOURCE	NAME OF TRUST
2 BENEFICIARY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
3 INCOME	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
4 ASSETS FROM WHICH OVER \$940 WAS RECEIVED ☐ UNKNOWN	

SOURCE	NAME OF TRUST
BENEFICIARY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
INCOME	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
ASSETS FROM WHICH OVER \$940 WAS RECEIVED ☐ UNKNOWN	

SOURCE	NAME OF TRUST
BENEFICIARY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
INCOME	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
ASSETS FROM WHICH OVER \$940 WAS RECEIVED ☐ UNKNOWN	

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BLIND TRUSTS

PART 10A

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Identify each blind trust that complies with section 572.023(c) of the Government Code.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1	NAME OF TRUST	
2	TRUSTEE	NAME AND ADDRESS
3	BENEFICIARY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
4	FAIR MARKET VALUE	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
5	DATE CREATED	

	NAME OF TRUST	
	TRUSTEE	NAME AND ADDRESS
	BENEFICIARY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
	FAIR MARKET VALUE	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
	DATE CREATED	

	NAME OF TRUST	
	TRUSTEE	NAME AND ADDRESS
	BENEFICIARY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
	FAIR MARKET VALUE	☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE
	DATE CREATED	

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Revised 1/1/2023

TRUSTEE STATEMENT

PART 10B

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

An individual who is required to identify a blind trust on Part 10A of the Personal Financial Statement must submit a statement signed by the trustee of each blind trust listed on Part 10A. The portions of section 572.023 of the Government Code that relate to blind trusts are listed below.

1 NAME OF TRUST	
2 TRUSTEE NAME	
3 FILER ON WHOSE BEHALF STATEMENT IS BEING FILED	NAME
4 TRUSTEE STATEMENT	I affirm, under penalty of perjury, that I have not revealed any information to the beneficiary of this trust except information that may be disclosed under section 572.023 (b)(8) of the Government Code and that to the best of my knowledge, the trust complies with section 572.023 of the Government Code. _____ Trustee Signature

§ 572.023. Contents of Financial Statement in General

(b) The account of financial activity consists of:

(8) identification of the source and the category of the amount of all income received as beneficiary of a trust, other than a blind trust that complies with Subsection (c), and identification of each trust asset, if known to the beneficiary, from which income was received by the beneficiary in excess of \$500;

(14) identification of each blind trust that complies with Subsection (c), including:

(A) the category of the fair market value of the trust;

(B) the date the trust was created;

(C) the name and address of the trustee; and

(D) a statement signed by the trustee, under penalty of perjury, stating that:

(i) the trustee has not revealed any information to the individual, except information that may be disclosed under Subdivision (8); and

(ii) to the best of the trustee's knowledge, the trust complies with this section.

(c) For purposes of Subsections (b)(8) and (14), a blind trust is a trust as to which:

(1) the trustee:

(A) is a disinterested party;

(B) is not the individual;

(C) is not required to register as a lobbyist under Chapter 305;

(D) is not a public officer or public employee; and

(E) was not appointed to public office by the individual or by a public officer or public employee the individual supervises; and

(2) the trustee has complete discretion to manage the trust, including the power to dispose of and acquire trust assets without consulting or notifying the individual.

(d) If a blind trust under Subsection (c) is revoked while the individual is subject to this subchapter, the individual must file an amendment to the individual's most recent financial statement, disclosing the date of revocation and the previously unreported value by category of each asset and the income derived from each asset.

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Revised 1/1/2023

OWNERSHIP OF BUSINESS ASSOCIATIONS

PART 11A

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet and **DO NOT include this page in the report.**

Describe each corporation, firm, partnership, limited partnership, limited liability partnership, professional corporation, professional association, joint venture, or other business association in which you, your spouse, or a dependent child held, acquired, or sold 5 percent or more of the outstanding ownership.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 BUSINESS ASSOCIATION	NAME AND ADDRESS		
2 BUSINESS TYPE	☐ Corporation ☐ Firm ☐ Partnership	☐ Limited Partnership ☐ Limited Liability Partnership ☐ Professional Corporation	☐ Professional Association ☐ Joint Venture ☐ Other _____
3 HELD, ACQUIRED, OR SOLD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
BUSINESS ASSOCIATION	NAME AND ADDRESS		
BUSINESS TYPE	☐ Corporation ☐ Firm ☐ Partnership	☐ Limited Partnership ☐ Limited Liability Partnership ☐ Professional Corporation	☐ Professional Association ☐ Joint Venture ☐ Other _____
HELD, ACQUIRED, OR SOLD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
BUSINESS ASSOCIATION	NAME AND ADDRESS		
BUSINESS TYPE	☐ Corporation ☐ Firm ☐ Partnership	☐ Limited Partnership ☐ Limited Liability Partnership ☐ Professional Corporation	☐ Professional Association ☐ Joint Venture ☐ Other _____
HELD, ACQUIRED, OR SOLD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
BUSINESS ASSOCIATION	NAME AND ADDRESS		
BUSINESS TYPE	☐ Corporation ☐ Firm ☐ Partnership	☐ Limited Partnership ☐ Limited Liability Partnership ☐ Professional Corporation	☐ Professional Association ☐ Joint Venture ☐ Other _____
HELD, ACQUIRED, OR SOLD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____

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ASSETS OF BUSINESS ASSOCIATIONS

PART 11B

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Describe all assets of each corporation, firm, partnership, limited partnership, limited liability partnership, professional corporation, professional association, joint venture, or other business association in which you, your spouse, or a dependent child held, acquired, or sold 50 percent or more of the outstanding ownership and indicate the category of the amount of the assets.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 BUSINESS ASSOCIATION	NAME AND ADDRESS	
2 BUSINESS TYPE		
3 HELD, ACQUIRED, OR SOLD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____	
4 ASSETS	DESCRIPTION	CATEGORY ☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
		☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
		☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
		☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
		☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
		☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
		☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE
		☐ LESS THAN \$9,440 ☐ \$9,440--\$18,889 ☐ \$18,890--\$47,219 ☐ \$47,220 OR MORE

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PART 11C

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

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BOARDS AND EXECUTIVE POSITIONS

PART 12

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

List all boards of directors of which you, your spouse, or a dependent child are a member and all executive positions you, your spouse, or a dependent child hold in corporations, firms, partnerships, limited partnerships, limited liability partnerships, professional corporations, professional associations, joint ventures, other business associations, or proprietorships, stating the name of the organization and the position held.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

¹ ORGANIZATION			
² POSITION HELD			
³ POSITION HELD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
ORGANIZATION			
POSITION HELD			
POSITION HELD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
ORGANIZATION			
POSITION HELD			
POSITION HELD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
ORGANIZATION			
POSITION HELD			
POSITION HELD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
ORGANIZATION			
POSITION HELD			
POSITION HELD BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____

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EXPENSES ACCEPTED UNDER HONORARIUM EXCEPTION

PART 13

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Identify any person who provided you with necessary transportation, meals, or lodging, as permitted under section 36.07(b) of the Penal Code, in connection with a conference or similar event in which you rendered services, such as addressing an audience or participating in a seminar, that were more than perfunctory. Also provide the amount of the expenditures on transportation, meals, or lodging. You are not required to include items you have already reported as political contributions on a campaign finance report, or expenditures required to be reported by a lobbyist under the lobby law (chapter 305 of the Government Code).

¹ PROVIDER	NAME AND ADDRESS
² AMOUNT	
PROVIDER	NAME AND ADDRESS
AMOUNT	
PROVIDER	NAME AND ADDRESS
AMOUNT	
PROVIDER	NAME AND ADDRESS
AMOUNT	

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INTEREST IN BUSINESS IN COMMON WITH LOBBYIST

PART 14

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Identify each corporation, firm, partnership, limited partnership, limited liability partnership, professional corporation, professional association, joint venture, or other business association, other than a publicly-held corporation, in which you, your spouse, or a dependent child, and a person registered as a lobbyist under chapter 305 of the Government Code both have an interest.

1 BUSINESS ENTITY	NAME AND ADDRESS
2 INTEREST HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
BUSINESS ENTITY	NAME AND ADDRESS
INTEREST HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
BUSINESS ENTITY	NAME AND ADDRESS
INTEREST HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
BUSINESS ENTITY	NAME AND ADDRESS
INTEREST HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
BUSINESS ENTITY	NAME AND ADDRESS
INTEREST HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____

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FEES RECEIVED FOR SERVICES RENDERED TO A LOBBYIST OR LOBBYIST'S EMPLOYER

PART 15

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Report any fee you received for providing services to or on behalf of a person required to be registered as a lobbyist under chapter 305 of the Government Code, or for providing services to or on behalf of a person you actually know directly compensates or reimburses a person required to be registered as a lobbyist. Report the name of each person or entity for which the services were provided, and indicate the category of the amount of each fee.

¹ PERSON OR ENTITY
FOR WHOM SERVICES
WERE PROVIDED

² FEE CATEGORY

☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

PERSON OR ENTITY
FOR WHOM SERVICES
WERE PROVIDED

FEE CATEGORY

☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

PERSON OR ENTITY
FOR WHOM SERVICES
WERE PROVIDED

FEE CATEGORY

☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

PERSON OR ENTITY
FOR WHOM SERVICES
WERE PROVIDED

FEE CATEGORY

☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

PERSON OR ENTITY
FOR WHOM SERVICES
WERE PROVIDED

FEE CATEGORY

☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

PERSON OR ENTITY
FOR WHOM SERVICES
WERE PROVIDED

FEE CATEGORY

☐ LESS THAN \$9,440 ☐ \$9,440 - \$18,889 ☐ \$18,890 - \$47,219 ☐ \$47,220 OR MORE

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BENEFITS DERIVED FROM FUNCTIONS HONORING PUBLIC SERVANT

PART 16

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet, **and do NOT include this page in the report.**

Section 36.10 of the Penal Code provides that the gift prohibitions set out in section 36.08 of the Penal Code do not apply to a benefit derived from a function in honor or appreciation of a public servant required to file a statement under chapter 572 of the Government Code or title 15 of the Election Code if the benefit and the source of any benefit over \$50 in value are: 1) reported in the statement and 2) the benefit is used solely to defray expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or a political subdivision. If such a benefit is received and is not reported by the public servant under title 15 of the Election Code, the benefit is reportable here.

¹ SOURCE OF BENEFIT	NAME AND ADDRESS
² BENEFIT	
SOURCE OF BENEFIT	NAME AND ADDRESS
BENEFIT	
SOURCE OF BENEFIT	NAME AND ADDRESS
BENEFIT	
SOURCE OF BENEFIT	NAME AND ADDRESS
BENEFIT	

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Revised 1/1/2023

CONTRACTS TO SELL GOODS OR SERVICES TO A GOVERNMENTAL ENTITY OR GOVERNMENTAL ENTITY CONTRACTOR

PART 17

If the requested information is not applicable, indicate that on Page 2 of the Cover Sheet and **DO NOT include this page in the report.**

List the parties to all contracts in the amount of \$2,590 or more if the aggregate of good or services sold under all written contracts exceeds \$10,370 in which you, your spouse, or a dependent child, or any business entity of which you, your spouse, or a dependent child, independently or in conjunction with, has at least 50% ownership.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on the Cover Sheet.

1 FILER PARTIES	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 GOVERNMENTAL PARTIES	NAME AND ADDRESS ☐ GOVERNMENTAL ENTITY ☐ CONTRACTOR FOR GOVERNMENTAL ENTITY _____
	NAME AND ADDRESS ☐ GOVERNMENTAL ENTITY ☐ CONTRACTOR FOR GOVERNMENTAL ENTITY _____
	NAME AND ADDRESS ☐ GOVERNMENTAL ENTITY ☐ CONTRACTOR FOR GOVERNMENTAL ENTITY _____
3 BUSINESS PARTIES	NAME AND ADDRESS
	NAME AND ADDRESS
	NAME AND ADDRESS

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Revised 1/1/2023

PERSONAL FINANCIAL STATEMENT AFFIDAVIT

The law requires the personal financial statement to be verified. The verification page must have the signature of the individual required to file the personal financial statement, as well as the signature and stamp or seal of office of a notary public or other person authorized by law to administer oaths and affirmations. Without proper verification, the statement is not considered filed.

I swear, or affirm, under penalty of perjury, that this financial statement covers calendar year ending December 31, 202, and is true and correct and includes all information required to be reported by me under chapter 572 of the Government Code.

Signature of Filer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

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

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

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

Signature of Registrant (Declarant)

ORDINANCE NO. O-2023-060

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS, AMENDING ARTICLE 2.05 "STANDARDS OF CONDUCT AND FINANCIAL DISCLOSURE," DIVISION 2 "FINANCIAL DISCLOSURE AND STANDARDS OF CONDUCT," SECTION 2.05.046 "PUBLIC ACCESS TO STATEMENTS; RETENTION" OF THE CODE OF ORDINANCES; AND PROVIDING FOR: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, although not required by state law, the City Council has adopted a requirement in its Code of Ordinances that City Council Members file a Financial Disclosure Form; and

WHEREAS, the City Council has found that amendments are necessary in carrying out the filing and dissemination of the Financial Disclosure Forms to the public; 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 amends Article 2.05 "Standards of Conduct and Financial Disclosure," Division 2 "Financial Disclosure and Standards of Conduct," Section 2.05.046 "Public Access to Statements; Retention" and its codification in the Code of Ordinances to read as follows:

Section 2.05.046 Public access to statements; retention.

- (a) Financial statements filed under this division are public records and shall be made available to the public in accordance with the Public Information Act. The city secretary shall maintain the statements in separate alphabetical files and in a manner that is accessible to the public during regular office hours. The address, phone number or family member shall be redacted before the financial statement is provided pursuant to a Public Information Act request ~~and/or posted on the city website.~~ The term "family member" shall mean the candidate's spouse, minor child, or adult child who lives in the candidate's home.
- (b) The city secretary shall maintain a written and/or electronic log of those individuals who review or inspect financial statements of council members. No copies shall be made of the

financial statements nor shall individuals be allowed to take photographs of the financial statements. The city secretary shall adopt such other reasonable internal procedures related to maintaining the financial statements in accordance with this section of the code.

(b) (c) The city secretary ~~may shall, and on notification from a former city official or candidate shall,~~ destroy any financial statements filed by the official or candidate after the second anniversary of the date the person ceases to be an official or candidate, as applicable.

Section 3. TOMA Compliance. 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

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 and 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 AND APPROVED by the CITY COUNCIL of the CITY OF HUTTO, TEXAS,
on the 21st day of September 2023 on vote of 4 AYES; 3 NAYS; 0
ABSTENTIONS.

By motion duly made, seconded, and passed with an affirmative vote of all the Council Members
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)



AGENDA ITEM REPORT

9.3.



To: City Council
Subject: Discussion and possible action regarding City of Hutto Utility Credit Card Processing Statements (Councilmember Porterfield)
Meeting: Thursday, June 20, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

This agenda item was requested via e-mail to the City Manager in an effort to obtain more background information regarding current credit card rates charged to citizens, and the processors used by the City. While most of this item discusses the Utility Billing processor, information on other processors used by the City is included as well.

Questions posed by Councilmember Porterfield (via email to City Manager)

I understand, based on Council direction, the City will be bringing solutions to provide different options for processing credit cards. I would like to see the history and gain a better understanding on how our credit card fees are itemized, allocated, processed, etc. I would like to be provided with any credit card fee statements and contracts that provide insight to our current rate, as discussed in the June 6 meeting.

Attached to this agenda item are the April processing statements for Utility Billing, which uses the Globalpay/Openedge Processor. This processor is also used by Municipal Court. Attached to this agreement is the "sole source" letter from the City's financial software (Tyler Incode) recommending this processor be used to ensure the most seamless operations.

Also attached to this agreement is the contract with the City's financial software, requiring the per transaction fee to have transactions imported to the software in real-time.

When did we begin with the current credit card rate? When did Council approve the current credit card rates? The most recent credit card rates were approved on September 28, 2023, and went into effect this fiscal year.

Was there any previous Council/City discussions on bringing us to where we are today with the credit card rates? In April of 2022, staff brought an increase in credit card fees being charged to customers for development services to 3% as a response to the fees being billed to the City.

During the FY 2024 budget cycle, Council noted that they no longer wanted to subsidize the bank and credit card fees being charged to the City at all; they asked that all credit card fees be passed to the customer. This resulted in a 4.25% fee being charged across the board. The high rate was of concern to some Councilmembers, and staff began to discuss solutions.

In April of 2024, a mid-year budget amendment for bank and credit card expenses in the utility fund prompted another review of the appropriate amount to charge customers to cover the bank and credit card fees related to credit card transactions. Staff proposed increases at the June 6th council meeting to cover these services, and Council elected to keep rates the same while staff worked to implement a new solution.

Questions posed by Councilmember Kolar (via email to City Manager)

AGENDA ITEM REPORT

9.3.



How many accounts we service/who all pays a City of Hutto bill in any way?

Water/Sewer Accounts: 7,993

Manville (Sewer Only): 2,455

Total Accounts: 10,448

Who all pays a City of Hutto bill in any way?

ACH Payments: 1,268 (12.2%)

Online payments/IVR: 7,339 (70.9%)

E-Box (Online Bill Pay): 667 (6.4%)

In-Person: 1,084 (10.5%)

Total: 10,358

These figures reflect activities in May of 2024. Accounts do not equal total payments due to timing of payments by customers.

Is it worthwhile to move entirely to ACH payments and no credit cards? Staff's concern with eliminating the ability to use credit cards may limit individuals who rely on this payment method. For example, a customer living paycheck to paycheck may find that they need to use a credit card at some point to ensure that their bills are paid.

Would streamlining this lessen the burden on staff?

Moving all credit card transactions to ACH would not decrease staff workload.

Other Background Information

When the Parks department switched over to the Civicrec software, the credit card processor changed to Forte. Forte charges the customers directly, and the City does not see or pass on any fees. That percentage is 2.5%.

Development Services is transitioning to a new software, which in turn will change the credit card processor from Merchant Services to Finix. Finix charges a credit card fee directly to the customers, and the City does not see or pass on any fees. This fee is 3.5%.

While Openedge/Globalpay is the preferred solutions of Tyler Technologies, other solutions are possible. Staff recognizes that as the cost of using Openedge and the \$2/transaction fee imposed by Tyler is becoming increasingly cost prohibitive. Since the last time rates were increased in October, staff has been reviewing solutions to both change the processor and eliminate the \$2 transaction fee.

The current solution being considered would eliminate the \$2 transaction fee and reduce processing to 2.95% for credit cards. This would result in the average customer saving \$1.70 per payment. Staff is also quantifying the cost of switching on its operations (batch vs. real-time processing, changes in the cashiering module). A neighboring City has recently implemented this solution and we are in discussions with them on any changes to their operations.

In addition to changes in staff operations, it would change the customer's experience in paying their bills, what types of information they will be able to access online, etc. Staff is checking references regarding the provider's system downtime and customer support.

AGENDA ITEM REPORT

9.3.



SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. May 2024
2. OpenEdge Sole Source Provider
3. Tyler Incode - Transaction Fee

Credit Card Merchant Statement

05/31/2024

Merchant : 0008788242904308
DBA : CITY OF HUTTO - UTILITIES

Hierarchy : 055-70-024-013-000

CITY OF HUTTO - UTILITIES
CHRISTINA BISHOP
500 W LIVE OAK
HUTTO, TX 78634

Information Advice

Deposits

Day	Ref No	Items	\$ Sales	\$ Credits	\$ Disc	\$ Net Deposit
01	88300000002	169	23,722.88	214.29	0.00	23,508.59
02	62900000002	649	79,699.24	0.00	0.00	79,699.24
03	65400000002	313	39,701.10	0.00	0.00	39,701.10
04	22800000002	1088	129,200.88	0.00	0.00	129,200.88
05	43400000002	130	16,070.02	0.00	0.00	16,070.02
06	85300000003	161	21,408.72	0.00	0.00	21,408.72
07	78800000002	167	23,212.11	0.00	0.00	23,212.11
08	53800000002	126	21,772.06	0.00	0.00	21,772.06
09	31700000002	161	21,893.79	0.00	0.00	21,893.79
10	37400000003	210	28,948.60	0.00	0.00	28,948.60
11	69200000002	781	114,498.80	0.00	0.00	114,498.80
12	79500000002	88	12,947.03	0.00	0.00	12,947.03
13	07600000002	84	11,731.72	0.00	0.00	11,731.72
14	69200000002	163	23,556.74	0.00	0.00	23,556.74
15	97500000002	120	17,542.45	0.00	0.00	17,542.45
16	37500000002	255	35,100.41	0.00	0.00	35,100.41
17	83400000002	203	27,242.48	0.00	0.00	27,242.48
18	91200000002	546	85,856.31	0.00	0.00	85,856.31
19	72700000014	100	12,796.58	0.00	0.00	12,796.58
20	16700000002	69	10,462.79	0.00	0.00	10,462.79
21	07900000002	152	22,340.95	0.00	0.00	22,340.95
22	81800000013	86	23,569.73	0.00	0.00	23,569.73
23	66800000002	140	19,505.62	0.00	0.00	19,505.62
24	92300000002	162	23,160.12	0.00	0.00	23,160.12
25	11700000002	381	53,257.36	0.00	0.00	53,257.36
26	86200000002	103	13,670.52	0.00	0.00	13,670.52

Credit Card Merchant Statement

05/31/2024

Merchant : 0008788242904308
DBA : CITY OF HUTTO - UTILITIES

Hierarchy : 055-70-024-013-000

CITY OF HUTTO - UTILITIES
CHRISTINA BISHOP
500 W LIVE OAK
HUTTO, TX 78634

Information Advice

Deposits

Day	Ref No	Items	\$ Sales	\$ Credits	\$ Disc	\$ Net Deposit
27	77400000002	58	7,388.79	0.00	0.00	7,388.79
28	12400000002	84	11,258.08	0.00	0.00	11,258.08
29	22300000002	194	27,323.90	0.00	0.00	27,323.90
30	90400000002	119	16,445.66	0.00	0.00	16,445.66
31	56600000002	198	28,767.75	0.00	0.00	28,767.75
Total		31	1,004,053.19	214.29	0.00	1,003,838.90

Deposit Item Summary

Sales:	7,259	1,004,053.19	DB Adj:	0	0.00
Credits:	1	214.29	CR Adj:	0	0.00
Total:	7,260	1,003,838.90	Total:	0	0.00

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
AMDB	1	90.50	90.50	0.6400	0.5300	1.11
INTER-CHG						0.69
DSPP	19	2,561.53	134.82	1.0800	0.9800	46.28
INTER-CHG						14.25

Credit Card Merchant Statement

05/31/2024

Merchant : 0008788242904308
DBA : CITY OF HUTTO - UTILITIES

Hierarchy : 055-70-024-013-000

CITY OF HUTTO - UTILITIES
CHRISTINA BISHOP
500 W LIVE OAK
HUTTO, TX 78634

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
AMEX	199	29,929.73	150.40	0.2000	0.1200	83.74
INTER-CHG						173.91
DISC	35	4,765.75	136.16	1.0800	0.9800	85.77
INTER-CHG						26.25
DSBS	1	217.67	217.67	1.0800	0.9800	3.33
INTER-CHG						1.50
DDBT	13	1,549.75	119.21	1.0800	0.9800	29.48
INTER-CHG						9.75
DSPM	47	5,976.16	127.15	1.0800	0.9800	110.60
INTER-CHG						35.25
VIBT	19	2,395.36	126.07	1.0800	0.9800	44.49
INTER-CHG						72.57
VBT5	19	5,311.58	279.56	1.0800	0.9800	75.99
INTER-CHG						161.25
VIBE	5	1,477.26	295.45	1.0800	0.9800	20.85
INTER-CHG						41.87
VISB	6	689.73	114.96	1.0800	0.9800	13.33
INTER-CHG						20.26
VISA	87	11,406.42	131.11	1.0800	0.9800	208.45
INTER-CHG						224.30
VIBS	156	36,879.35	236.41	1.0800	0.9800	551.18
INTER-CHG						510.47
VDBT	3,887	528,812.61	136.05	1.0800	0.9800	9,520.43
INTER-CHG						3,559.20
CVDBT	1	214.29	214.29	1.0800	0.0000	2.31
VISP	867	109,512.49	126.31	1.0800	0.9800	2,032.39

Credit Card Merchant Statement

05/31/2024

Merchant : 0008788242904308
DBA : CITY OF HUTTO - UTILITIES

Hierarchy : 055-70-024-013-000

CITY OF HUTTO - UTILITIES
CHRISTINA BISHOP
500 W LIVE OAK
HUTTO, TX 78634

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
INTER-CHG						2,830.77
VINF	178	22,762.41	127.88	1.0800	0.9800	420.27
INTER-CHG						484.45
VIPP	75	10,064.51	134.19	1.0800	0.9800	182.20
INTER-CHG						191.13
VISG	48	6,475.29	134.90	1.0800	0.9800	116.97
INTER-CHG						136.89
MCPD	13	1,384.32	106.49	1.0800	0.9800	27.69
INTER-CHG						8.45
MCEB	1	833.75	833.75	1.0800	0.9800	9.98
INTER-CHG						1.50
MCHV	39	4,563.73	117.02	1.0800	0.9800	87.51
INTER-CHG						29.25
MBL5	11	3,258.40	296.22	1.0800	0.9800	45.97
INTER-CHG						16.50
MC	20	2,457.58	122.88	1.0800	0.9800	46.14
INTER-CHG						15.18
MCBS	44	7,614.03	173.05	1.0800	0.9800	125.35
INTER-CHG						101.21
MDBT	1,071	143,825.39	134.29	1.0800	0.9800	2,602.90
INTER-CHG						437.36
MCWC	72	9,257.95	128.58	1.0800	0.9800	170.55
INTER-CHG						54.00
MWEL	291	42,307.95	145.39	1.0800	0.9800	742.10
INTER-CHG						217.62
MCEC	34	4,220.06	124.12	1.0800	0.9800	78.90

Credit Card Merchant Statement

05/31/2024

Merchant : 0008788242904308
DBA : CITY OF HUTTO - UTILITIES

Hierarchy : 055-70-024-013-000

CITY OF HUTTO - UTILITIES
CHRISTINA BISHOP
500 W LIVE OAK
HUTTO, TX 78634

Information Advice

Settlement / Discount

Description	Items	\$ Amount	Avg Ticket	Disc Rate	Item Rate	Fee Amount
INTER-CHG						25.50
MBWE	2	3,451.93	1,725.97	1.0800	0.9800	39.24
INTER-CHG						3.00
GP FEE-AMEX ACQUIRER TRANS FEE	199	0.00	0.00	0.0000	0.0200	3.98
CHGB	115	15,070.86	131.05	0.0100	0.0000	1.51
GP FEE - DISC DATA USAGE	115	0.00	0.00	0.0000	0.0025	0.29
GP FEE - VISA KILOBYTE	5,347	0.00	0.00	0.0000	0.0085	45.45
GP FEE - DISC ASSESSMENTS	115	15,070.86	131.05	0.1400	0.0000	21.10
GP FEE-VISA ASSESSMENTS-DEBIT	4,092	562,117.56	137.37	0.1300	0.0000	730.75
CCHGB	2	428.58	214.29	0.0000	-0.0155	0.04
GP FEE-VISA ASSESSMENTS-CREDIT	1,255	173,669.45	138.38	0.1400	0.0000	243.14
GP FEE - MC ASSESSMENTS	1,595	215,290.83	134.98	0.1400	0.0000	301.41
GP FEE-MC CROSS BDR DOMESTIC	1	87.82	87.82	0.6000	0.0000	0.53
GP FEE-MC ACQ PROGRAM SUPPORT	2	206.20	103.10	0.8500	0.0000	1.75
GP FEE - MC ASSESSMENTS LG TKT	3	7,884.26	2,628.09	0.1500	0.0000	11.83
GP FEE - MC ACCEPT & LICENSE	1,598	223,175.09	139.66	0.0200	0.0000	44.64
GP FEE - AMEX NETWORK	199	29,929.73	150.40	0.1650	0.0000	49.38
SETTLEMENT FUNDING FEE	7,258	1,003,962.69	138.32	0.4800	0.5800	9,028.66
RISK ASSESSMENT FEE	7,258	1,003,962.69	138.32	1.0500	0.9100	17,146.39
Total						54,560.66

Credit Card Merchant Statement

05/31/2024

Merchant : 0008788242904308

DBA : CITY OF HUTTO - UTILITIES

Hierarchy : 055-70-024-013-000

CITY OF HUTTO - UTILITIES

CHRISTINA BISHOP

500 W LIVE OAK

HUTTO, TX 78634

Information Advice

Other Fees

Card	Charge	Description	Number	Rate	Fees
For outlet 00000					
CHGB	201E	VSADDVERIF	10,923	0.0010	10.92
CHGB	201F	DSADDVERIF	233	0.0050	1.17
CHGB	211G	MC DGL MIN	965	0.0200	19.30
CHGB	211H	MC DGL	37,417,291	0.0200	74.83
CHGB	211J	MC DGL MAX	9	0.2000	1.80
CHGB	2954	GP FEE - MC NABU - DEBITS	1,750	0.0195	34.13
CHGB	2955	GP FEE - DISC NETWORK AUTH	118	0.0025	0.30
CHGB	2964	GP FEE - VISA APF-CREDIT	1,314	0.0195	25.62
CHGB	2969	GP FEE - VISA APF-DEBIT	4,437	0.0155	68.77
CHGB	2971	GP FEE - MC CVC2	2,135	0.0025	5.34
CHGB	2977	VS SIF C1D	55	0.1000	5.50
CHGB	2985	MC TPE MAC	1	0.0300	0.03
	3007	BANK DEPOSIT SRVC FEE	1	0.5500	0.55
	3009	BANK DEPOSIT SRVC FEE	31	0.1000	3.10
	3009	BANK DEPOSIT SRVC FEE	7,259	0.5500	3,992.45
	6010	MEMB FEES	0	0.0000	5.00
	6029	NETWORK SECURITY & COMPLIANCE	0	0.0000	139.00
	6085	PCI PROGRAM FEE	0	0.0000	14.75
	6100	GP-MC MONTHLY FEE	0	0.0000	1.25
	6112	ACCOUNT MAINTENANCE	0	0.0000	5.00
	6299	FIXED ACQ NETWORK FEE 2	0	0.0000	151.21
	6313	REG COMP	0	0.0000	5.60
	6443	PCI NON COMPLIANCE FEE	0	0.0000	94.95
Total other fees					4,660.57

Your Account has been debited:

\$59,221.23

Credit Card Merchant Statement

05/31/2024

Merchant : 0008788242904308
DBA : CITY OF HUTTO - UTILITIES

Hierarchy : 055-70-024-013-000

CITY OF HUTTO - UTILITIES
CHRISTINA BISHOP
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HUTTO, TX 78634

Information Advice

Messages

GLOBAL PAYMENTS INTEGRATED REVIEWS CREDIT CARD PROCESSING COSTS PERIODICALLY TO ACCOUNT FOR, AMONG OTHER FACTORS, COST INCREASES, INVESTMENT IN NEW TECHNOLOGIES AND THE MAINTENANCE OF HIGH SERVICE LEVELS. OUR GOAL IS TO PROVIDE WORLD-CLASS PRODUCTS AND SERVICE EACH DAY THAT DRIVE YOUR SUCCESS. TO THIS END AND PURSUANT TO YOUR MERCHANT AGREEMENT, YOU MAY NOTICE NEW FEES AND/OR CHANGES TO SOME OF YOUR RATES AND FEES INCLUDING YOUR DISCOUNT RATES, PER ITEM FEES, RISK ASSESSMENT FEE, BATCH FEES, PCI NON-COMPLIANCE FEE, AND NETWORK SECURITY AND COMPLIANCE FEE, EFFECTIVE MAY 2024.

PLEASE REVIEW YOUR MERCHANT STATEMENT CAREFULLY FOR ANY CHANGES. IF YOU OBJECT TO ANY NEW OR INCREASED FEES, YOU MAY TERMINATE YOUR MERCHANT AGREEMENT WITHOUT PENALTY BY PROVIDING WRITTEN NOTICE AS PER YOUR AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE MERCHANT STATEMENT CONTAINING THESE FEES. AS A REMINDER, PLEASE NOTE THAT YOU MUST PROVIDE NOTICE OF ANY ERRORS, IMPROPER CHARGES OR OTHER ISSUES WITH YOUR STATEMENT WITHIN 90 DAYS OF THE DATE OF THE STATEMENT.



Open Edge Integration to Tyler Incode - Sole Source Letter

To Whom It May Concern:

This letter is to confirm that OpenEdge, owns all rights, title and license in and to, the OpenEdge payment processing solution and related services (collectively, the "OpenEdge Solution"). OpenEdge is the only authorized developer and licensor of the OpenEdge Solution and, except as set forth in agreements with its marketing partners, is the only entity authorized to implement, promote and maintain the OpenEdge Solution.

Open Edge is a Tyler Technologies, Inc. ("Tyler") Preferred Partner. Tyler is an authorized marketing partner of OpenEdge. The OpenEdge Solution is an integrated payment processing solution that directly integrates with mutually agreed upon Tyler software products, including those applications that have been identified to you as "Incode."

Open Edge is the only solution provider for Tyler products that offers an integrated system for: automated bank reconciliation, direct refunds to credit card accounts, one-step voided payments.

Tyler is contractually authorized to include the OpenEdge Solution, including the terms and conditions applicable to that Solution, in Tyler-client contracts, or amendments thereto.

OpenEdge is currently the only solution that can meet Tyler's comprehensive requirements for a fully integrated, highly secure, credit card processing system.

Tyler Technologies, Inc.

By: 

Name: Shane Shepherd

Title: Director

Date: 01/23/2019

Hosted Applications

Randy Barker
City of Hutto
August 11, 2015



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	400	400	
- Hardware Configuration				
- DNS registration				
INCODE Utility Billing On-Line Component				
Utility Billing Online (4 cents per bill, per month)	7,000	0.02 /month	1,680	1,680
- Data extraction and storage				
- Display of:				
• Current status (late, cut off etc)				
• Action needed to avoid penalty				
• Current Balance				
• Deposits on file (optional)				
• Last payment date				
• Last payment amount				
• Payment arrangements on file				
• Last bill amount				
• Last bill date				
• Bill due date				
• Contracts on file and status				
• Transaction history				
- Address information including				
• Legal description*				
• Precinct*				
• School district*				
• Services at address				
* - Subject to data availability				
- Consumption history by service, including graphs				
- Request for service (optional)				
- Information change request (optional)				
- Security - SSL (Secure Socket Layer)				
- Online Payments				
• Payment packet is created to be imported to Utility System				
NOTE: Customer pays \$1.25 fee per transaction for payment on-line.				
Hosted Applications Total			2,080	1,680

AGENDA ITEM REPORT

9.4.



To: City Council
Subject: Discussion and possible action on Avery Lake Interceptor Funding (Mayor Snyder)
Meeting: Thursday, June 20, 2024
Department: City Council /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

None

AGENDA ITEM REPORT

9.5.



To: City Council
Subject: Consideration and possible action relating to TPDES Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)
Meeting: Thursday, June 20, 2024
Department: Legal /
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

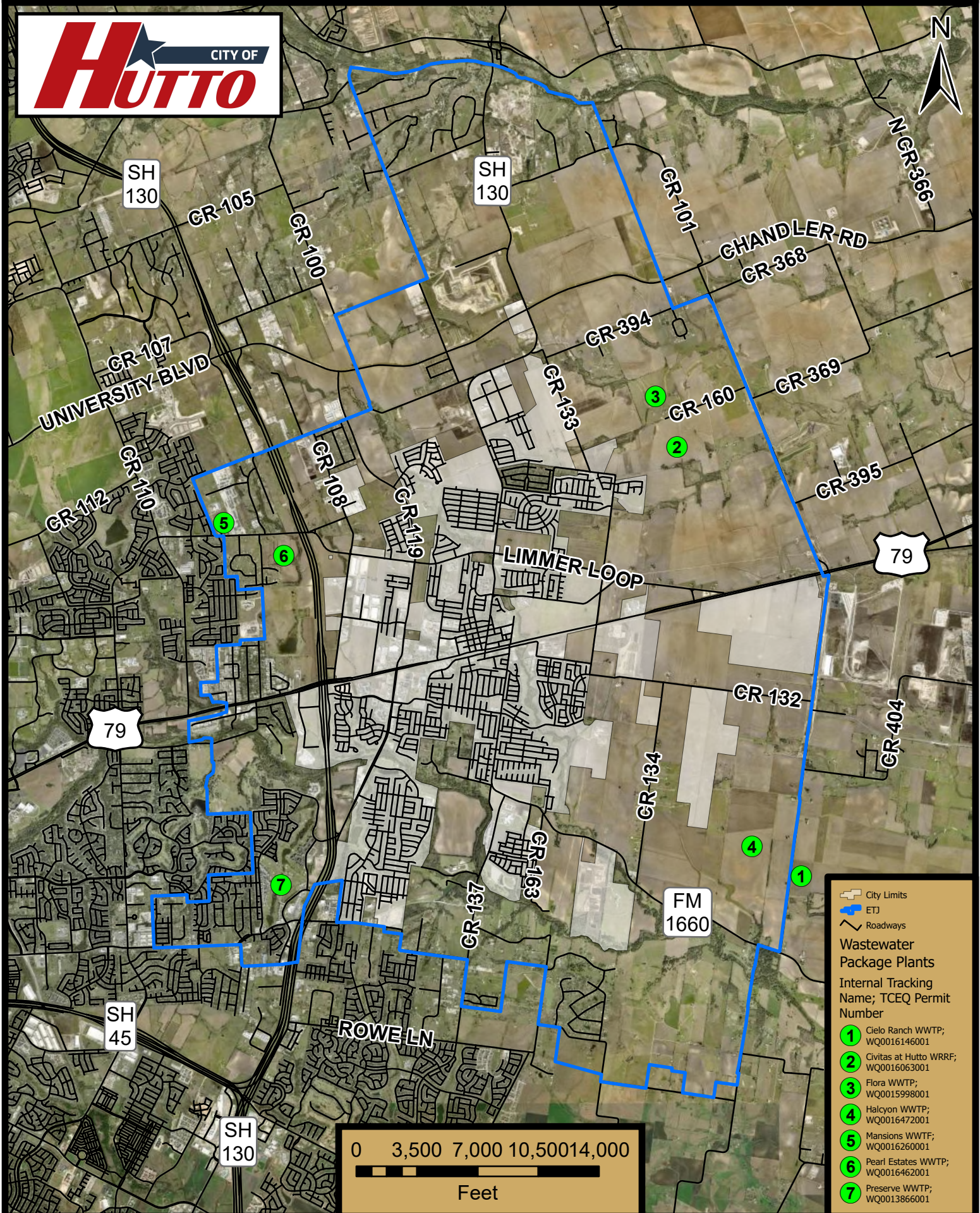
FISCAL NOTES:

At this time, there is no fiscal impact associated with this agenda item.

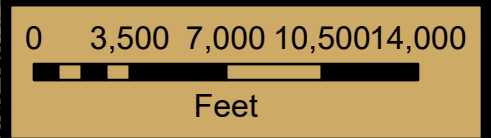
ATTACHMENTS:

1. Package_Plants
2. WW Package Plant Spreadsheet

Wastewater Package Plants



- City Limits
- ETJ
- Roadways
- Wastewater Package Plants**
- Internal Tracking Name; TCEQ Permit Number**
- 1** Cielo Ranch WWTP; WQ0016146001
- 2** Civitas at Hutto WRRF; WQ0016063001
- 3** Flora WWTP; WQ0015998001
- 4** Halcyon WWTP; WQ0016472001
- 5** Mansions WWTF; WQ0016260001
- 6** Pearl Estates WWTP; WQ0016462001
- 7** Preserve WWTP; WQ0013866001



MAP #	AREA	NICKNAME	FOR	HELD BY	STATUS	STATUS DATE	CITY ACTION
1	SE	CIELO	CIELO RANCH	WILCO MUD 45	TCEQ Meeting	April 24, 2024	Coordinate with Protestans
2	NE	CIVITAS	CIVITAS	CIVITAS	ACTIVE (APPROVED)	September 30, 2022	NONE
3	NE	FLORA	FLORA	HUTTO 525	ACTIVE (APPROVED)	August 5, 2022	NONE
4	SE	HALCYON	HALCYON	HWY 3349	Amended Notice Sent	March 26, 2024	
5	NW	MANSIONS	LIMMER LOOP	705 LIMMERLOOPJV	Public meeting reschedule	March 28, 2024	
6	NW	PEARL ESTATES	HUTTO TRACT	LIMMER HOLDINGS	Notice Sent/TCEQ Review	February 27, 2024	
7	SW	PRESERVE	FOREST CREEK	SWWC UTILITIES	ACTIVE (APPROVED)	March 11, 2024	NONE

AGENDA ITEM REPORT

10.1.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-124 authorizing the City Manager to execute a multi-year contract in an amount of \$196,280.47 with VertexOne Software, LLC for a water customer engagement solution using Advanced Metering Infrastructure water use data to manage conservation, leaks, communications, and water savings. (Monica Burke, Rick Coronado)
Meeting: Thursday, June 20, 2024
Department: Utility Billing /
Staff Contact: Rick Coronado

BACKGROUND INFORMATION:

The Public Works Department and Utility Billing Division (Finance Department) have determined the need to enhance customer experience for the City of Hutto water customers by providing a customer engagement portal to see water use insights by detecting water leaks, setting up notification thresholds, and identifying conservation strategies to save water. The WaterSmart Program provides customers with an integration of billing, water use score, water-saving recommendations, communications alerts, water reports, and leak identification.

Staff has determined that the WaterSmart Program provides departmental goals for Utility Billing and Public Works in conservation and customer engagement. The system has the capability to integrate with a payment system, the existing Advanced Metering Infrastructure (AMI) system and the financial system that is utilized by the city. The City of Hutto's AMI system collects water use information on an hourly basis and is reported daily. This information will be available to water customers through the portal.

The software portal will be available to approximately 7,800 City of Hutto Water customers with the City's Certificates of Convenience and Necessity (CCN). This service is anticipated to be available by the end of the fiscal year (September) with initial value-added services to manage water use, leaks, communication, and cost. Future features will include a single sign-on to payment portal.

SUMMARY OF REQUEST:

Approval of resolution as presented.

STAFF REVIEW:

Staff recommends approval.

AGENDA ITEM REPORT

10.1.



FISCAL NOTES:

The annual cost is approximately \$35,000 per year if integrated with a payment system. The initial implementation, including 1 year of software services and professional services, is \$52,443. Budget for this software implementation was approved for FY24. Available funding is \$52,500 and is included in 50-020-010-6412 - Software Licensing. Multi-year contract is for a 5-year contract. Multi-year annual costs include system growth and on-demand messaging allowance. This contract is account based and will increase incrementally due to increased accounts over the five-year period.

Year 1 (FY 2024)	\$52,442.96
Year 2 (FY 2025)	\$33,821.28
Year 3 (FY 2026)	\$35,227.44
Year 4 (FY 2027)	\$36,662.24
Year 5 (FY 2028)	\$38,126.55
Total	\$196,280.47

ATTACHMENTS:

1. Hutto Res Approving VertexOne 6.20.2024
2. Hutto Texas VXsmart Demo + Portal
3. Exhibit A: Order Form Hutto TX 20240604_Consolidated

RESOLUTION NO. R-2024-124

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING THE AGREEMENT BETWEEN VERTEXONE
SOFTWARE LLC. AND THE CITY OF HUTTO IN THE
AMOUNT OF \$196,280 FOR SOFTWARE AND
PROFESSIONAL SERVICES FOR WATER CUSTOMER
PORTAL SOFTWARE; AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT;
PROVIDING PROPER NOTICE & MEETING, AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to enter into a contract for water engagement and portal software services between VertexOne Software LLC (“VertexOne”) and the City of Hutto, Texas (City); and

WHEREAS, as detailed in the terms of the Agreement, VertexOne will provide integration and software services to the City for twelve months in beginning effective date in in June 2024, and then for an addition four-year period through 2029; and

WHEREAS, as detailed in the terms of the Agreement, the City will pay a one-time implementation fee of \$20,000, VertexOne will provide integration and software services to the City for sixty months beginning effective date, and for an average annual subscription of \$35,256 for a total of \$196,280; 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 20th day of June 2024 on vote of __AYES; __NAYS; __ABSTENTIONS.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor

ATTEST:

Amanda Taylor, Interim City Secretary

VertexOne VXsmart Demo

October 2nd, 2023

MCKENZIE MEEK

MCKENZIE.MEEK@vertexone.net

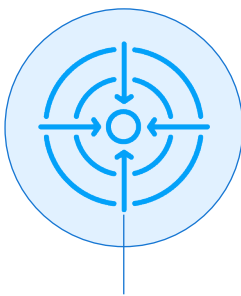
219-240-5016



PREPARED FOR

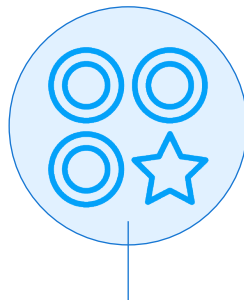
HUTTO CITY OF

VertexOne Overview



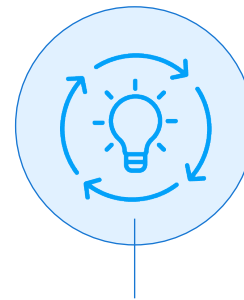
MARKET FOCUS

- Utility, Energy & Public Sector
- North America Only
- Water, Electric, Gas, Refuse
- SaaS Delivery Model



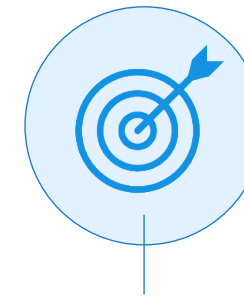
DIFFERENTIATORS

- Low Risk
- Proven Reliability
- Future Proof
- Predictable Cost



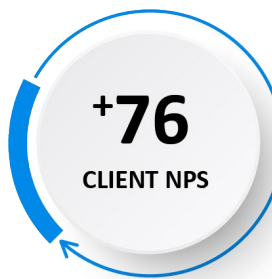
SOLUTION OFFERINGS

- Revenue Management
- Digital Engagement
- Data & Analytics
- Enhance SaaS Delivery



EXPERIENCE

- 105 Live CIS Clients
- 206 Digital Engagement Clients
- 187 Competitive/De-reg Clients
- 39 States and 4 Provinces



VertexOne Client & Partner Overview

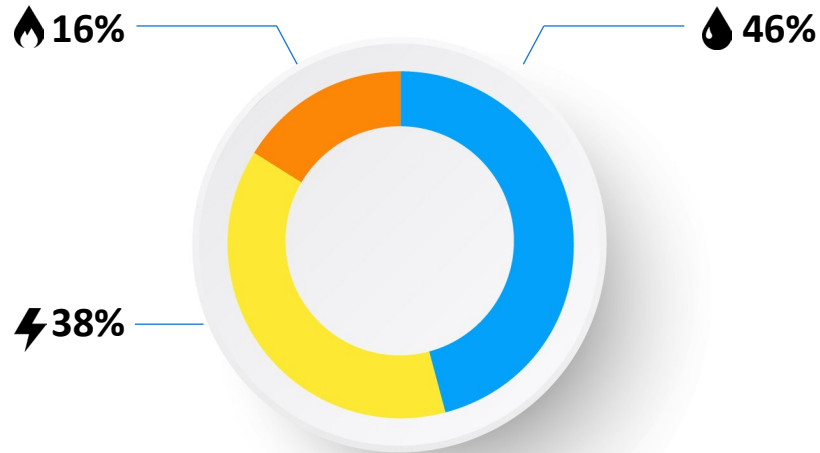
CLIENTS

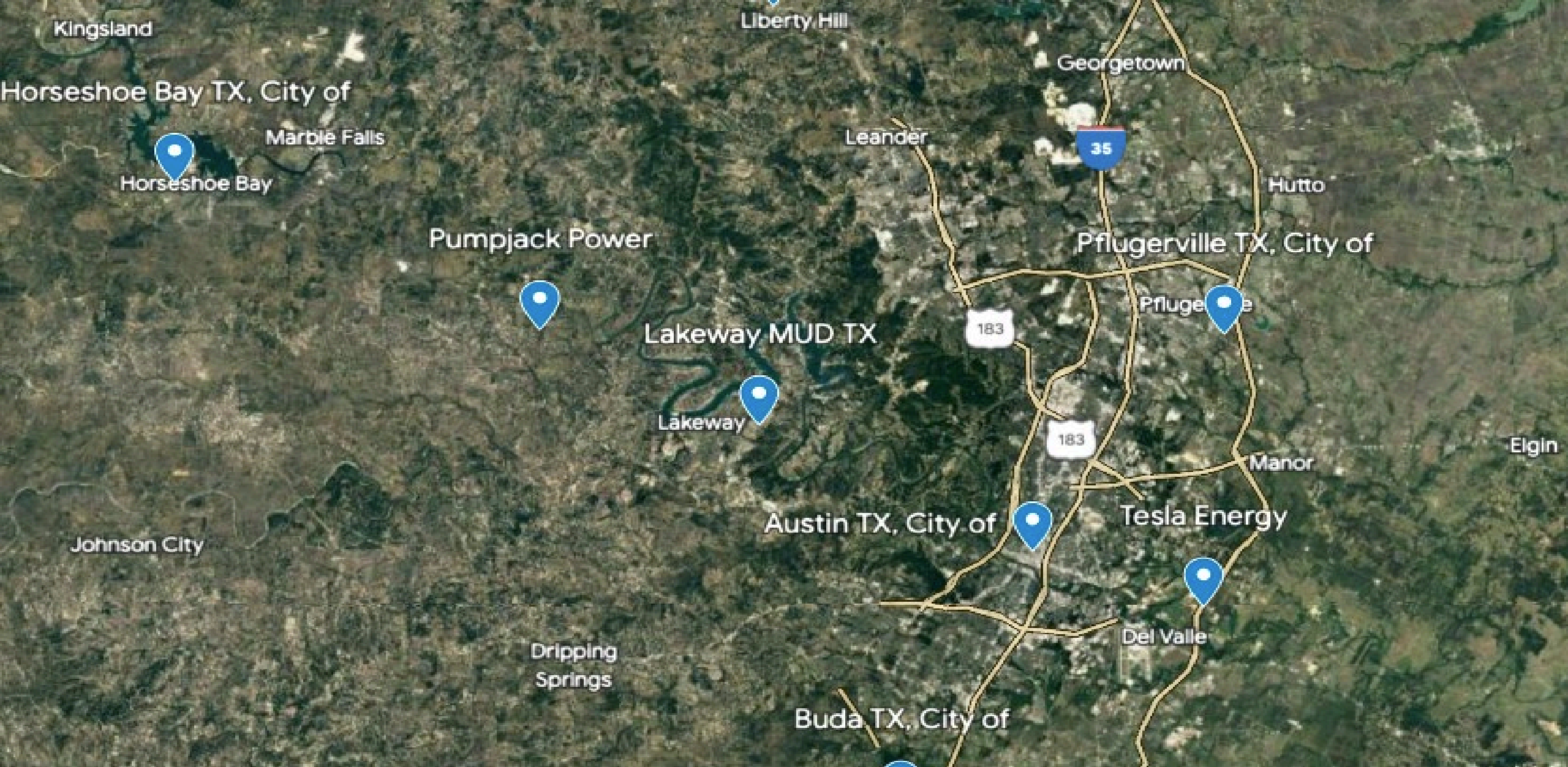


PARTNERS



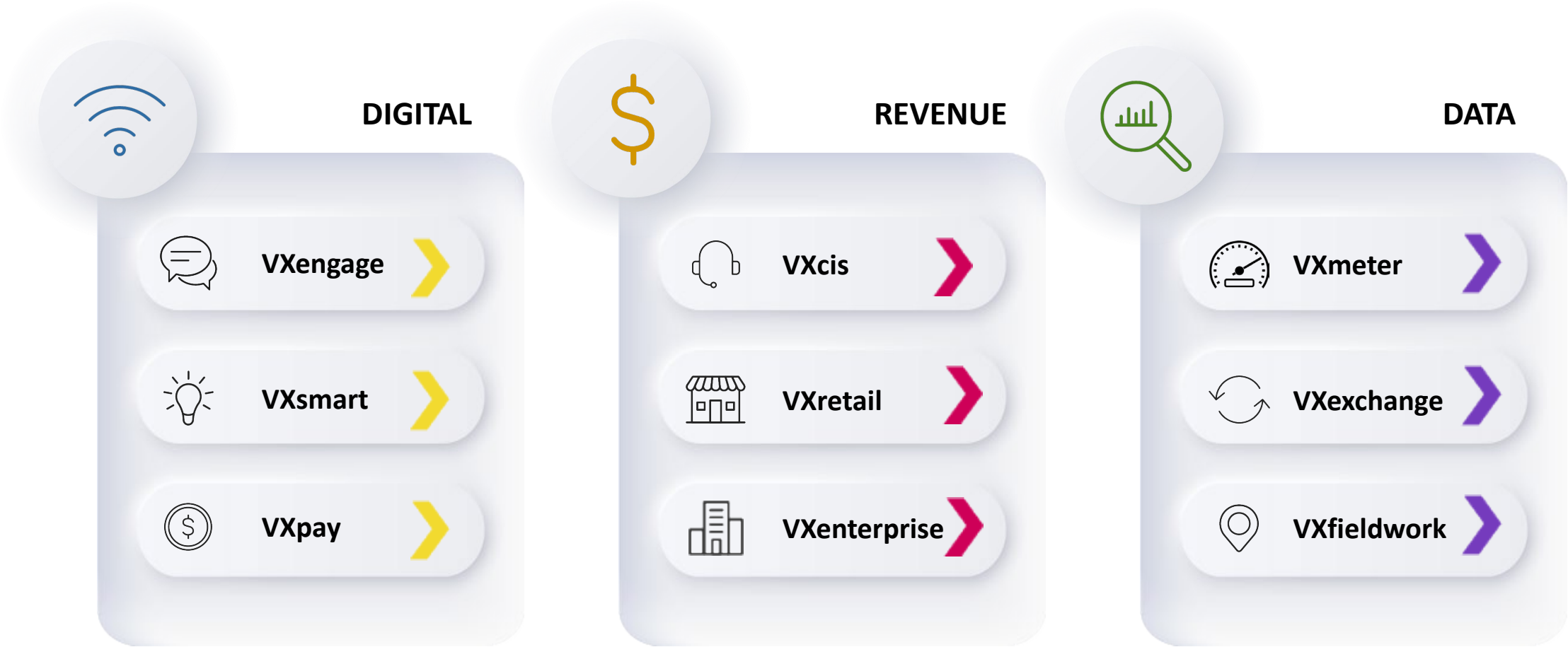
CLIENT MIX





VertexOne Client Overview – Austin, TX

VertexOne Products



VertexOne Digital Functional Packages

VertexOne Digital Packages Include:



Customer facing
Web Portal



Utility
Management
Portal



Mobile
Optimized



Communication
Engine



Document
Repository



VertexOne Cloud
Infrastructure
Management Support



VertexOne Secure
Managed IT Security
Services & Support

VXsmart Package

Customer Account Subscription Model

- ✓ File based CIS integration
- ✓ Leak Detection (Water only)
- ✓ Opt-in Consumption/Bill Notifications
- ✓ Home Water Reports + Welcome Letters
- ✓ AMI / Meter Analytics
- ✓ Conservation Analytics
- ✓ Configurable and Templated Reporting

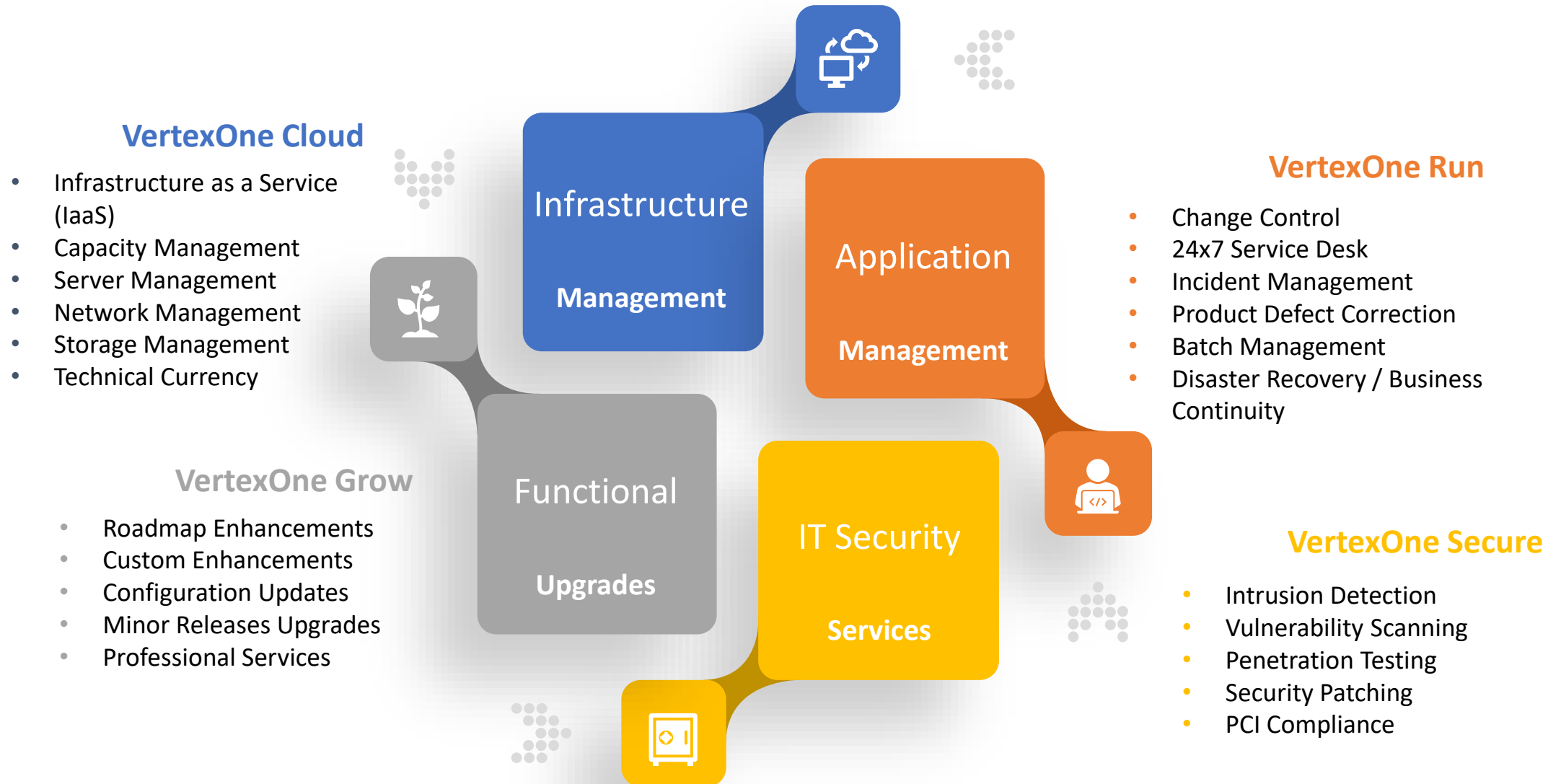
VXengage Package

Customer Account Subscription Model

- ✓ Real-time API CIS integration
- ✓ Multi-commodity
- ✓ Premium Styling
- ✓ Document Advantage
- ✓ Broadcast & Promotional Messaging
- ✓ Advanced ad-hoc communications
- ✓ Call deflection, self-service features

Enhanced SaaS Support

7



VXsmart Customer Portal Screenshots

May 31st, 2024

MCKENZIE MEEK

MCKENZIE.MEEK@vertexone.net

219-240-5016

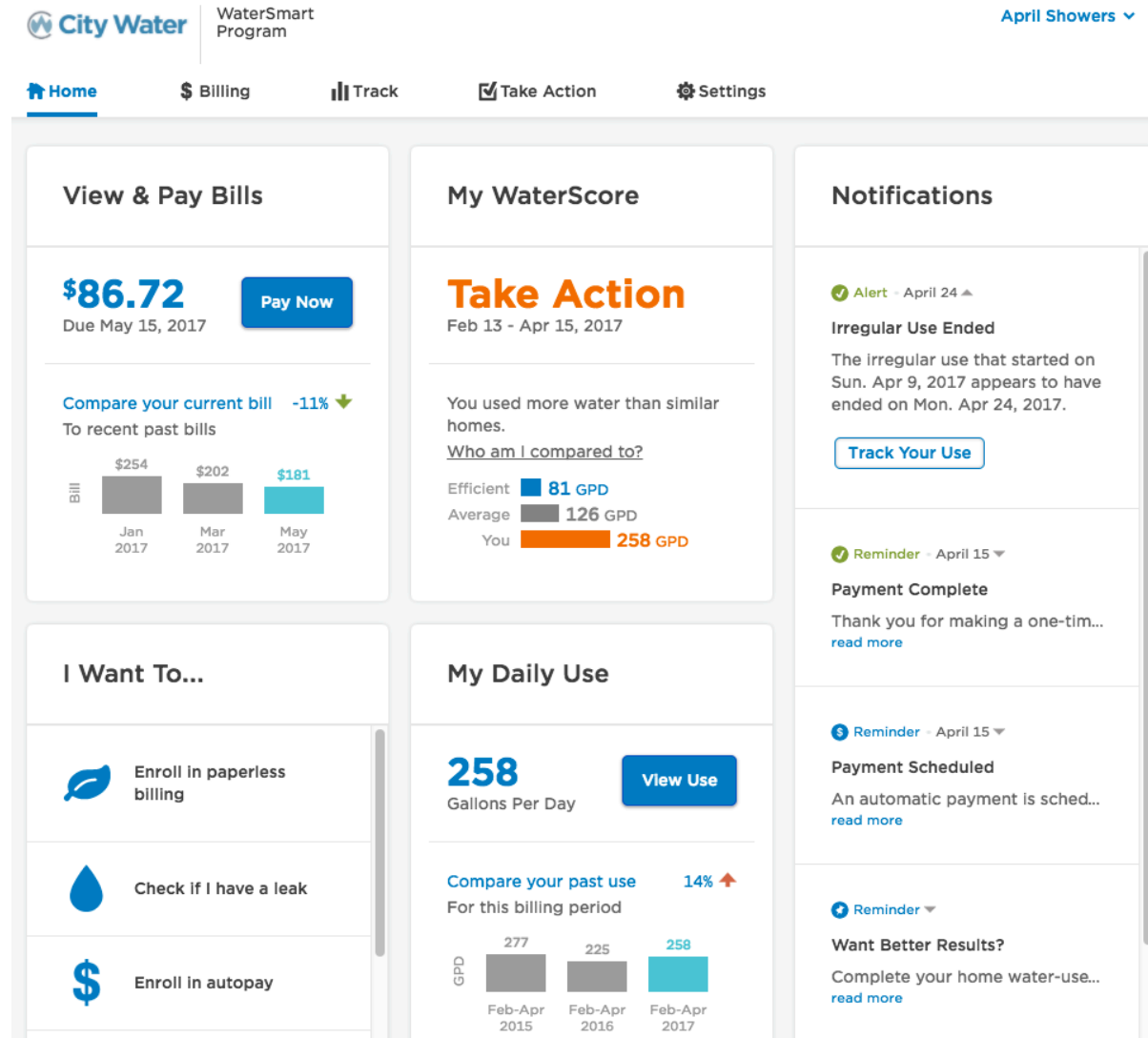


PREPARED FOR

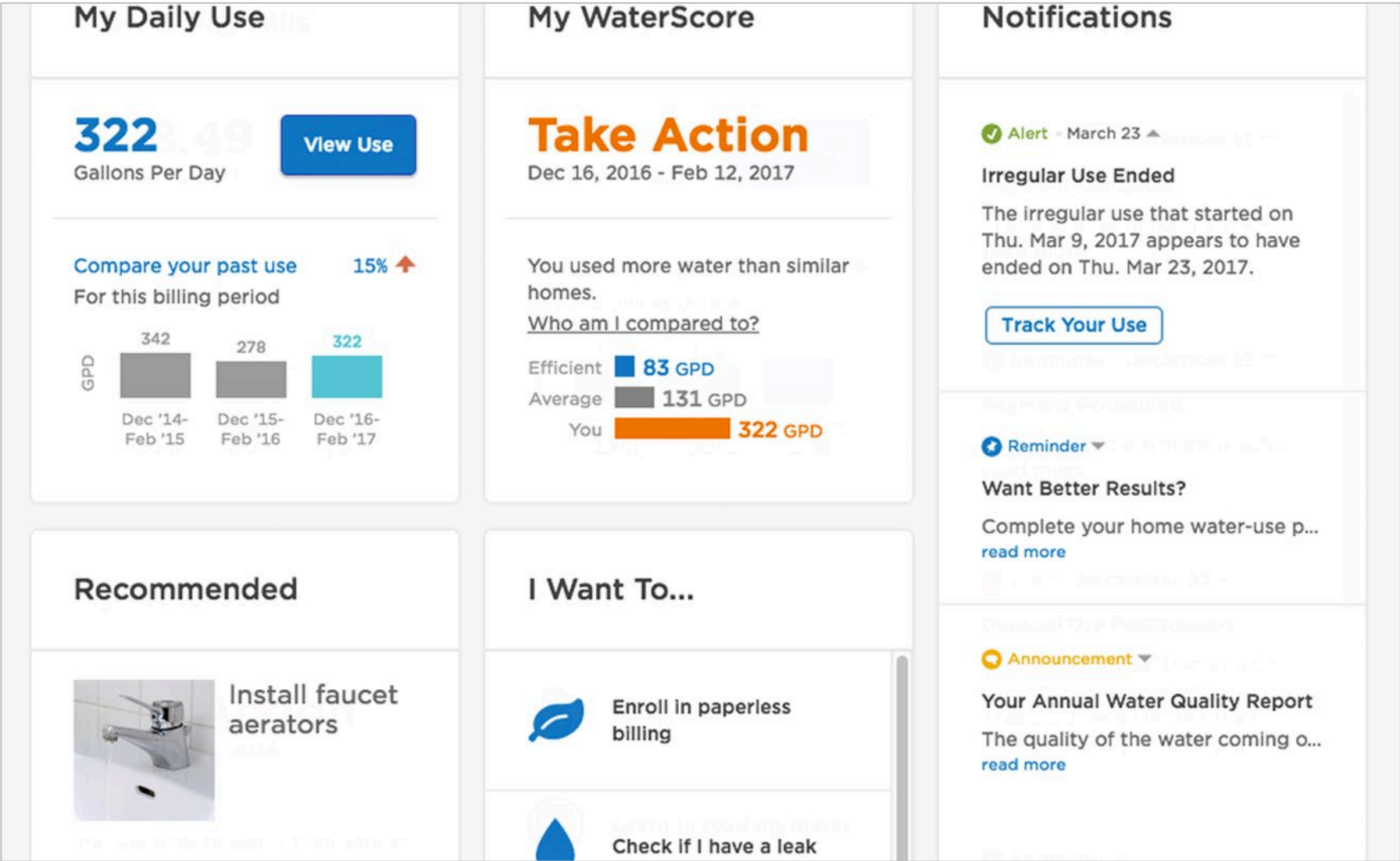
HUTTO CITY OF

Customer Portal Home Page

9



Tailored, Timely, and Targeted



Bill Presentment

11

City Water

WaterSmart
Program

April Showers ▾

Home

Billing

Track

Take Action

Settings

Payment

View Bill

Pay Bill

AutoPay

Settings

Manage Payment Options

Bill Delivery Method

Bill Alerts

View Bill

\$86.72

Due May 15, 2017

Account 906910329601 balance as of Apr 15, 2017 at 5:53am

View Bill

Pay Bill

Billing History

Date	Type	Amount	
Apr 23, 2017	Payment	-\$93.98	
Apr 15, 2017	Bill	\$180.70	View
Feb 18, 2017	Payment	-\$108.49	
Feb 12, 2017	Bill	\$202.47	View

Set Billing Preferences

 Home

 Billing

 Track

 Take Action

 Settings

Payment

View Bill

Pay Bill

AutoPay

Settings

Manage Payment Options

Bill Delivery Method

Bill Alerts

Bill Alerts

☒ Bill Reminder

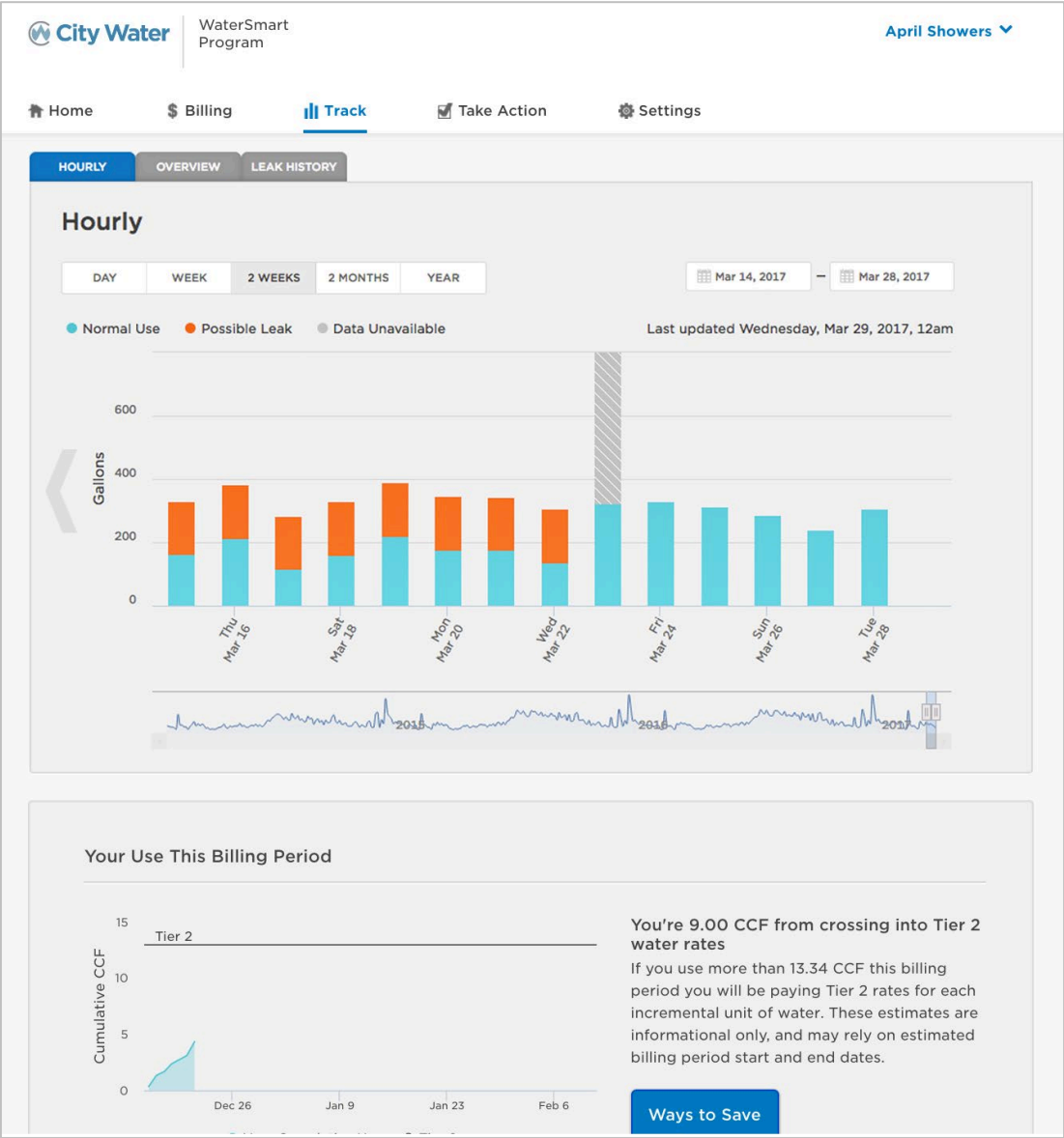
You will receive a reminder five days before your bill is due

☒ Email

☐ Text Message

☐ Voice Message

Customer Portal 'Track' Page with AMI Data



Personalized Water-Saving Recommendations

14

[Home](#) [Billing](#) [Track](#) [Take Action](#) [Settings](#)

! **Is your household different?**
Your use is compared to others who also have 3 occupants and a similar yard size. [Update Your Profile](#)

Recommended (6) [Cash Back \(3\)](#) [Outdoor \(34\)](#) [Indoor \(34\)](#) [Resources \(2\)](#) [All \(71\)](#)

Recommended Actions

Customized based on your [Household Profile](#).

Do not flush wipes
[+ Start Action](#)
[★ Save For Later](#)

Savings up to... **127 gpd** **\$472/yr**

Choose low water-use plants
[+ Start Action](#)
[★ Save For Later](#)

Savings up to... **38 gpd** **\$143/yr**

Upgrade your irrigation control *Rebate!*
[+ Start Action](#)
[★ Save For Later](#)

Savings up to... **38 gpd** **\$143/yr**

Water at dawn or dusk
[+ Start Action](#)
[★ Save For Later](#)

Savings up to... **29 gpd** **\$107/yr**

Install faucet aerators
[+ Start Action](#)
[★ Save For Later](#)

Savings up to... **19 gpd** **\$89/year**

Install high-efficiency toilets *Rebate!*
[+ Start Action](#)
[★ Save For Later](#)

Savings up to... **17 gpd** **\$64/year**

Page 99 of 218

Rich Set of Communication Preferences

15

Home

Billing

Track

Take Action

Settings

Account Settings

My Account

Additional Accounts

Additional Users

Communication Preferences

Water Reports

Leak Alerts

Bill Delivery Method

Bill Alerts

My Use Notifications

Utility Connect

Communication Preferences

☒ Water Reports

A periodic report including your current water use.

☒ Email

☐ Paper

☒ Leak Alerts

An alert generated if we think you have a leak.

☒ Email

☐ Text Message

☐ Voice Message

Bill Delivery Method

You will receive your bill statements by

☐ Email

☒ Paper

☒ Bill Reminder

You will receive a reminder five days before your bill is due

☒ Email

☐ Text Message

☐ Voice Message

☒ My Use Notifications

You will be notified when you use over __ times your normal seasonal use.

1X3X5X

*Typical GPD for Mar-Apr: 276

☒ Email

☒ Text Message

☒ Voice Message

Frequency

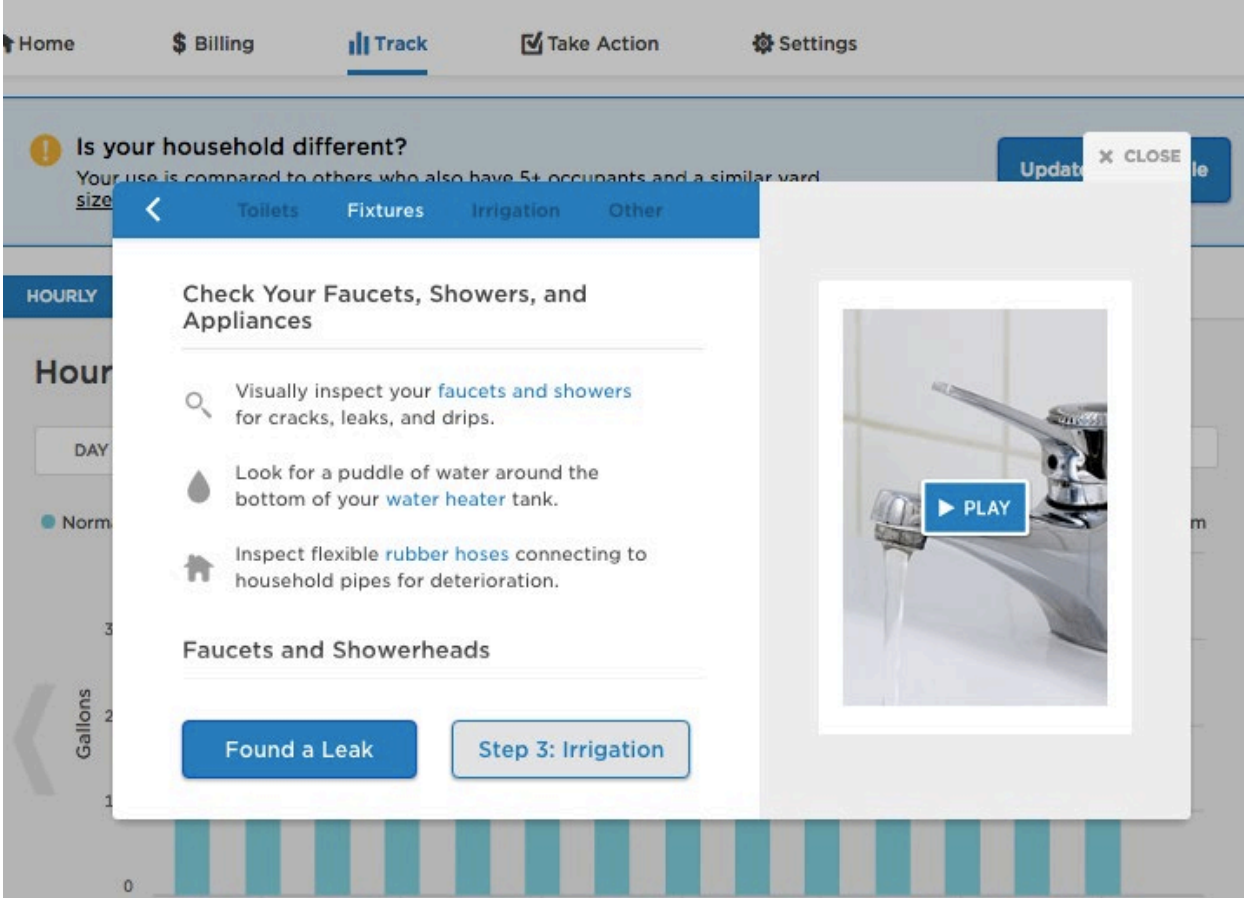
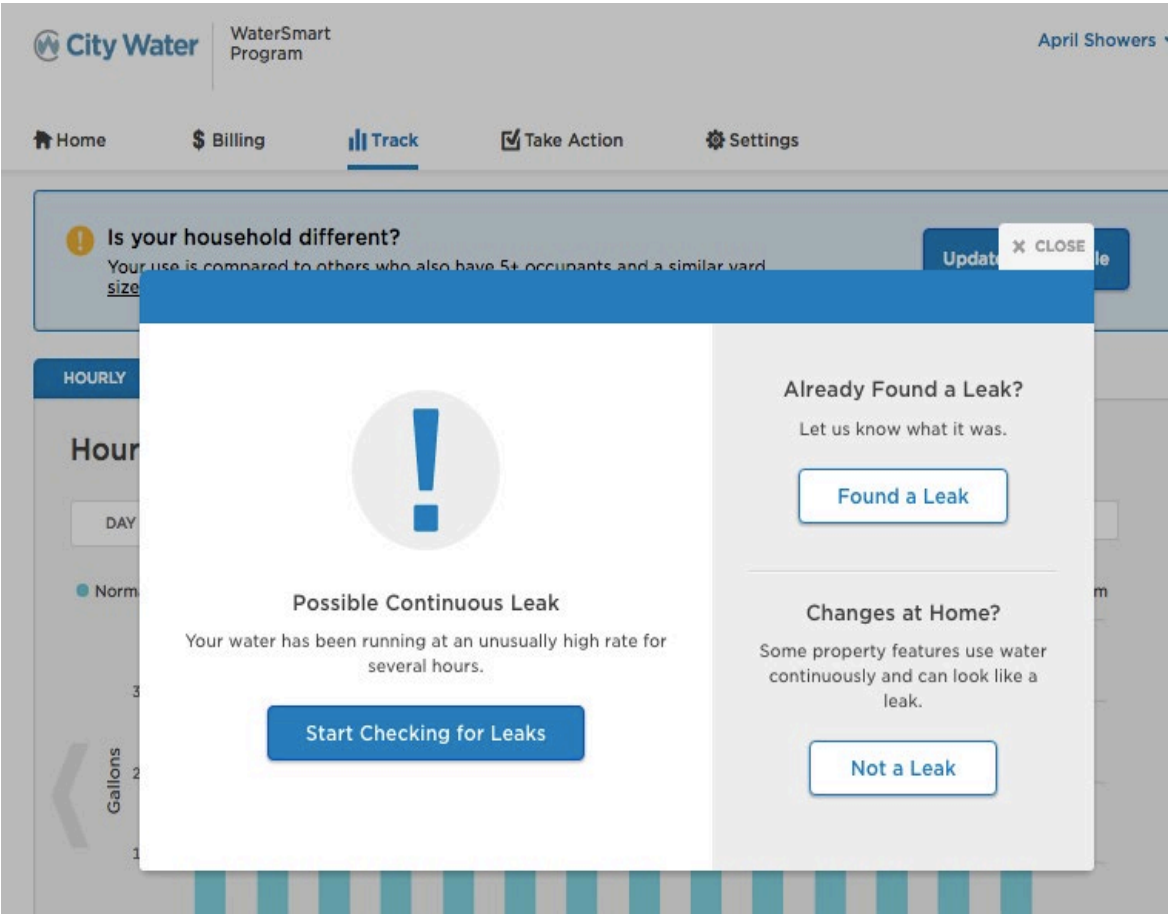
Daily notifications: Sent if your use in one calendar day exceeds your threshold.

☒ Daily Notifications

Billing period notifications: Sent if your average use over the course of a billing period exceeds your threshold.

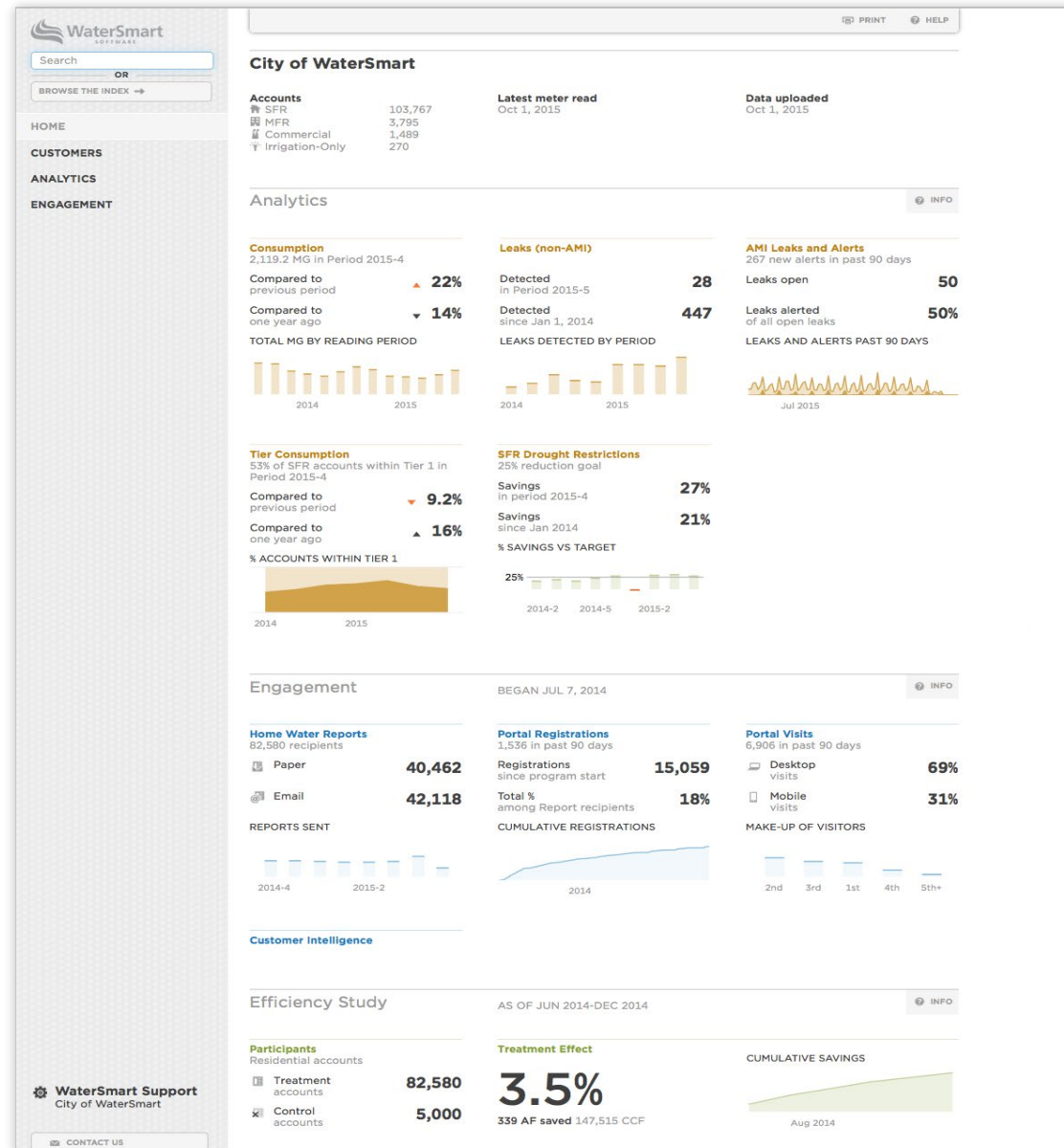
☒ Billing Period Notifications

Closed-Loop Leak Alerting



Utility Dashboard Analytics on the Back-End

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THANK YOU





ORDER FORM

Address Information	
Address Information	City of Hutto, TX 500 W Live Oak Street Hutto, TX 78634
Order Form Details	
Effective Date	Final signature date of Agreement
Subscription Start Date	Agreement Effective Date
Subscription End Date	60 months from Effective Date
Billing Frequency	Monthly
Billing Terms	30
VertexOne Software	VXsmart These Software components will be implemented and supported per the Services defined in the Agreement. These systems are deployed in a SaaS environment on a private cloud that is fully hosted and managed by VertexOne. Users will utilize a computing device with an internet browser to access the VertexOne-provided services. All licenses are provided to the Client on a subscription basis and charged by metric and/or fixed fees defined below.
Customer Accounts	Number of Customer accounts that have a completed transaction in VertexOne Software
Managed Meters	Number of meters that are uploaded into VertexOne Software.
Scheduled Field Resources	Resources eligible to be scheduled for a job. A resource can be a technician, a crew, or equipment. Dispatch users do not count towards Scheduled Resources.
Live Chat Users	Number of Client staff user eligible to participate in a live chat with an end customer.
Annual Escalation	All fees are subject to annual increases subject to CPI with a minimum increase of 3% (Consumer Price Index for All Urban Consumers: All Items (CPIAUCSL))
System Generated Notifications	Predefined, automated notifications triggered by business rules regarding payment actions, consumption alerts, account actions, etc., including emails related to self-service customer activity confirmation notifications (e.g., password changes, forgot password, autopay enrollment, paperless billing enrollment, profile updates, etc.). System Generated Notification will be indicated by an icon in the Utility Dashboard.
On Demand Notifications	Composition of a notification, merging any variable(s) into a new or existing template, formatting the message for delivery, initiating the delivery, and archival of the electronic image. The communication is triggered by a Client user, file upload, external system trigger, or predefined notifications triggered by user action.

1. Subscription Fees

Client shall pay VertexOne the SaaS Fees according to the Subscription Fee schedule below. If the unit of measurement is above the contracted minimum, Client will be invoiced based on the overage defined in the table below ("Per Unit Fee") for each unit above the contracted minimum.

Year 1

Component	VertexOne SKU	Unit of Measurement	Contracted Minimum	Per Unit Fee	Monthly SaaS Fee
VXsmart	EV2001	Managed Meters	7,800	\$0.80000	\$6,240.00
VertexOne Digital Base	EV1000	Active Accounts	1	\$18,000	\$18,000.00

PROPRIETARY AND CONFIDENTIAL - This document and the information contained herein is Confidential and Proprietary, contains VertexOne trade secrets, and is not for use by or disclosure to anyone except VertexOne, its affiliates and authorized representatives, and Client, except under written agreement between the parties, or as otherwise required by law.

20240513



Premium Integration – Payments Base	EF2003	Each	1	\$6,600.00	\$6,600.00
Premium Integration – Payments Variable	EV2003	Managed Meters	7,800	\$0.01320	\$102.96

Year 2

Component	VertexOne SKU	Unit of Measurement	Contracted Minimum	Per Unit Fee	SaaS Fee
VXsmart	EV2001	Managed Meters	7,800	\$0.82400	\$6,427.20
VertexOne Digital Base	EV1000	Active Accounts	1	\$18,540.00	\$18,540.00
Premium Integration – Payments Base	EF2003	Each	1	\$6,798.00	\$6,798.00
Premium Integration – Payments Variable	EV2003	Managed Meters	7,800	\$0.01360	\$106.08

Year 3

Component	VertexOne SKU	Unit of Measurement	Contracted Minimum	Per Unit Fee	SaaS Fee
VXsmart	EV2001	Managed Meters	7,800	\$0.84872	\$6,620.02
VertexOne Digital Base	EV1000	Active Accounts	1	\$19,096.20	\$19,096.20
Premium Integration – Payments Base	EF2003	Each	1	\$7,001.94	\$7,001.94
Premium Integration – Payments Variable	EV2003	Managed Meters	7,800	\$0.01401	\$109.28

Year 4

Component	VertexOne SKU	Unit of Measurement	Contracted Minimum	Per Unit Fee	SaaS Fee
VXsmart	EV2001	Managed Meters	7,800	\$0.87418	\$6,818.60
VertexOne Digital Base	EV1000	Active Accounts	1	\$19,669.09	\$19,669.09
Premium Integration – Payments Base	EF2003	Each	1	\$7,211.99	\$7,212.00
Premium Integration – Payments Variable	EV2003	Managed Meters	7,800	\$0.01443	\$112.55

Year 5

Component	VertexOne SKU	Unit of Measurement	Contracted Minimum	Per Unit Fee	SaaS Fee
VXsmart	EV2001	Managed Meters	7,800	\$0.90040	\$7,023.12
VertexOne Digital Base	EV1000	Active Accounts	1	\$20,259.16	\$20,259.16
Premium Integration – Payments Base	EF2003	Each	1	\$7,428.358	\$7,428.36
Premium Integration – Payments Variable	EV2003	Managed Meters	7,800	\$0.01486	\$115.91

2. Transactional Fees

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20240513



The table below describes VertexOne's operational Fees & charges for work activities related to the provision of VertexOne's Software and Services for Client. Transactional fees are subject to Annual Escalation.

For this Order Form, transactional Fees shall be subject to the following terms:

- (1) Transactional Fees are determined by the volume of Services consumed and will be invoiced on the first full business day of the month following the provision of the Service, or the first full business day of the month following the availability of invoices or tracking data required to determine the payment amount.
- (2) Except as expressly provided otherwise, transactional Fees are not cancelable, and Fees paid are not refundable.
- (3) As an express condition of the Client's use of Services, the Client agrees to pay the transactional Fees. Any undisputed amount owing under this section not paid in accordance with its due date shall be a default and subject to the rights and remedies set out in the Agreement.

Price Component	VertexOne SKU	Price	Note
<i>Composition Fee</i>	<i>ET1001</i>	<i>\$0.005</i>	<i>Per On Demand communication (Email, SMS, Print, and/or Call) generated by VertexOne</i>
<i>Document Archival</i>	<i>ET1002</i>	<i>\$0.005</i>	<i>One-time charge, per item archived by VertexOne. This applies to all documents that incur composition fees (detailed above) or documents uploaded by Client staff and/or Client end-customers.</i>
<i>SMS Gateway Management Fee</i>	<i>ET1003</i>	<i>10% of SMS Gateway Pass-through</i>	
<i>Print Vendor Management</i>	<i>ET1004</i>	<i>10% of Print Vendor Pass-through</i>	
<i>Postage Vendor Management</i>	<i>ET1005</i>	<i>10% of Postage Pass-through</i>	
<i>SMS Gateway Pass Through</i>	<i>ET1006</i>	<i>Pass-through @ cost</i>	
<i>Print Vendor Pass Through</i>	<i>ET1007</i>	<i>Pass-through @ cost</i>	
<i>Postage Pass Through</i>	<i>ET1008</i>	<i>Pass-through @ cost</i>	

3. Passthrough Fees

It is acknowledged by the Parties that VertexOne will incur certain expenses while performing the Services which will be paid and administered by VertexOne, and which will be passed through to Client at actual cost on VertexOne's invoices. These pass-through expenses ("Pass-Through Expenses") are identified and listed below:

- Implementation and ongoing operations travel and living expenses



Additions or deletions to Pass-Through Expenses shall be addressed through the Change Management Policy.

4. Implementation Fees

Client shall pay VertexOne the following Fees and expenses in respect of the implementation Services and activities for defined in the SOW. The implementation fees are due upon the Effective Date.

Component	Implementation Fee
VXsmart Implementation	\$20,000.00
Total	\$20,000.00

5. Expenses

Each party will bear their own expense and costs for the Agreement unless specifically agreed in the Agreement or any SOW. Expenses, travel and accommodation costs incurred by VertexOne in performing the Services under this Agreement shall be handled and paid, if applicable, in accordance with the terms of the Agreement.

6. Rate Card

Additional requested work that falls under Exhibit A (Change Management Policy) will be billed, at the following hourly rate and do not include any requisite travel expenses. Blended rate prices are subject to Annual Escalation increases based on the terms of the Agreement.

Rate Card	Price	Note
VertexOne Blended Rate	\$ 225.00	Per hour for professional services

7. Invoicing

VertexOne is responsible for invoicing Client for Services performed pursuant to the Agreement. Itemized invoices shall include the following information (if applicable): contract number, purchase order number, description of supplies or services, quantities, unit prices, and total charges. Itemized invoices will also be emailed to monica.burke@huttotx.gov

8. Pricing Assumptions

Contractual Minimum	
1.	VertexOne reserves the right to audit units of measurements counted towards the contractual minimums for the VertexOne Software at least once annually to ensure an accurate count.
Emails	
2.	Client has the ability to send On Demand email notifications. If Client chooses to send On Demand email notifications, the On Demand communication fees outlined above apply. If the Client chooses not to send On Demand communications, no fees apply.

3.	There is no charge for emails related to self-service customer activity confirmation notifications (password changes, forgot password, autopay enrollment, paperless billing enrollment, profile updates, etc.).
4.	The On Demand email fees apply for any emails composed by VertexOne resulting from the receipt and processing of a file or transaction originating outside of the self-service application.
SMS	
5.	Client has the ability to send On Demand SMS (text) notifications. If Client chooses to send On Demand SMS notifications, the fees outlined will apply. If the Client chooses not to send On Demand SMS, no fees apply. Client will be subject to the Twilio fees will apply for each SMS (text) sent.
6.	System generated SMS (text) messages related to self-service customer activity confirmation notices (password changes, forgot password, autopay enrollment, paperless billing enrollment, profile updates, etc.) do not count as ad-hoc SMS and do not incur a fee. Client will be subject to the Twilio fees will apply for each SMS (text) sent.
7.	The On Demand SMS fees apply for any SMS composed by VertexOne resulting from the receipt and processing of a file or transaction originating outside of the self-service application.
8.	VertexOne will use VertexOne's Twilio account as the SMS gateway for Client and will pass through related fees as defined in section 2.
Print & Call File Composition	
9.	Client has the ability to send On Demand print ready files to Client's document print and mail vendor. If Client chooses to have VertexOne compose and send On Demand print ready files to Client's document print and mail vendor, the On Demand print & call file fees outlined above will apply. If the Client chooses not to send On Demand print ready files no fees apply.
10.	System generated print ready files do not incur the On Demand print fee.
11.	Client has the ability to send On Demand outbound dialer files to Client's outbound dialer vendor or through VertexOne's Twilio gateway. If Client chooses to send On Demand outbound dialer files, the ad-hoc print & call file fees outlined above will apply. If the Client chooses not to send On Demand outbound dialer files no fees apply.
Document Archival	
12.	Client has the ability to store documents using the VertexOne Software. If Client chooses to store documents in the VertexOne Software, the document archival fees outlined above will apply. The VertexOne Software fee is a one-time fee for any items archived in the VertexOne Software. The fee is incurred at the point an item is archived and covers archival for up to 24 months.
13.	For performance reasons, a size limit of 20 MB per document applies to documents loaded into VertexOne Software. Any requested increase in the max file size will be addressed through the Change Management Policy.
14.	Client can extend the archive period beyond 24-months through mutual the Change Management Policy.

TERMS AND CONDITIONS

This agreement is made between WaterSmart Software, Inc. ("VertexOne"), a Delaware Limited Liability Company, and City of Hutto, TX ("Utility"). In addition, for the protection of Utility and VertexOne, certain customary legal terms are set forth below and on the "Software-as-a-Service Provisions" attached. This document and its incorporated attachments are together referred to as the "Agreement".

1. Payment by Utility under this Agreement for the initial term specified above is outlined in the Order Form. VertexOne shall invoice Utility upon signing of the Agreement and be compensated as set forth in the Order Form, and Utility shall pay invoices within 30 days of receipt. VertexOne shall be entitled but not obligated to suspend services due to delinquent payments, and any late payments shall be subject to an additional charge of the lesser of either (i) 1.5% per month; or (ii) the maximum interest rate permitted by law. Client is responsible for paying all taxes associated with its purchases hereunder. If VertexOne has the legal obligation to pay or collect taxes, VertexOne will invoice Client and Client will pay that amount unless Client provides VertexOne with a valid tax exemption certificate authorized by the appropriate taxing authority.
2. Each party has the right to terminate this Agreement if the other party has materially breached the Agreement and such breach remains uncured for a period of thirty days after written notice of such breach is sent to the breaching party.
3. VertexOne is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
4. VertexOne shall perform its services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service VertexOnes serving water utilities in the United States. VertexOne and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to Utility.
5. The Software-as-a-Service Provisions attached are incorporated by reference and include terms covering intellectual property rights, confidentiality, cooperation of the parties, limitation of liability, and certain other terms. Also included are terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.
6. VertexOne shall hold harmless, defend, and indemnify Utility and its officers, directors, employees, and volunteers from and against all claims, damages, losses, and expenses including reasonable attorney fees arising out of VertexOne's services, to the extent caused by any grossly negligent act or omission of VertexOne, any of its subcontractors, and anyone employed by any of them, except if caused by the active negligence, sole negligence, or willful misconduct of Utility. VertexOne's defense and indemnity obligations under this

Agreement shall be limited and shall not exceed the fees received by VertexOne for the services that give rise to the liability in the twelve months preceding the accrual of such liability. The foregoing general defense and indemnity provisions shall not apply to contexts excluded by other express terms of this Agreement.

7. If Utility elects to make available to its end users optional bill payment services offered by or supported by VertexOne, which may or may not be integrated within VertexOne's electronic interfaces, Utility acknowledges that such services are provided directly to Utility by a third-party independent contractor. Such services shall not be supported by VertexOne until Utility enters into a mutually acceptable commercial agreement directly with such third party which shall govern Utility's rights and obligations with respect to such services. The indemnity provisions above shall not apply to bill payment services, and any indemnity for such services shall be provided by the referenced third-party provider.
8. Unless otherwise specified, VertexOne shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below.

Commercial General Liability Insurance (policy as broad as the standard ISO form)	\$1,000,000 per occurrence / \$2,000,000 aggregate per policy
Professional Liability (errors and omissions, including cyber coverage)	\$5,000,000 per claim
Automobile Liability Insurance including hired, and non-owned vehicles	\$1,000,000 per accident
Workers' Compensation	As required by statute

9. All insurance coverages of VertexOne are primary insurance as to Utility.
10. Upon request by Utility, a certificate of insurance shall be promptly provided by VertexOne confirming the coverages above.
11. VertexOne shall comply, and upon request shall certify its compliance with, any conflict-of-interest avoidance requirements of Utility.
12. Upon or before external launch of VertexOne's services, Utility and VertexOne shall cooperate to mutually approve a press release announcing the parties' relationship. Each party may disseminate and display such press release and/or its contents and may reference its relationship with the other party by name and display of the other's logo, online and offline and in subsequent communications with third parties.
13. Utility may extend or expand the agreement beyond the initial term provided for above by signing a mutually acceptable Order Form prior to the expiration of the initial term.
14. This Agreement may be executed in counterparts, including by electronic delivery. It states the complete

agreement of the parties concerning its subject matter, and it may be extended or amended only in a writing signed by both parties.

15. Notices shall be sent to each party at the addresses in the signature block.
16. Where either Party sees the need for a change, Client may request or VertexOne may recommend such Change in accordance with the Change Management Process outlined in Exhibit A. Either Party may also seek additional information or suggest reasonable modifications to a proposed change. Additional work falling under the Change Management Policy will be billed at the specified hourly rate, excluding travel expenses. The Blended Rate is subject to Annual Escalation increases per the Agreement terms.
17. Upon (a) any automatic extension of the Term or the Subscription End Date, or (b) use of the Software beyond the Term or Subscription End Date, VertexOne shall apply a twenty-five percent (25%) increase to the Fees and may in its sole discretion add new charges

(including charges to account for increases or decreases in transaction volume). If Client has agreed to a renewal (in an Order Form or Statement of Work) before the automatic extension date, Subscription End Date, or the first day of the hold-over period, the relevant Order Form or Statement of Work associated with such renewal shall prevail. Client understands that pricing is contingent on timely renewal and failure to timely renew requires VertexOne to allocate resources in a manner that incurs additional cost. If a renewal is agreed after the extension or hold-over period, no refund or credit against future fees will be given.

18. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund."

IT IS SO AGREED.

VertexOne

Utility

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Effective Date: _____

Address: _____

Address: _____

Software-as-a-Service Provisions

BACKGROUND: VERTEXONE's customer engagement and data analytics services are to be provided primarily by utilization of VERTEXONE's proprietary software hosted on VERTEXONE's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like VERTEXONE are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling VERTEXONE's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.

A. VERTEXONE's reservation of intellectual property rights VERTEXONE has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("VERTEXONE IP"). Utility acknowledges that VERTEXONE owns and shall own all intellectual property rights in and to deliverables hereunder, the VERTEXONE IP and derivative works of VERTEXONE IP (whether

independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by VERTEXONE, and that Utility shall acquire no right or interest in the same.

Utility agrees to assign, and hereby does assign, any right, title and interest in any suggestions, enhancement requests, or other feedback provided by Utility relating to services offered by VERTEXONE. If and to the extent any such assignment is ineffective, Utility hereby grants to VERTEXONE a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Utility.

Subject to the foregoing, authorized employees and customers of Utility may during the term of the Agreement access and use the VERTEXONE SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Utility by VERTEXONE, and applicable bill presentment services, each as so specified by the Scope of Work, for purposes of Utility's customer engagement program, customer billing, and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicensable. If Utility enters into an agreement with a third-party contractor of VERTEXONE related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by VERTEXONE and its licensors.

B. Utility's cooperation in providing necessary inputs Deliverables to be provided by VERTEXONE via its proprietary software require certain data from Utility. Utility shall provide VERTEXONE with those data, records, reports, approvals, and other inputs identified for Utility to provide in the Scope of Work or otherwise requested by VERTEXONE. Utility shall ensure that such inputs are accurate and within Utility's

legal rights to share with VERTEXONE subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by the Scope of Work. If bill payment services are included in the Scope of Work, Utility shall cooperate with VERTEXONE and its applicable third-party partner(s) in timely providing the data, records, reports, approvals, and other inputs requested for such services. VERTEXONE shall not be responsible for delays outside VERTEXONE's control, and deadlines for VERTEXONE's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and VERTEXONE's use of aggregated data All data, documents and other information received or accessed by one party ("Receiver") from the other party or its end users (collectively, "Discloser") for performance of this Agreement, including without limitation personally identifiable information and financial information, are deemed confidential. Such information shall not be used or disclosed by the Receiver without the prior written consent of the Discloser or owner (which may include without limitation consent by end users to share any information with additional users they authorize), except to the Receiver's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections. For this purpose, protected confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by the Receiver; (ii) information that the Receiver can demonstrate was in its possession prior to receipt from the Discloser; (iii) information received by the Receiver from a third party who, to the Receiver's knowledge and reasonable belief, did not acquire such information on a confidential basis from the Discloser; (iv) information the Receiver can demonstrate was independently developed by it or a third party; or (v) information that the Receiver is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to VERTEXONE to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement. Each party shall post and comply with its applicable privacy policy.

D. Software corrections and third-party acts; limitation of liability for SaaS services In the event that VERTEXONE's services fail to meet specifications or other requirements specified by the Scope of Work, Utility shall promptly notify VERTEXONE and VERTEXONE shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If VERTEXONE promptly makes such correction or substitution, VERTEXONE shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of VERTEXONE's services provided online may be interrupted by circumstances beyond VERTEXONE's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within VERTEXONE's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). VERTEXONE shall not be responsible or otherwise liable for any Third-Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third-Party Acts, provided that VERTEXONE has exercised due care. However, in the case of any Third-Party Act which will delay

or prevent VERTEXONE from providing online services to Utility, VERTEXONE will promptly notify Utility and assist in mitigating any impact. NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY CLAIM RELATING TO THIS AGREEMENT, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE or CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Under no circumstances or event shall VERTEXONE's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense, and indemnity, or otherwise), exceed the fees received by VERTEXONE for the services that give rise to the liability in the twelve months preceding the accrual of such liability. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for VERTEXONE's services would be substantially higher without the aforementioned limitations.

E. Technology and services infrastructure
VertexOnes VERTEXONE as a SaaS provider utilizes the secure cloud hosting platform of a third-party industry leader in cloud computing with state-of-the art security to host the data of all VERTEXONE customers. VERTEXONE utilizes a reputable third party VertexOne to perform printing and mailing services when included within the scope of VERTEXONE's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, VERTEXONE works with leading edge, reputable third party VertexOnes specializing in such functions. Since the referenced cloud hosting platform, printing and mailing VertexOnes, bill payment services providers, and certain other VertexOnes performing similar or related functions, are integral components of VERTEXONE's technology and services infrastructure used across its pertinent customer

base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization or collaboration is not considered subcontracting of VERTEXONE's services under this Agreement.

If Utility elects to make bill payment services available to its end customers, the pertinent end users and Utility assume all risks associated with such services, and no indemnity provisions in favor of Utility shall apply to such services, except in the event of VERTEXONE's willful misconduct. In the absence of willful misconduct by VERTEXONE, Utility's sole remedies related to bill payment services shall be from the independent third-party provider of such services in accordance with any contract between Utility and such provider. If Utility enters into an agreement with any third-party contractor of VERTEXONE for any other services ancillary or related to the services provided by VERTEXONE during the term of this Agreement, Utility shall first seek and exhaust all remedies from such third-party contractor prior to seeking any remedy from VERTEXONE with respect to such services.

With respect to all bill payment services, as well as any services provided by independent third-party contractors not in contract with VERTEXONE, including without limitation any such services which at Utility's request or direction are integrated by VERTEXONE into its electronic interfaces for Utility, VERTEXONE shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Utility shall hold harmless, defend, and indemnify VERTEXONE and its officers, directors, employees, contractors, representatives, and volunteers from and against all claims, damages, losses, and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of, or relating to such third-party services, except in the event of VERTEXONE's willful misconduct.

F. Compliance with Laws VertexOne shall comply with all federal, state, and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Agreement. Utility shall comply with all federal, state, and local laws, regulations, regulatory rulings, and ordinances related to this

Agreement, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Agreement and/or the services hereunder.

Utility shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by VertexOne hereunder, as well as any bill payment or other third-party services elected by Utility.

G. Extended Messaging Services If Utility elects to utilize VERTEXONE's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all VERTEXONE services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of VERTEXONE's core customer engagement offerings) (collectively, "Extended Messaging Services").

1. Utility shall be solely responsible for the content of any messages or communications to end customers which Utility initiates or authorizes in connection with the Extended Messaging Services, as well as Utility's selection of any vehicle (i.e., conventional phone, mobile phone, text, email) for such messages or communications. VERTEXONE shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Utility or its representatives. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify VERTEXONE and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Utility of the Agreement including without limitation these Extended Messaging Terms, except in the event of VERTEXONE's willful

misconduct. For avoidance of doubt, if the Agreement has other indemnity provisions in favor of Utility such provisions shall not apply to the Extended Messaging Services, except in the event of VERTEXONE's willful misconduct.

2. If Utility elects to make available to its end customers Extended Messaging Services offered by VERTEXONE to alert end users of potential leaks or high-water usage, the pertinent end users and Utility assume all risks associated with such alerts, and no indemnity provisions in favor of Utility shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of VERTEXONE's willful misconduct.
3. With respect to Extended Messaging Services, VERTEXONE's role is limited to delivering via its technology platform Utility's communications through vehicles selected by Utility; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Utility's responsibility with respect to Extended Messaging Services notwithstanding any provision to the contrary.
4. Utility is encouraged to consult legal counsel of its own with respect to this Agreement and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state, and local laws, regulations and regulatory rulings, and ordinances. Utility shall not rely on VERTEXONE or VERTEXONE's representatives for legal advice or guidance concerning the content or appropriate vehicles (i.e., conventional phone, mobile phone, text, email) for communications with Utility end customers.
5. In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, VERTEXONE may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across VERTEXONE's pertinent customer base and

are not specific to Utility and service choices by Utility under the Agreement, Utility acknowledges that such utilization is not

considered subcontracting of VERTEXONE's services under the Agreement.

VERTEXONE STATEMENT OF WORK (“SOW”)

1 Project Summary

VertexOne will provide services typically utilized to implement all Software and Services described within this SOW for the Client. VertexOne will be responsible for implementing and the ongoing support of the VertexOne Software as part of this SOW between VertexOne and Client.

2 Definitions

Definitions can be found in the Agreement, unless otherwise defined in this document.

3 VertexOne Software Functionality

During the project, any Client requested changes to the planned functionality to be delivered, will be subject to the Change Management Policy, defined in Exhibit A of the Agreement.

3.1 VertexOne Digital Functionality

VertexOne will deploy a single instance of the VertexOne Digital including all applicable modules required to deliver the functionality defined within this SOW.

“Additional information will be added here to describe the functionality of the VertexOne Software”

VertexOne is providing VertexOne Digital as a SaaS solution. With a SaaS approach, VertexOne Digital system functionality is subject to change in the future.

4 Implementation

The sections below describe the project phases, steps, and responsibilities for the implementation.

4.1 Implementation Schedule

The preliminary implementation schedule below depicts the high-level schedule phases, and associated durations. A detailed schedule will be developed and updated, as needed, during the Project which will utilize these phases. Any changes to the dates and/or durations, and requisite cost adjustments will be handled by the Change Management Process.

6-month Implementation of VertexOne Software



The Client and VertexOne understand the Project timeline and agree to communicate and adhere to that timeline, thus setting proper expectations with the Project team, stakeholders, and management.

4.2 Key Implementation Activities, Deliverables and Responsibilities

The diagram below depicts the high-level key activities, deliverables, and responsibilities for each phase of the VertexOne implementation project. A detailed list and descriptions for each item listed below will be developed, delivered, and updated, as needed, during the Project. Any changes to the key activities, deliverables, and responsibilities will be handled by the Change Management Process.

Contract Signing	VertexOne provides Data Specification File and Implementation Schedule, Client reviews and agrees to provide requirements as specified and within given timeframes Client IT contact completes Data Survey
Orientation and Data Transfer	VertexOne conducts a 60- to 90-minute online Kickoff meeting to orient Client staff involved in the Program. Client should include a representative from each functional group that will be involved with the setup and use of the program VertexOne technical team conducts Data Call with Client IT lead to go over Data Survey and next steps Client IT sends initial Sample Files per Data Specification File Orientation & Data Transfer Stage - Check in
Data and Portal Configuration	VertexOne provides feedback on Sample Files Client and VertexOne work to set up Ongoing File Transfers per Data Specification File Client PM approves content and configures general settings Data & Portal Configuration Stage - Check In
Quality Assurance and Launch	VertexOne conducts Quality Assurance Client Dashboard is live and fully functional Customer Portal is live and functional (though may not be open for registration depending on Client needs)
Post Launch	SSO, PDF Bill Display and other premium integrations are configured and go live (if not included in initial launch) Online Training completed Customer Letters are sent, and Customer Portal open for registration Leak Alerts and other Notifications begin Ongoing Support

4.3 Implementation Scope

The Client and VertexOne understand the Project scope and agree to communicate and adhere to that scope, thus setting proper expectations with the Project team, stakeholders, and management. Changes to scope will be addressed based on the terms of this Agreement.

“Additional information will be added here to describe the scope of the VertexOne Implementation”

4.1 User Training

After all initial customer data has been received and program content is finalized, VertexOne provides Utility staff with remote kick-off training to understand the features and functionality of the Customer Portal, Management Portal and Utility Analytics Dashboard. Training is provided via webinar and is completed in two sessions on a single day. The following training will be provided:

4.1.1 Program Overview Training

This half hour training is provided for Client staff who need only a general understanding of the program and covers the following:

- Overview of basic data sources;
- Portal and Dashboard demo - high-level overview; and
- Review of sample Home Water Use Report (if in scope).

4.1.2 Customer Service Detailed Training

The two-hour Customer Service Detailed Training is focused on meeting the needs of staff who respond to customer calls and inquiries using the Utility Dashboard. Training is focused in these areas:

- Using the Customer Details page in the Dashboard to answer frequently asked questions, such as “Why is my bill so high?” or “To whom am I compared?”;
- Understanding the key self-service features of the Customer Portal and how to help customers navigate the Portal; and
- Reviewing the Home Water Use Reports and Welcome Letters (if in scope).

4.1.3 Engagement and Analytics Training

The 2-hour Engagement and Analytics training provides staff with an in-depth understanding of additional elements of VertexOne VXsmart. This can be delivered to the select staff to whom Client wishes to provide these capabilities. We review:

- Key analytics reports and best practices for use;
- The List Builder, Group Messenger, and Forms tools; and
- Case studies from other utilities in the areas above.

4.1.4 Train-the-Trainer Training

This training is designed to support Client staff who will be training others. In addition to reviewing the content above, Parties review training templates, suggested preparation, scripts, and customizable handouts. VertexOne also provides surveys which can be used to get feedback from attendees to assess training effectiveness and provide a basis for future sessions.

4.2 Change Management Process

VertexOne and the Client will follow the Change Management Process provided as Exhibit A to this Agreement.

4.3 Travel

If the Client and VertexOne determine it is needed to be on-site for activities, expenses will be billed based on actual costs incurred and will comply with VertexOne Policy for travel.

VertexOne has documented success in delivering implementations using a distributed delivery model which requires less onsite presence.

4.4 Implementation Sign-Off

After Final Acceptance for the Implementation Project, including closure and results acceptance of the Solution by the Client, this Statement of Work and Attachments will be formally closed with the Client and VertexOne Sign-Off.

5 SaaS Services

5.1 Hosting

The Hosted Services provided by VertexOne to Client will consist of the following configured Software components and services, as more particularly described in this SOW, the Order Form, and the Agreement:

- VertexOne Software set forth in the Order Form
- Configuration of the Software as required under Section 3 of this SOW
- Hosting of the Software
- Application management services
- Disaster recovery and business continuity services

The Hosted Services are provided using a Software as a Service (“SaaS”) software delivery method that provides access to the Software and its functions remotely as a web-based service. In order for VertexOne to provide the Hosted Services in compliance with the Service Levels, VertexOne will perform the following functions:

Hosting Responsibility Matrix

#	Function	Client	VertexOne
	Hosted Services - IT Infrastructure Management		
1	Maintain and administer hardware/server infrastructure, troubleshoot, support, and fix hardware/server infrastructure, manage utilization and capacity of hardware/servers according to reasonable standards following the Change Management Process. Reasonable standards are based on infrastructure management and procedures.		X
2	Maintain and administer server Operating System (OS) configuration, maintain level of OS components (e.g., patches, service packs, upgrades) according to reasonable		X

	standards following the Change Management Process, troubleshoot and support server OS.		
3	Maintain and administer software/application configuration, maintain level of software/application with current, new, and updated components (e.g., patches, service packs, upgrades) according to reasonable standards following the Change Management Process, troubleshoot and support software/application.		X
4	Monitor, manage, and report on the performance of the SaaS environment.		X
	Backup Recovery and Management		
5	Schedule, perform and monitor daily incremental backups and weekly full back-ups. Tested and verified successful backups monthly.		X
6	Perform data restore / data recovery, and application recovery as required. Tested and verified successful annually.		X
7	Manage and support the backup hardware library platforms		X
8	Maintain and support backup subsystem software components on servers (e.g., patches and software upgrades)		X
9	Coordinate off-site storage functions (authorization lists, audits, etc.)		X
10	Maintain and manage a Disaster Recovery Plan		X
	Performance and Capacity Management		
11	Maintain capacity plan based on requirements (e.g., users, new apps. etc.)		X
12	Perform trend analysis as input to capacity forecasting.		X
13	Monitor online performance of all in-scope infrastructure and environments. Manage and take appropriate action to address performance issues.		X
	Database Management		
14	Manage and administer the database environment.		X
15	Maintain and administer the database and object configuration, manage utilization and capacity of the database according to reasonable standards following the		X

	Change Management Process, troubleshoot and support the Database.		
16	Receive and evaluate manufacturer provided database management system (DBMS) patches, updates, upgrades, and prioritize as appropriate for implementation within documented severity time frames following the Change Management Process.		X
17	Perform database object and software tuning		X
	Security Services		
18	Implement security administration requests in accordance with approved processes.		X
19	Perform user moves, adds, changes, and deletions per approved processes	X	
20	Administer VertexOne Software application security (i.e., end user authorization files, database security ids, forms).		X
21	Report security incidents within 4 hours of any validated security breach.		X
22	Maintain and support firewall subsystem software components (e.g., patches and software upgrades).		X
23	Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure. Ensure antivirus software is updated as new releases are issued.		X
24	Ensure compliance with generally accepted PCI standards in order to help protect sensitive customer information, including masking of credit/bank account numbers.		X
	Network Management		
25	Perform 24x7x365 monitoring of the Local Area Network (LAN) for the SaaS environment for satisfactory operation.		X
26	Notification to designated Client representative(s) of service interruption		X
27	Wide Area Network (WAN) Connectivity (if desired) into VertexOne Data Center	X	

5.2 VertexOne Software Support

The VertexOne Software will operate on Client's own instance of the Hosted Services Solution and VertexOne will manage, monitor, and support Client's instance of the Software.

VertexOne resources will provide application management services remotely. Should onsite services be required, travel will be invoiced according to the Order Form.

The following describes the services provided under Application Support

5.2.1 Incident Management

When an Incident occurs within the Software, Client is required to report the incident to VertexOne. Resolution of Incident is included within the Hosted Services. Incident resolution priorities will be allocated in accordance with the Incident Priority Table set forth in this SOW. Client will be responsible for resolving Incidents that arise from issues with Client's data or deficiencies in Client's end-user training. The following levels of support apply to incident management.

Client Responsibilities for Reporting Incident(s)

When an end-user has a problem, a designated Client resource or a subject matter expert review and determines if there is an issue. If an issue is confirmed, a ticket is logged.

The table below details specific tasks and responsibilities associated with incident management.

#	Incident Management	Responsibility	
		Client	VertexOne
1	Identify application incident (performance, bug, system generated error message)	X	X
1a	Identify application incident at the functional level	X	
2	Log user identified incident, including assigning initial severity	X	
2a	Log incident identified by support team, including assigning initial severity		X
3	Assign severity to incident		X
5	Follow VertexOne Change Control process as described in Exhibit A	X	X
6	Resolve application defects (code and configuration fixes)		X
8	Resolve technical interface issues	X	X
9	Resolve system performance issue	X	X
10	Resolve data errors ¹	X	X
10a	Client owns the data and is responsible for data corrections.	X	
10b	Resolve data errors caused by programmatic issues within the VertexOne solution.		X
11	Address end user errors	X	

¹ Client owns the data and is responsible for any data correction. VertexOne can assist if a ticket is created, and the Client requests help for mass data correction. If the Client's action caused data error, then VertexOne assistance is billable.

5.2.2 Change Requests

Changes to the VertexOne solution requested by Client will result in VertexOne creating a Change Request and both parties following the Change Management Process as defined in Exhibit A.

5.2.3 Business Support

VertexOne will maintain and support functionality of the Software to facilitate effective daily business operations.

Client is responsible for data integrity, working and resolving exceptions and confirming system changes performed by VertexOne before they are moved into the Production Environment.

VertexOne Service Desk

- VertexOne provides an Online web portal tool for Clients to log Support requests and view ticket updates. Tickets are managed during normal business hours.
- VertexOne's Service Desk is available 7x24x365 for Emergencies (system slowness or outages)
- Weekend assistance must be scheduled in advance and is billable on an hourly basis.

VertexOne maintains technical currency of the hosted environment and the application. This includes applying periodic infrastructure refreshes and product releases. VertexOne will notify the Client in advance of any infrastructure refreshes and product releases, unless otherwise specifically agreed upon by VertexOne and the Client.

Product releases involve applying product code to Client's QA environment where Client can perform testing. VertexOne will provide release notes for each Release. Client acceptance testing of VertexOne Releases is advised. Code will be moved to Production per the Release schedule.

The table below further defines business support functions responsibilities that are included as Hosted Services.

#	Function	Client	VertexOne
1	Manage, monitor and support VertexOne solution		X
2	Manage, monitor, interfaces to/from the Software and the Hosted Services environment.		X
3	Oversight and management of Client internal systems and 3rd Party systems which interface to the Hosted Services environment	X	
4	Manage, monitor, support Batch Processing	X	X
5	Update to User Security Role	X	
6	Update to User Security Group Permissions		X
	Manage and resolve application, transactional exceptions	X	
10	Follow the VertexOne Change Management Process as described in Exhibit A.	X	X
11	Log Service Requests for configuration changes and support tasks	X	
12	Complete requested configuration changes and support tasks		X
13	Test and/or validate on configuration changes and approve for Production Environment	X	X

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16	Acceptance testing of Product releases	X	
16a	Perform Annual PCI Security Assessment		X
16b	Perform Annual SOC I Type 2 Audit		X
17	Management of VertexOne Digital templates ¹	X	

5.3 Outage and Disaster Recovery Services

An Outage is a Severity 1 level incident and is prioritized and worked in accordance with severity definition in section 6 'Incident Priority Definition'. If it is determined that the issue is the Client's responsibility, i.e., with Client's network connecting to VertexOne's data center, then VertexOne immediately notifies Client through agreed means of communication.

Disaster Recovery (DR) services deal with a Disaster in which catastrophic events have occurred destroying or rendering the primary production servers, or equipment they rely on, inoperable.

VertexOne shall operate a secondary system at a data center facility that is geographically remote from the primary system on which the Software and Hosted Services are hosted. Except for its location and housing facility, the secondary system shall: (a) be identical in all respects to the primary system; (b) have substantially similar hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have backups of all Client Data capable of a 24 hour recovery point objective stored on the primary system; and (d) have the ability to provide the Hosted Services in accordance with this Agreement during any outage or failure of the primary system. VertexOne shall operate, monitor, and maintain such secondary system so that it may be activated within a recovery time objective of 72 hours of any failure of the Hosted Services for which a disaster is declared.

If VertexOne determines that the production system is unrecoverable, and the production system must be switched over to the backup data center, a Disaster Recovery Declaration is declared by VertexOne, and the Client is notified.

VertexOne develops and maintains a Client specific DR Plan and performs an annual Disaster Recovery test to validate the procedures. This DR Plan documents the strategies, personnel, procedures, and resources that will be used to respond to any major outage or long-term business interruption due to a service interruption or declared disaster.

VertexOne is providing the following key performance indicator (KPI) targets related to Outages. These KPIs are intended as the operational targets.

KPI	KPI Definition	KPI Target
Recovery Time Objective (RTO)	Target time for full capacity system recovery of VertexOne hosted solutions.	< 4 hours
Recovery Point Objective (RPO)	Target age of restoration data backup.	< 1 hour

For the VertexOne VXsmart product, VertexOne provides a redundant, highly available configuration that spans multiple AWS zones with automatic failover between the zones. If a component is unavailable, AWS automatically switches to the redundant component. If a complete zone becomes unavailable, all components within that zone are automatically switched to the paired zone to provide the DR strategy.

VertexOne maintains an image of each static server in the AWS cloud along with taking daily snapshots that are retained for 5 days. This provides the capability to quickly rebuild a server, if needed, to a point in time in another AWS zone within the same region.

Each VXSmart environment divides the servers in separate categories in accordance with the workload type and distributes into availability zones. Each workload type is kept into different Availability zone for HA and Fault Tolerance.

Application Architecture for Disaster Recovery

Front End Application and Webservers:

- All front-end applications and webservers are kept in availability zones.
- An Availability Zone (AZ) is one or more discrete data centers with redundant power, networking, and connectivity in an AWS Region.
- Since the application is partitioned across AZs, workload(s) are better isolated and protected from issues such as power outages, lightning strikes, tornadoes, earthquakes, and more. AZs are physically separated by a meaningful distance, many kilometers, from any other AZ.
- All machines are configured into auto-scaling groups. It keeps the load in check for EC2 instances which scales up and down automatically. Backup retention is for 7 days.
- All machines are configured in code using Terraform and code is stored in GitHub.
- All in-machine configuration is stored in Chef Server in case of an unavailability, machines can be reconfigured in no time using Chef and Terraform.
- AZs give the ability to operate production applications and databases that are more highly available, fault tolerant, and scalable than would be possible from a single data center.
- All AZs in an AWS Region are interconnected with high-bandwidth, low-latency networking, over fully redundant, dedicated metro fiber providing high-throughput, low-latency networking between AZs. All traffic between AZs is encrypted.

Backend Supporting Servers:

- All backend supporting servers are kept in separate availability zones which separate it from the front-end servers.
- Server dynamic in nature are configured in auto-scaling group to manage workload.
- All the Static machines get backed up and retained 7 times a week.
- All configuration is done and managed in Terraform and Chef.

Database(s):

- VertexOne is using Amazon's PaaS (platform as a service) architecture for database hosting.
- Database backups are maintained by AWS platform, where Production retention is 7days.

6 Incident Priority Definitions

VertexOne shall provide the Hosted Services in accordance with the following guidelines:

Severity	Impact Definition	Response Objectives	Update Frequency
Priority 1	Emergency Business is not operational with significant performance issues, financial impact, and/or number of customers impacted.	Technician Response Time $\leq$ 1 hour	1 Hour

	Specifically, critical business function cannot be performed, a key component is unavailable or is materially nonfunctional. There is no immediate work-around. Goes to top of work queue and is top priority until resolved.		
Priority 2	High Business is operational but with degraded performance, major financial impact, and/or customer impact. Specifically, a critical business function is partially functional, or is functional via a work-around at a limited capacity or has a defect that creates errors or anomalous results to customers and/or financials.	Technician Response Time <= 4 business hours	4 Business Hours
Priority 3	Medium Business is operational but with either reduced performance, minor financial impact, and/or customer impact. Specifically, a business function has a slight restriction of function of a non-critical nature, or a workaround is required to maintain normal operations, or a function has a defect which creates errors or anomalous results.	Technician Response Time < 8 business hours	When work starts and upon completion
Priority 4	Low The component is fully functional and may only contain a cosmetic flaw, a misspelled or cryptic message, or a documented misinterpretation of functionality.	Target Response Time < 48 business hours	When work starts and upon completion
Priority 5	Task or Change Request Request for change of a new service, feature, or hardware	Target Response Time < 72 business hours	When work starts and upon completion

Response Objectives: Measured as the time from which an incident was assigned to VertexOne in the ticketing system until the incident was assigned and work on incident has commenced, as indicated by status on the incident.

Update Frequency: Frequency with which VertexOne communicates updates to Client contact person.

7 Service Levels

This section describes the Service Levels that VertexOne shall meet during the Term of this Agreement to be provided to Client.

VertexOne shall provide the Hosted Services in accordance with the following Service Levels:

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Service Level #	Service Level	Service Level	Metric
1	SaaS/Application Availability	99.5%	This metric measures the availability of the Service. This measurement is calculated as the total uptime of the Service excluding Scheduled Down- time and Disaster scenarios, divided by the total number of minutes in the reporting period, expressed as a percentage.
2	Incident Technician Average Response Time Priority 1 (P1)	Average of P1s <= 1 hour	This metric measures the technician response time to a P1 incident. This measurement is calculated as the average of P1 incidents during the reporting period in which they were responded to within the defined response time.
3	Incident Technician Average Response Time Priority 2 (P2)	Average of P2s <= 4 business hours	This metric measures the technician response time to a P2 incident. This measurement is calculated as the average of P2 incidents during the reporting period in which they were responded to within the defined response time.

Service Level Agreements Reporting

VertexOne will provide Clients with a dashboard for online viewing of monthly SLA's. Client Success Managers review and discuss any SLA concerns during Operational meetings.

8 Assumptions

This statement of work is based on the following assumptions. Any changes to these assumptions may result in changes to the project schedule, timelines, costs, etc. Any such change will be brought to the attention of the steering committee and as applicable, the Change Management process.

#	Assumption
1.	Client is responsible for providing VertexOne key program inputs including account information, regular feeds of meter data, and logos and contact information.
2.	Client maintains responsibility as the primary contact for customer inquiries and technical assistance.
3.	Client shall designate a Data contact who is responsible for providing any required data.
4.	Content and design of all materials are subject to change over time, as VertexOne incorporates new features.
5.	Should Client implement new data management systems after the first initialization process, which require VertexOne to re-onboard new file structures or map historical identifiers (e.g., customers, accounts, premises, service points), VertexOne assesses an additional one-time fee upon receipt of first test files from the new system; this will follow the Change Management Process.

6.	Client and VertexOne agree to complete this process in a timely manner. Client should provide final approvals to VertexOne no more than ten (10) business days from when initial materials are provided to Client.
7.	VertexOne does not communicate directly with Client's customers; end-user support is the responsibility of Client.
8.	VertexOne communications to the end customer will be distributed from the United States (this includes all email, and SMS,).
9.	VertexOne will provide Client the VertexOne standard composed document formats.
10.	VertexOne provides Client with private key access to a secure FTP destination for regular delivery of the data. Client agrees to send data only through this secure channel, or by having VertexOne pull data from a secure server maintained by Client or Client partner.
11.	VertexOne will support browsers that stay above a 3% market share. (i.e., GS.Statcounter)
12.	Client is responsible for all Google Licenses to provide the VertexOne Digital functionality that is in scope. The following are the Licenses and APIs needed from Google:
a.	Maps Embed API
b.	Maps JavaScripts API
c.	Geocoding API
d.	Translate
13.	Client is responsible to ensure Third Party Vendor for Bill Presentment Integration will meet VertexOne's standard Integration requirements for PDF.
14.	VertexOne will implement standard integration into Bill Payment provider. If the Client selects a Bill Payment provider that does not offer standard integration with VertexOne Digital, it will follow the Change Management Process.
15.	End User views of interval data is dependent on the intervals the Client can provide VertexOne.
16.	For features that require API integration, the Client is responsible to provide Integrations that meet the VertexOne Digital standard APIs. VertexOne will provide the VertexOne Digital standard APIs during project kickoff.
17.	The Client is responsible for providing VertexOne key program inputs for configuration of the VertexOne Digital platform. These include access to meter data as well as configuration options (i.e., logos and contact information).
18.	VertexOne provides our Digital systems as a SaaS and we continually are enhancing the product. As a result, functionality will evolve over time and related functional requirements are subject to change in the future.
19.	Content and design of all materials are subject to change over time, as VertexOne Digital incorporates new features.
20.	VertexOne assumes no user migration from the existing Client customer facing portal. User migration from current customer facing portal will follow the Change Management Process.
21.	VertexOne provides the ability to initiate outbound SMS messaging by submitting the request to Twilio. If the Client desires a different SMS processor, the effort for integrating to your SMS provider will need to be reviewed by VertexOne via the Change Management Process.
22.	VertexOne provides the ability to initiate or automated, outbound dialer calls through Twilio. If the Client desires a different outbound dialer solution, the effort for integrating to your dialer provider will need to be reviewed by VertexOne via the Change Management Process.
23.	The implementation of VXengage supports the ability to provide print ready documents to the Client's print vendor. VertexOne pricing does not include the cost of printing and postage for documents sent to the Client print vendor by VXengage.
24.	Communication sent by VertexOne are delivered in the language that the template is configured. VertexOne does not provide translation functionality for outbound communications.

CHANGE MANAGEMENT POLICY

The definitions set out in this policy shall apply to all Statements of Work, Attachments, and Order Forms unless context requires otherwise.

"Change" and "Changes" means a change/changes to a Statements of Work, Attachment, or Order Form

1. PURPOSE

1.1 Where either Party sees the need for a Change, Client may at any time request, and VertexOne may at any time recommend, such Change in accordance with the Change Management Process as set out in this Change Management Policy. Either Party may request further information or reasonable changes to a change proposed by the other Party.

2. CHANGE MANAGEMENT PROCESS

2.1 Client Change Requests

2.1.1 Client shall submit a request for a Change in writing using VertexOne's ticketing system.

2.2 Where a request for a Change is received from Client, if VertexOne approves of the Change submitted by the Client, VertexOne shall submit a category estimate to Client as soon as reasonably possible taking into account the nature and scope of the request, but in no event longer than ten (10) business days. Client will review the category estimate to ensure Client's requirements are stated correctly and then the Parties will execute a Change Request to approve the estimate prior to VertexOne's delivery plan for the Change Request. VertexOne will inform Client as soon as possible if additional information is required or if an estimate will take longer than 15 days to submit.

2.3 **VertexOne Recommendations to Change** A recommendation for a Change by VertexOne shall be submitted to Client in writing for Client's review and consideration. Change documentation from VertexOne to the Client shall contain the cost, information about the change, any known impacts, risks, constraints, a date, and a change request number.

2.4 General

2.4.1 Any request not approved or rejected directly by the Party receiving the request for Change Amendment within twenty (20) business days after receipt, shall automatically be deemed rejected.

2.4.2 Any request approved by VertexOne will be reviewed to determine the delivery plan for the approved Change Request. VertexOne has sole discretion to determine when the delivery plan of the Change Request will be delivered.

3. COSTS

The costs incurred to prepare and to review a proposed Change shall be borne by the Party preparing and/or reviewing it. Such costs will not be paid by or reimbursed by the other Party.

Attachment 1 – VXsmart Functionality

1. Customer Portal

1.1 Registration and Basic Information

- a. Secure registration and login for each utility account, regardless of meter type, the granularity of meter data or frequency of meter data collection (allowing for use with manual, AMR, and AMI data).
- b. Ability to configure the main tiles of the Home Page based on Utility priorities
- c. Ability to add items to the Home Page based on common requests to the Utility
- d. Ability to communicate AMI data interruptions to your customers through their data feed to decrease the number of customer calls
- e. Dynamic customer profile that customers can update 24x7 to personalize their portal and recommendations
- f. Provide customers the ability to enter information about home size, square footage, number of persons in home and other useful information in comparing water usage of similar properties
- g. Ability to fill out web forms designed by the Utility from within the Customer Portal and view previously submitted forms
- h. Advance visual styling guides for the Customer Portal

1.2 End Customer Notifications and Alerts

- a. Easily customizable communication preferences – customers should be able to determine how they receive outgoing communications including by text/SMS, email, automated call and mail
- b. Account management module to set communication preferences for alerts (see Alerts section)
- c. Ability to automatically detect leak events using AMI or Non-AMI data, automatically notify the customer of suspected leaks, engage the customer to investigate and resolve the leak with step-by-step instructions and resources, and provide resolution details to Utility through the Dashboard
- d. Ability to view dynamic, personalized information on why a bill might be high and what can be done to reduce future consumption

1.3 Personalized Data and Insights

- a. Personalized consumption displays in Client's native units as well as litres per day, seasonal consumption trends, year-over-year usage, and ability to compare use to utility goals. Residential accounts shall include water use consumption

comparisons to similar households based on occupancy and outdoor area characteristics and residential end-use disaggregation

- b. Disaggregated water consumption estimates for indoor and outdoor usage
- c. Display water consumption data in context of temperature and precipitation data to inform users of how weather impacts water use
- d. Ability to view water consumption by rate tiers and to forecast end-of-period total consumption levels
- e. Ability to view current and prior period consumption relative to a utility determined water budget, consumption goal, or usage allocation
- f. The ability to display missed meter reads
- g. Interactive money-saving recommendation library, customized for each account profile and configurable by the Utility with step-by-step implementation instructions, informational links and videos, dynamic estimates of savings potential in liters per day and dollars per year, and ability to sign up for, and keep track of, money saving activities. Library should highlight and rotate most relevant savings actions for customers based on the customer's profile and the season

1.4 Multiple Users and Accounts

- a. Users or managers of multiple properties or commercial properties with multiple meters, can view a roll-up of all propriety consumption data in a unified view
- b. Ability to give, remove, and/or deny access (create a secondary account login) for other users such as a spouse, roommate, tenant, or property manager
- c. Deliver relevant and timely utility-specific news or resources.
- d. Ability to export consumption data into standard data display format (i.e. csv)

1.5 Billing

- a. Ability to view bills securely directly through the Portal (PDFs available).
- b. Ability to view inserts may require additional efforts that would follow the change management process.
- c. iFrame integration with InvoiceCloud payment processing

1.6 Live Chat

- a. Ability to Chat with a Client agent on the Portal through a live chat pop-up.

2. Utility Analytics Dashboard

2.1 Data and Access

- a. The ability to store and display AMI data for immediate real-time access in both the reporting engine and the customer presentment interface
- b. Ability to export data in standard data presentment format (i.e. csv)

- c. Unlimited licenses for Utility staff members and the ability for a Utility administrator to provision or revoke access with viewer, editor, or administrator roles
- d. Log-in to Utility Analytics Dashboard using third party credentials through SSO (Single Sign-On) using the SAML 2.0 or OAUTH2 protocol
- e. Consumption analytics across all meter types, regardless of meter type, the granularity of meter data, or frequency of meter data collection (allowing for concurrent analysis of manual, AMR, and AMI data)
- f. Profiles for each account with the ability to search for a profile by partial or complete account number, meter number, customer name, address, or email address
 - 1. Ability to record communications with each account, and ability to send an email with relevant data and charts to an individual customer through their profile page
 - 2. AMI data in the profile will be displayed and color-coded based on normal usage, suspected leaks, and suspected irrigation
 - 3. Customer use disaggregation, seasonal use analysis, temperature and precipitation information, an interface to view a satellite image of property, and ability to load the customer's view of their portal in impersonation mode

2.2 Reports and Modules

- a. Reports and maps showing top consumers by meter class and by period. Ability to download consumption into Excel for further analysis
- b. Group multiple meters (e.g. indoor and irrigation) associated with one master account
- c. Reports on customer portal use and customer profile statistics, including frequency of portal use, most popular actions taken by customers, method of visit (mobile vs desktop)
- d. Leak detection module that detects and defines types of leak events with thresholds that can be configured by the Utility
- e. Leak status report that estimates of leak start date, duration of leaks, volume of water lost in leak, whether or not customer has been notified, what actions the customer has taken to resolve, and information on resolution
- f. Messaging module to allow for utility staff to mass customize customer communications over email, text, and automated voice
- g. Reports to show message delivery status with filterable views based on different statuses

- h. List creation feature by meter or account id, polygon selected map interface, or external csv file upload
- i. Reports to show end customers who have opt-in/opt-out of Client communication from VXsmart
- j. Irrigation detection module that detects daily irrigation events at individual properties and flags properties that are violating utility day of week irrigation restrictions (where needed)

2.3 Messaging and Communications

- a. Ability to compose, send, and track messages to segments of customers within Dashboard
 - 1. Ability to create segments of customers based on drawing shape over map of accounts within service area
 - 2. Ability to create segments of customers based on popular reports
 - 3. Ability to support multiple communications channels, including SMS and automated voice calling.
- b. Ability to create, publish and deactivate custom forms for use internally or by end customers through Customer Portal, and manage responses in report view.
- c. Ability to view each customer's up-to-date account balance, water bill, and billing history, payment history
- d. Help site and live chat feature with VertexOne customer service staff

2.4 Live Chat

- a. Ability to respond to customer initiated live chat requests
- b. Ability to use a library of predefined responses to respond to customer requests sent th

2.5 Customer Letter

- a. Configurable message from the relevant Utility or Utility administrator
- b. Utility logo and contact information and any Utility programs
- c. Explanation of benefits of customer portal including access to real-time water use data, ability to pay water bill online conveniently and securely (if available), etc.
- d. Instructions on how to register for portal

2.6 Home Water Reports

- a. Personalized, informative, carefully designed reports that help Utility customers better understand their water use and the cost and effort it takes the Utility to deliver high quality and reliable water services.

- b. Delivered via mail or email to any account type, and may be targeted to certain accounts, sent to randomly selected accounts as part of a randomized control trial, or sent to all customers.
- c. **Customized proprietary content personalization to tailor messages and recommendations**

2.7 Alerts and Notifications

- a. Ability to send any alert through email, SMS, or automated call based on the end user preferences
- b. Ability to detect irregular usage (“possible leak”) for residential and irrigation-only accounts based on thresholds configurable by the Utility. Leak detection should be available for hourly (AMI) data and monthly data
- c. Digital leak alerts should provide instructions and video content for finding and resolving the source of irregular use, regardless of whether or not the user has registered in the customer portal
- d. Option to send automated Print Leak Alerts to customers with continuous use detected from hourly meter reads (when email and phone numbers are not available)
- e. Allow customers to set their own consumption threshold alerts based on usage compared to previous periods
- f. Ability to set bill threshold notifications if daily bill (\$) amount is available from CIS
- g. Ability to view mobile and web based hourly, monthly, and bi-monthly AMI/AMR consumption graphs including the ability to overlay weather data. For customers with daily or hourly (AMI) data, option to allow customer to set their own daily or billing period user-defined threshold alert
- h. Ability to set unplanned usage alerts

2.8 Performance WaterMark

- a. Module within the Utility Analytics Dashboard, to provide Client access to benchmark analytic data unavailable elsewhere in the water utility industry
- b. Real-time insights into organizational performance over time and a comparative, normalized score on key operational, financial, and customer engagement dimensions compared with all utility partners.
- c. Anonymously aggregated key performance data
- d. Performance score for each of the following categories: meter data quality, payment performance, revenue stability, electronic billing adoption, and digital transformation.

AGENDA ITEM REPORT

10.2.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024-125 accepting the infrastructure improvements for the non-residential site development known as Hutto Innovation Titan Building 7 (Rick Coronado)
Meeting: Thursday, June 20, 2024
Department: Public Works /
Staff Contact: Rick Coronado

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

This project is located in the Northwestern part of Hutto and consists of infrastructure acceptance of water and wastewater lines. The final inspection by staff accepts this infrastructure, including supporting documentation. Infrastructure documents include maintenance bonds, cost summary, areas approved and itemized infrastructure.

STAFF REVIEW:

Recommended for approval.

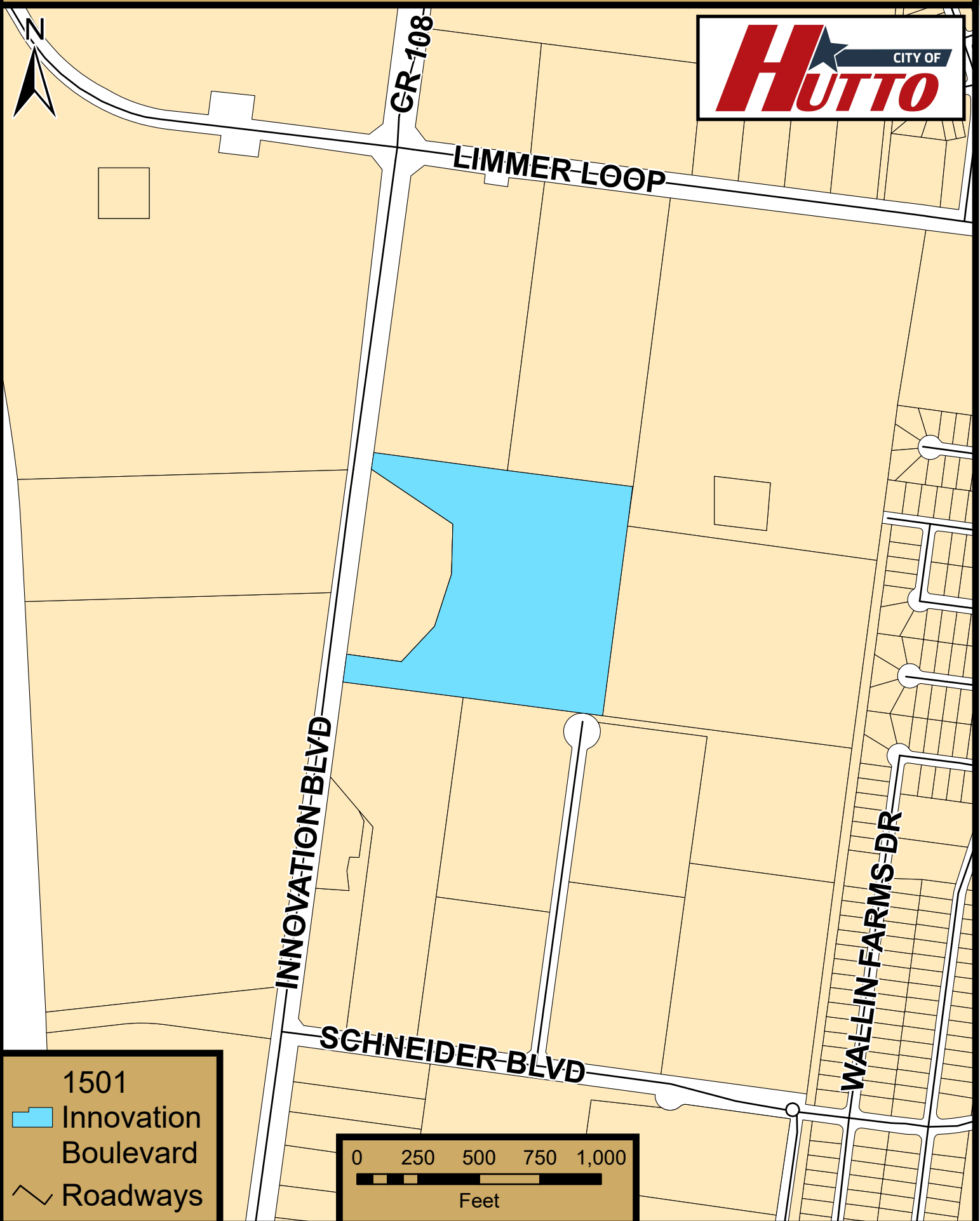
FISCAL NOTES:

No financial impact from acceptance of infrastructure. Maintenance bonds have been received and provided to the City Secretary for retention.

ATTACHMENTS:

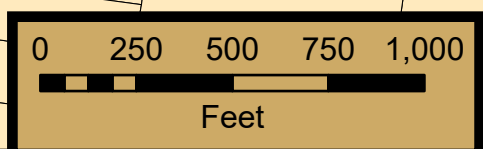
1. 1501_Innovation_Boulevard_Titan_Building_7_MAP
2. Hutto Res_Titan Bld_7_1501_Innovation 6.20.24
3. Hutto Innovation Bldg 7_Maintenance Bond
4. Hutto Innovation Bldg 7_Concurrence Letter
5. Hutto Innovation Bldg 7_Cost and Quantities
6. Final Punch list walk
7. Final Subdivision Checklist

1501 Innovation Boulevard Titan Building 7



1501
Innovation
Boulevard

~ Roadways



RESOLUTION NO. R-2024-125

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
APPROVING INFRASTRUCTURE IMPROVEMENTS FOR
THE NON-RESIDENTIAL SITE DEVELOPMENT
PROJECT KNOWN AS TITAN BUILDING 7 ON 1501
INNOVATION; IN THE CITY OF HUTTO, WILLIAMSON
COUNTY.**

WHEREAS, the infrastructure improvements for the Titan Building 7 at 1501 Innovation Blvd have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City Construction Inspection and Public Works staff on all water and wastewater improvements, and;

WHEREAS, Federal Insurance Company submitted a warranty bond to cover the material and workmanship for two years,

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 accept infrastructure and enter into two year maintenance period.

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 ____ day of ____ 2024 on vote of __AYES; __NAYS; __ABSTENTIONS

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Amanda Taylor, Interim City Secretary

MAINTENANCE BOND

Bond No. K41879270

KNOW ALL MEN BY THESE PRESENTS, that we, Mw Builders, Inc., hereinafter called the Principal, and Federal Insurance Company a Indiana Corporation, hereinafter called the Surety, are firmly bound unto the City of Hutto, TX hereinafter called the Obligee, in the full and just sum of Two hundred Eleven Thousand Five Hundred Ninety and No/100 (\$211,590.00), Dollars lawful money of the United States of America the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 23rd day of April 2024

WHEREAS, THE ABOVE bounden Principal substantially completed a contract with City of Hutto, Texas on the 2nd day of May, 2024 for: Hutto 7 Infrastructure.

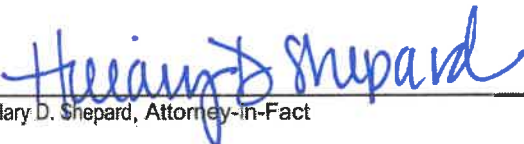
NOW THEREFORE, the condition of this obligation is such that if the above bounden Principal shall remedy without cost to the said City of Hutto, TX any defects which may develop during a period of Two (2) year(s) from acceptance of the work performed under said contract by the City Council provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

MW Builders, Inc., 3712 Helios Way, Pflugerville, TX 78660
(Principal)

By:  (Seal)

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889 (215) 640-1000
(Surety)

By:  (Seal)
Hillary D. Shepard, Attorney-in-Fact

CHUBB

Power of Attorney

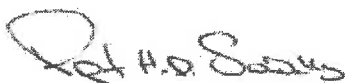
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Christy M. Braile, Danielle R. Capps, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, C. Stephens Griggs, Erin C. Lavin, Veronica Lawver, Rebecca S. Leal, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Hillary D. Shepard, Evan D. Sizemore, Kristin D. Thurber and Mariana Walker of Kansas City, Missouri

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28TH day of March 2024.



Rupert H.D. Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 28th day of March, 2024 before me, a Notary Public of New Jersey, personally came Rupert H.D. Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert H.D. Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

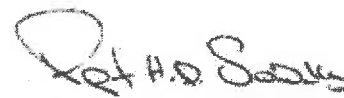
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert H.D. Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 23rd April 2024




Rupert H.D. Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

***Have a complaint or need help?
Tiene una queja o necesita ayuda?***

IMPORTANT NOTICE

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

Call Toll-free: **1-800-36-CHUBB**
Mail: Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support

Phone: 800-252-4670 Fax: 800-664-5358
Email: ecsc.claims@chubb.com

To get help with an insurance question or file a complaint with the state:

The Texas Department of Insurance
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov
Mail: MC-111-1A, P.O. Box 149091
Austin, TX 78714-9091

AVISO IMPORTANTE

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: **1-800-36-CHUBB**
Correo: Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support

Telefono: 800-252-4670 Fax: 800-664-5358
Correo electronico: ecsc.claims@chubb.com

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas
Preguntas: 1-800-252-3439
Quejas: www.tdi.texas.gov
Correo electronico: ConsumerProtection@tdi.texas.gov
Correo: MC-111-1A, P.O. Box 149091
Austin, TX 78714-9091

April 18, 2024
PK No.: 4703-22.142

Mr. Todd Meaker
CITY OF HUTTO
Senior Construction Inspector
500 W. Live Oak Street
Hutto, TX 78634

Re: **HUTTO INNOVATION BUILDING 7**
2022-27545
Hutto, Williamson County, Texas

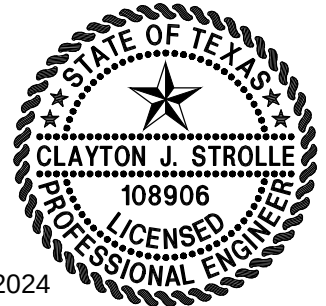
Dear Mr. Meaker:

A representative of this company visited the above referenced site at 1501 Innovation Blvd in Hutto, Texas, at various times throughout the public infrastructure construction and installation. Based upon visual observation and pictures provided by the contractor, the public infrastructure is in compliance with the City of Hutto approved design plans and details.

Sincerely,



Clayton Strolle, P.E.



HAS/nbb
4670-22.258_2024-01-30_Concurrence Letter

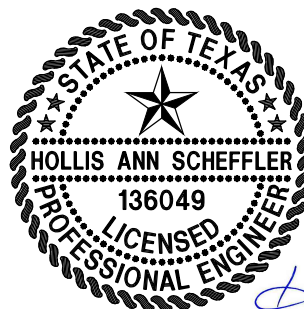
4/18/2024

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST

Client Name: MW Builders - City of Hutto
Project Title: Hutto Building 7 Public Water & Sewer

WW No.: 4703-22.142
Date: 4/10/2024

Bid No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
EROSION CONTROL					
E-1	Erosion/Sedimentation Control - Water	LF	520	\$ 4.50	\$ 2,340.00
E-2	Erosion/Sedimentation Control - Sewer	LF	520	\$ 3.75	\$ 1,950.00
	TOTAL EROSION CONTROL				\$ 2,340.00
WATER LINE					
W-1	8" Water Line (D.I.)	LF	40	\$ 100.00	\$ 4,000.00
W-2	8" Water Line (C900-DR-14)	LF	520	\$ 125.00	\$ 65,000.00
W-3	12" Gate Valve	EA	2	\$ 4,500.00	\$ 9,000.00
W-4	8" Gate Valve	EA	4	\$ 4,300.00	\$ 17,200.00
W-5	6" Gate Valve	EA	1	\$ 3,750.00	\$ 3,750.00
W-6	2" Gate Valve	EA	1	\$ 1,750.00	\$ 1,750.00
W-7	2" Blow Off Valve	EA	1	\$ 1,500.00	\$ 1,500.00
W-8	12" X 8" Tee	EA	3	\$ 3,000.00	\$ 9,000.00
W-9	8" X 6" Tee	EA	1	\$ 2,500.00	\$ 2,500.00
W-10	12" Cap	EA	2	\$ 650.00	\$ 1,300.00
W-11	8" Cap	EA	1	\$ 500.00	\$ 500.00
W-12	Fire Hydrant Assembly (w/ Pipe & Fittings)	EA	1	\$ 7,500.00	\$ 7,500.00
W-13	12" X 2" SS Tapping Saddle	EA	1	\$ 2,250.00	\$ 2,250.00
W-14	Remove Plug and Tie Into Existing	EA	1	\$ 5,000.00	\$ 5,000.00
W-15	Irrigation Backflow	EA	1	\$ 2,500.00	\$ 2,500.00
	TOTAL WATER LINE				\$ 132,750.00
SEWER LINE					
S-1	8" Cap for Future Connection	EA	1	\$ 1,500.00	\$ 1,500.00
S-2	8" SDR-26 PVC	LF	520	\$ 125.00	\$ 65,000.00
S-3	4' DIA. Manhole	EA	1	\$ 7,500.00	\$ 7,500.00
S-4	Connect to Existing Line	EA	1	\$ 2,500.00	\$ 2,500.00
	TOTAL SEWER LINE				\$ 76,500.00
	TOTAL CONSTRUCTION COST				\$ 211,590.00



[Signature]
4/10/2024



Punch List

13/06/2024 / Todd Meaker

Complete

Score	1 / 7 (14.29%)	Flagged items	0	Actions	0
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Conducted on

13/06/2024 9:01 AM CDT

Prepared by

Todd Meaker

Project

Hutto TX 78634
United States
(30.55538546357119,
-97.56868320513708)

Name of project

Titan 7

who is the contractor

MW Builders

Date and time

13/06/2024 9:03 AM CDT

Day

Thursday

Items Requiring Attention

All items for Titan 7 are resolved

walk through photos.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5

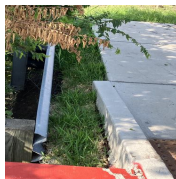


Photo 6

Media summary



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



FINAL SUBDIVISION / SITE PROJECT CHECKLIST

Date: 4/18/2024

Name of Project: Hutto Innovation Building 7

Conditional / Final Acceptance Date: _____

Inspector's Name: Todd Meaker Job Number(s): _____

Note: All spaces need to be initialed by Inspector including N/A.

TM 1. Project Construction Summary Date Received: 4/19/2024

TM 2. Engineer's Concurrence Letter Date Received: 4/19/2024

TM 3. Maintenance Bond(s) Date Received: 5/08/2024

TM 4. Final Cost & Quantities
signed & sealed by engineer Date Received: 4/23/2024

TM 5. As-built Reproducible Plans Date Received: 4/19/2024
(1-24"X36", pdf scan, ACAD Base Map files< Shape File .SHP)

N/A 6. TDLR Inspection Report

TM 7. Test Reports ✓ Manhole Test ✓ WW Low Air Pressure Test / Mandrel Test
✓ TV Test ✓ Valve & Hydrant Test
✓ Bacteriological Test ✓ Water Pressure Test

TM 8. Punch List Date Completed: 6/13/2024

TM 9. No. of Lots for Subdivisions _____ Total Acres in Subdivision. _____

TM 10. Plans showing the location of installed all Dry Utilities. (Electric, Gas and communication lines)

N/A 11. Location and elevation of Benchmark from RPLS

TM 12. Map showing Area being accepted.

Comments: _____

Please initial: _____ Inspector, _____ Supervisor, _____ Administrative Assistant
Received by: _____

AGENDA ITEM REPORT

10.3.



To: City Council

Subject: Consideration and possible action on Resolution No. R-2024-126 suspending the July 8, 2024 effective date of Texas Gas Service Company's requested increase to permit time to study the request and to establish reasonable rates; approving cooperation with other cities in the Texas Gas Service Company's Central-Gulf Service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in GUD No. 17471 at the Railroad Commission; requiring reimbursement of cities' rate case expenses; 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)

Meeting: Thursday, June 20, 2024

Department: Legal /

Staff Contact:

BACKGROUND INFORMATION:

On June 3, 2024, Texas Gas Service Company ("TGS" or "Company") a Division of ONE Gas, Inc. ("ONE Gas"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within the incorporated areas of the Central-Gulf Service Area ("CGSA"), effective July 8, 2024

TGS is seeking to increase its revenues in the CGSA by \$25.8 million, which is an increase of 9.83% including gas costs, or 15.59% excluding gas costs. TGS is also requesting: (1) approval of new depreciation rates for certain plant within the CGSA; (2) a finding that expenses for Winter Storm Uri and COVID-19 that are contained in regulatory assets authorized by the RRC are reasonable, necessary, and accurate; (3) a prudence determination for capital investment made in the CGSA through December 31, 2023; (4) approval to include Excess Deferred Income Taxes ("EDIT") in base rates, with discontinuance of the EDIT Rider to return EDIT to customers; and (5) approval to recover the reasonable rate case expenses associated with the filing through a surcharge.

The Company's new proposed tariff includes: (1) a new Small and Large Residential rate design and related rate schedules based on customer usage patterns; (2) a new Small and Large Commercial rate design and related rate schedules based on customer usage patterns; (3) a new Renewable Natural Gas Credits program rate schedule; (4) new rate schedules for a rate case expense surcharge; and (5) certain revisions to the Company's Rules of Service

SUMMARY OF REQUEST:

AGENDA ITEM REPORT

10.3.



The resolution suspends the July 8, 2024 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other similarly situated cities with original jurisdiction served by TGS, to evaluate the filing, to determine whether the filing complies with the law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that the Company's rate request cannot become effective until at least 35 days following the filing of the application. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, TGS's rate request is deemed approved.

STAFF REVIEW:

Explanation of "Be It Resolved" Sections:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on TGS's request to increase rates by July 8, 2024.

Section 2. This provision authorizes the City to participate in a coalition of cities served by TGS in order to more efficiently represent the interests of the City and their citizens.

Section 3. This section authorizes the hiring of Lloyd Gosselink Rochelle & Townsend, P.C. to represent the City in matters related to TGS's application to increase its rates.

Section 4. This section authorizes the City's intervention in TGS's application for approval to increase its rates before the Railroad Commission in GUD No. 17471.

Section 5. This section requires the Company to reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the coalition of cities will submit monthly invoices that will be forwarded to TGS for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 7. This section provides that the City will provide a copy of the approved and signed resolution to representatives for TGS and the coalition of cities.

AGENDA ITEM REPORT

10.3.



FISCAL NOTES:

ATTACHMENTS:

1. Hutto Res TGS Suspension Rate Increase

RESOLUTION NO. R-2024-126

A RESOLUTION OF THE CITY OF HUTTO, TEXAS SUSPENDING THE JULY 8, 2024 EFFECTIVE DATE OF TEXAS GAS SERVICE COMPANY'S REQUESTED INCREASE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE TEXAS GAS SERVICE COMPANY'S CENTRAL-GULF SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN GUD NO. 17471 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; 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

WHEREAS, on or about June 3, 2024, Texas Gas Service Company, a Division of ONE Gas, Inc. ("TGS" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the City of Hutto, Texas ("City") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the incorporated areas of the Central-Gulf Service Area, effective July 8, 2024; and

WHEREAS, the City is a gas customer of TGS and a regulatory authority with exclusive original jurisdiction over the rates and charges of TGS within the City; and

WHEREAS, it is reasonable for the City to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, TGS has filed an application with the Railroad Commission, Gas Utilities Docket (GUD) No. 17471, that could become the docket into which appeals of city action on the TGS filing are consolidated; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the July 8, 2024, effective date of the rate request submitted by TGS on or about June 3, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City is authorized to cooperate with other cities in the TGS service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION 3. That, subject to the right to terminate employment at any time, the City of Hutto, Texas hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to represent the City in all matters associated with the TGS application to increase rates and appeals thereof.

SECTION 4. That intervention in Railroad Commission GUD No. 17471 is authorized.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed by the Company.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. A copy of this Resolution shall be sent to TGS representatives Judy Hitchye and Anthony Brown, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746 (Judy.Hitchye@onegas.com; Anthony.Brown@onegas.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2024.

AGENDA ITEM REPORT

10.4.



To: City Council
Subject: Consideration and possible action on Resolution No. R-2024- 127 authorizing the City Manager to execute Individual Project Order (IPO) 2023-16 for professional services with Garver LLC, in the amount of \$35,000, for the 2024 Rail Crossing Elimination of the CR 132 Overpass at US 79 (CIP T07-2023). (Patricia)
Meeting: Thursday, June 20, 2024
Department: Engineering /
Staff Contact: Matt Wojnowski

BACKGROUND INFORMATION:

The proposed agenda item is a request for approval of a supplemental agreement for Garver to coordinate with the UPRR Railroad for the CR 132 at US 79 Overpass project. The Master Services Agreement with Garver, LLC was executed on August 19, 2021. Garver was the selected design firm due to their experience planning and designing transportation improvements in the City of Hutto and surrounding areas. Descriptions of ten similar representative projects designed by Garver are included in the attachments.

The scope of work consists of assisting the City of Hutto with the preparation and submission of one (1) application for 2024 Rail Crossing Elimination (RCE) Program Discretionary Grant funds for the construction of the CR 132 Overpass at US 79 Improvements project in Hutto, Texas.

Project improvements include approximately 1.1 miles of reconstruction of the existing CR 132 corridor to a proposed 6-lane divided arterial roadway from Limmer Lane to Branson Blvd. including an overpass over the UPRR railroad and US 79. In addition, US 79 improvements include approximately one mile of widening of US 79 and the addition of direct access ramps to CR 132.

SUMMARY OF REQUEST:

Authorize the City Manager to execute IPO 2023-06 for professional services with Garver, LLC for County Road 132 from CR 199 to Limmer Loop, Transportation Capital Improvement Project T7, in the amount of \$35,000.

STAFF REVIEW:

FISCAL NOTES:

AGENDA ITEM REPORT

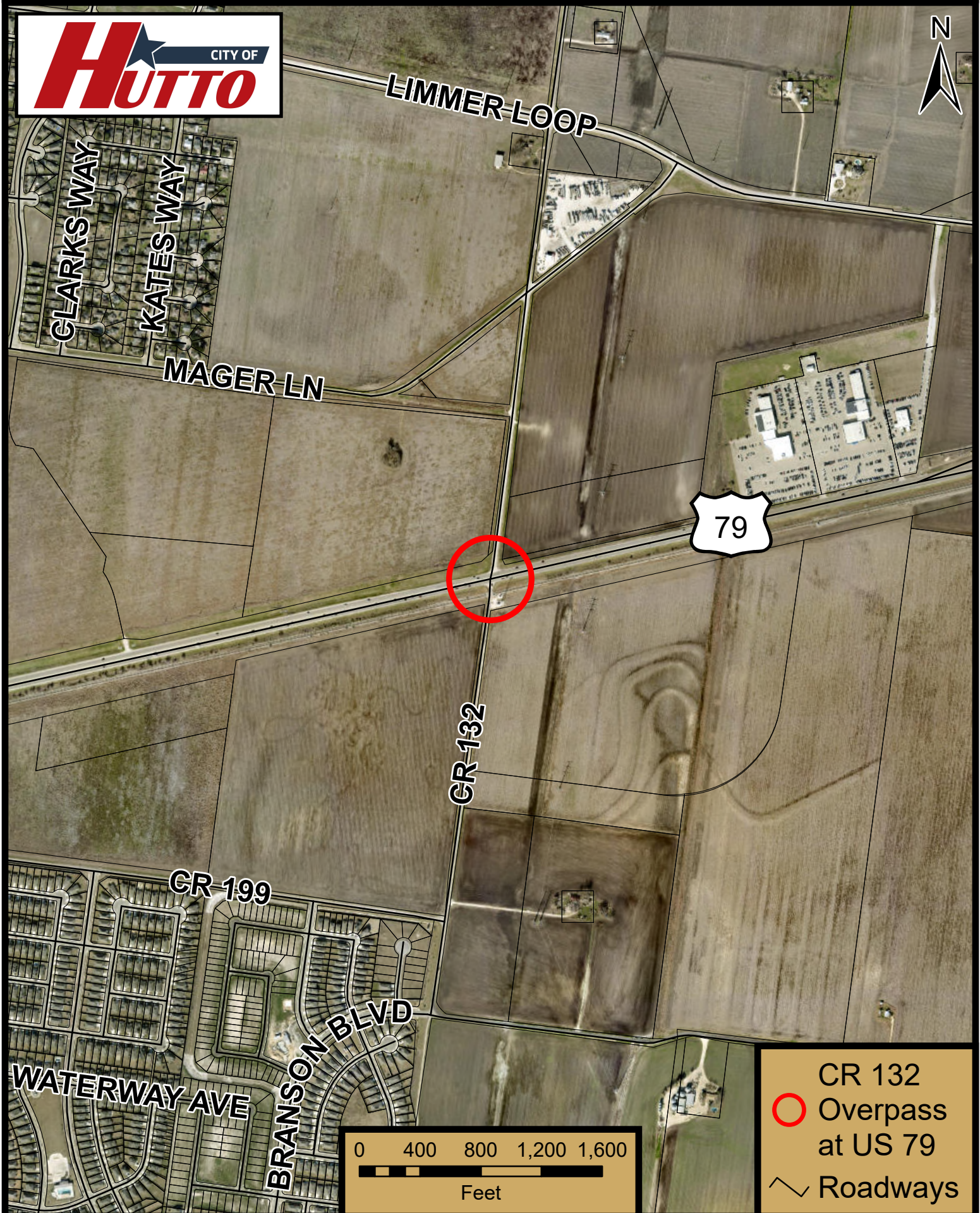
10.4.



ATTACHMENTS:

1. CR_132_Overpass_at_US_79
2. 20240620 Garver Amendment
3. Resolution no R2023-070_IPO 2023-06
4. CR 132 Scope_SA_06.17.2024
5. CR 132atUS79_SWA01_Garver IPO 2023-16
6. IPO Cover Sheet.CR 132.06.20.2024

CR 132 Overpass at US 79



CR 132
Overpass
at US 79

~ Roadways

0 400 800 1,200 1,600
Feet

RESOLUTION NO. R-2024-127

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE
INDIVIDUAL PROJECT ORDER (IPO) 2023-16,
AMENDMENT NO. 1 FOR PROJECT T07-2023 TO THE
MASTER AGREEMENT WITH GARVER, LLC. RELATED
TO THE CR 132 OVERPASS AT US79; PROVIDING
PROPER NOTICE & MEETING, AND PROVING AN
EFFECTIVE DATE.**

WHEREAS, Individual Project order 2023-16, Amendment No 1 with Garver LLC. relates to Project T07-2023 for the CR 132 Overpass at US 79; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Individual Project Order 2023-16, Amendment No 1 to the Master Agreement for Continuing Professional Services.

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 amendment to Individual Project Order 2023-16, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

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

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

RESOLVED this 20th day of June, 2024.

Mike Snyder, Mayor

ATTEST:

Amanda Taylor, City Secretary

RESOLUTION NO. R-2023-070

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING INDIVIDUAL PROJECT ORDER 2023-06 TO THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF HUTTO AND GARVER, LLC, FOR CONTINUING PROFESSIONAL SERVICES IN THE AMOUNT OF \$ \$927,920.96; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INDIVIDUAL PROJECT ORDER; PROVIDING PROPER NOTICE & MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City of Hutto, Texas (“City”) entered into a Master Services Agreement with Garver, LLC, executed on August 19, 2021 (“Master Agreement”); and

WHEREAS, Individual Project Order 2023-06 (“IPO 2023-06”), to the Master Agreement provides that Garver, LLC, will provide professional services to perform preliminary engineering design for County Road 132, from County Road 199 to Limmer Loop, as part of Transportation Capital Improvement Project T6, in the amount of \$927,920.96; and

WHEREAS, the City Council desires to authorize the City Manager to execute IPO 2023-06, a copy of which is attached as Exhibit A and incorporated by reference.

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.

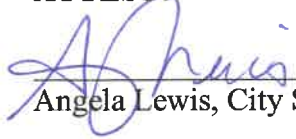
Section 2: The Hutto City Council hereby approves and authorizes the City Manager to execute IPO 2023-06, a copy of which is attached as Exhibit A and incorporated by reference, for the amount of \$927,920.96.

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 ____ day of _____, 2023.


Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary





**Individual Project Order
(IPO) 2023-16
to the Master Agreement
between the City of Hutto
and Garver, LLC (08/19/2021)**

**CIP Project T6
CR 132 Overpass at US 79
Schematic Design**



This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as "**City**") and **Garver, LLC** (hereinafter referred to as "**Consultant**") in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on August 19, 2021(the "Agreement").

Under this IPO, the City intends to contract with the Consultant to perform preliminary engineering associated with the conceptual and schematic development of the CR 132 Overpass at US 79 in Hutto, Texas.

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

SECTION 1 - SCOPE OF SERVICES

Consultant will perform the services specified in Attachment A.

SECTION 2 – PAYMENT

For the Services set forth above, City will pay consultant as described in Attachment B:

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	95,635.00	HOURLY
Surveys and Data Collection	229,216.96	HOURLY
Conceptual Design	353,307.00	HOURLY
Schematic Design	172,400.00	HOURLY
Public Involvement	49,660.00	HOURLY
Environmental	27,702.00	HOURLY
TOTAL FEE	\$ 927,920.96	

The total amount paid to Consultant under this IPO is estimated to be \$927,920.96.

The hourly not-to-exceed fee to be paid under this IPO is \$927,920.96. City will pay Consultant for Services rendered at the rates shown in Attachment B for each classification of Consultant's personnel (may include contract staff classified at Consultant's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachment B will be increased annually with the first increase effective on or about July 1, 2024.

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

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



The City will pay the Consultant on a monthly basis, based upon statements submitted by the Consultant to the City indicating the estimated hours spent on the effort within the billing period. Invoices will be received by the 15th of the month following the completion of the previous months work.

The City represents that funding sources are in place with the available funds necessary to pay Consultant. If any payment due Consultant under this agreement is not received within 60 days from date of invoice, Consultant may elect to suspend services under this agreement without penalty or liquidated damages assessed from the City.

SECTION 3 – ATTACHMENTS

- 3.1 The following Attachments are attached to and made a part of this IPO:
 - 3.1.1 Attachment A – Scope of Services
 - 3.1.2 Attachment B – Fee Schedule
 - 3.1.3 Attachment C – Project Schedule
 - 3.1.4 Attachment D – Survey and ROW Mapping Subconsultant Proposal
 - 3.1.5 Attachment E – SUE and Utility Coordination Subconsultant Proposal
 - 3.1.6 Attachment F – Geotechnical Subconsultant Proposal

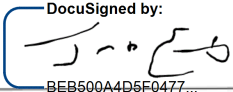
This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



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

City of Hutto, Texas

Garver, LLC

By: 
Signature

DocuSigned by:
BEB500A4D6F0477...

By: 
Signature

Name: James R. Earp, CPM
Printed Name

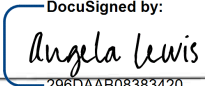
Name: Glenn G. Gregory
Printed Name

Title: City Manager

Title: Vice President

Date: 03/27/2023

Date: March 16, 2023

Attest: 
296DAAB08383420...

DocuSigned by:

Attest:



**Individual Project Order
(IPO) 2023-16
to the Master Agreement
between the City of Hutto
and Garver, LLC (08/19/2021)**

**CIP Project T6
CR 132 Overpass at US 79
Schematic Design**



This Individual Project Order (IPO) is made by and between the **City of Hutto** (hereinafter referred to as "**City**") and **Garver, LLC** (hereinafter referred to as "**Consultant**") in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on August 19, 2021 (the "Agreement").

Under this IPO, the City intends to contract with the Consultant to perform preliminary engineering associated with the conceptual and schematic development of the CR 132 Overpass at US 79 in Hutto, Texas.

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

SECTION 1 - SCOPE OF SERVICES

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TOTAL FEE	\$ 927,920.96	

The total amount paid to Consultant under this IPO is estimated to be \$927,920.96.

The hourly not-to-exceed fee to be paid under this IPO is \$927,920.96. City will pay Consultant for Services rendered at the rates shown in Attachment B for each classification of Consultant's personnel (may include contract staff classified at Consultant's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Attachment B will be increased annually with the first increase effective on or about July 1, 2024.

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

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



The City will pay the Consultant on a monthly basis, based upon statements submitted by the Consultant to the City indicating the estimated hours spent on the effort within the billing period. Invoices will be received by the 15th of the month following the completion of the previous months work.

The City represents that funding sources are in place with the available funds necessary to pay Consultant. If any payment due Consultant under this agreement is not received within 60 days from date of invoice, Consultant may elect to suspend services under this agreement without penalty or liquidated damages assessed from the City.

SECTION 3 – ATTACHMENTS

3.1 The following Attachments are attached to and made a part of this IPO:

3.1.1 Attachment A – Scope of Services

3.1.2 Attachment B – Fee Schedule

3.1.3 Attachment C – Project Schedule

3.1.4 Attachment D – Survey and ROW Mapping Subconsultant Proposal

3.1.5 Attachment E – SUE and Utility Coordination Subconsultant Proposal

3.1.6 Attachment F – Geotechnical Subconsultant Proposal

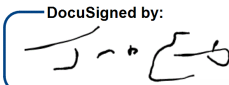
This IPO may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



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

City of Hutto, Texas

Garver, LLC

By:  DocuSigned by:
Signature BEB500A4D5F0477...

By:  Signature

Name: James R. Earp, CPM
Printed Name

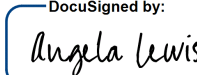
Name: Glenn G. Gregory
Printed Name

Title: City Manager

Title: Vice President

Date: 03/27/2023

Date: March 16, 2023

Attest:  DocuSigned by:
296DAAB08383420...

Attest:



EXHIBIT A-1 (SCOPE OF SERVICES)

The scope of work consists of assisting the City of Hutto with the preparation and submission of one (1) application for **2024 Rail Crossing Elimination (RCE) Program Discretionary Grant** funds for the construction of the CR 132 Overpass at US 79 Improvements project in Hutto, Texas.

Project improvements include approximately 1.1 miles of reconstruction of the existing CR 132 corridor to a proposed 6-lane divided arterial roadway from Limmer Lane to Branson Blvd. including an overpass over the UPRR railroad and US 79. In addition, US 79 improvements include approximately one mile of widening of US 79 and the addition of direct access ramps to CR 132.

The specific services to be provided are described below.

Project Narrative and Goals

- Develop a compelling project narrative that clearly articulates the goals, objectives, and anticipated outcomes of the proposed infrastructure project.
- Align the project narrative with the RCE Grant evaluation criteria, emphasizing safety, mobility, and economic development.

Budget Development

- Work closely with the City of Hutto to develop a detailed and accurate budget that aligns with the RCE Grant guidelines.
- Clearly outline the allocation of funds, including cost estimates for construction, materials, labor, and any other relevant expenses.

Performance Metrics and Evaluation

- Identify key performance metrics and indicators to measure the success and impact of the proposed project.
- Develop an evaluation plan that aligns with RCE Grant reporting requirements and ensures accountability for project outcomes.

Grant Application Preparation

- Prepare a comprehensive and well-organized grant application package, including all required forms, attachments, and supporting documentation.
- Ensure compliance with RCE Grant submission guidelines and deadlines.

Review and Quality Assurance

- Conduct a thorough review of the grant proposal to identify and address any errors, inconsistencies, or areas for improvement.
- Seek feedback from the City of Hutto and incorporate revisions to enhance the overall quality and competitiveness of the proposal.

Project Management and Coordination

- Provide ongoing project management support, including coordination of tasks, timelines, and communication.
- Collaborate with the City of Hutto to address any additional information or documentation requested during the grant review process.

Timeline

- Outline a detailed timeline for each phase of the grant writing process, including milestones, deadlines, and key deliverables.

**Benefit-Cost Analysis**

- Input narrative, clearly define project goals and objectives, and calculations utilizing Federal Rail Administration (FRA) RCE Benefit-Cost Analysis (BCA) tool.
- Detailed cost analysis for direct (e.g. construction/implementation) and indirect costs (e.g. maintenance/operation).
- Identify and quantify benefits to include both direct and indirect benefits.



**Supplement 01 (SWA01) to
Individual Project Order 2023-16
to the Master Agreement
between the City of Hutto
and Garver, LLC (08/19/2021)**

**CIP Project T6
CR 132 Overpass at US 79
Schematic Design**



Supplement 01 to Individual Project Order (IPO) 2023-16 is made by and between the **City of Hutto** (hereinafter referred to as “**City**”) and **Garver, LLC** (hereinafter referred to as “**Consultant**”) in accordance with the provisions of the MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES executed on August 19, 2021(the “Agreement”).

Under IPO 2023-16 Supplement 01, the City intends to contract with the Consultant to perform planning, preliminary engineering, and grant development support associated with the conceptual and schematic development of the CR 132 Overpass at US 79 in Hutto, Texas.

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

SECTION 1 - SCOPE OF SERVICES

Consultant will perform the scope of services specified in Attachment A-1.

SECTION 2 – PAYMENT

For the Services set forth above, City will pay consultant as described below:

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	2,300	LUMP SUM
Project Narrative and Goals	4,500	LUMP SUM
Budget Development	4,000	LUMP SUM
Performance Metrics and Evaluation	6,500	LUMP SUM
Grant Application Preparation	4,200	LUMP SUM
Review and Quality Assurance	3,500	LUMP SUM
Benefit-Cost Analysis	10,000	LUMP SUM
TOTAL FEE	\$ 35,000	LUMP SUM

The total compensation to Consultant under IPO 2023-16 is hereby increased by \$35,000.

The revised total compensation amount under this IPO, as supplemented, is \$962,920.96

The City represents that funding sources are in place with the available funds necessary to pay Consultant. If any payment due Consultant under this agreement is not received within 60 days from date of invoice, Consultant may elect to suspend services under this agreement without penalty or liquidated damages assessed from the City.

SECTION 3 – ATTACHMENTS

3.1 The following Attachments are attached to and made a part of this IPO Supplement:

3.1.1 Attachment A-1 – Scope of Services



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

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

City of Hutto, Texas

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Wendy Travis
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____



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Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Wendy Travis
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____

AGENDA ITEM REPORT

10.5.



To: City Council
Subject: Consideration and possible action on acceptance of the May 2024 financial report (Alberta Barrett)
Meeting: Thursday, June 20, 2024
Department: Finance /
Staff Contact:

BACKGROUND INFORMATION:

The financial results as of April 2024 show that general fund revenues are at 75.31% of budgeted amounts, while expenditures are at 56.96% of budgeted amounts. This compares to 78.10% of revenues collected and 48.27% of expenditures expended at this time last fiscal year.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

ATTACHMENTS:

1. May 2024 Financial Report



MONTHLY UNAUDITED FINANCIAL REPORT

FOR THE MONTH ENDED MAY 31, 2024

Finance Department

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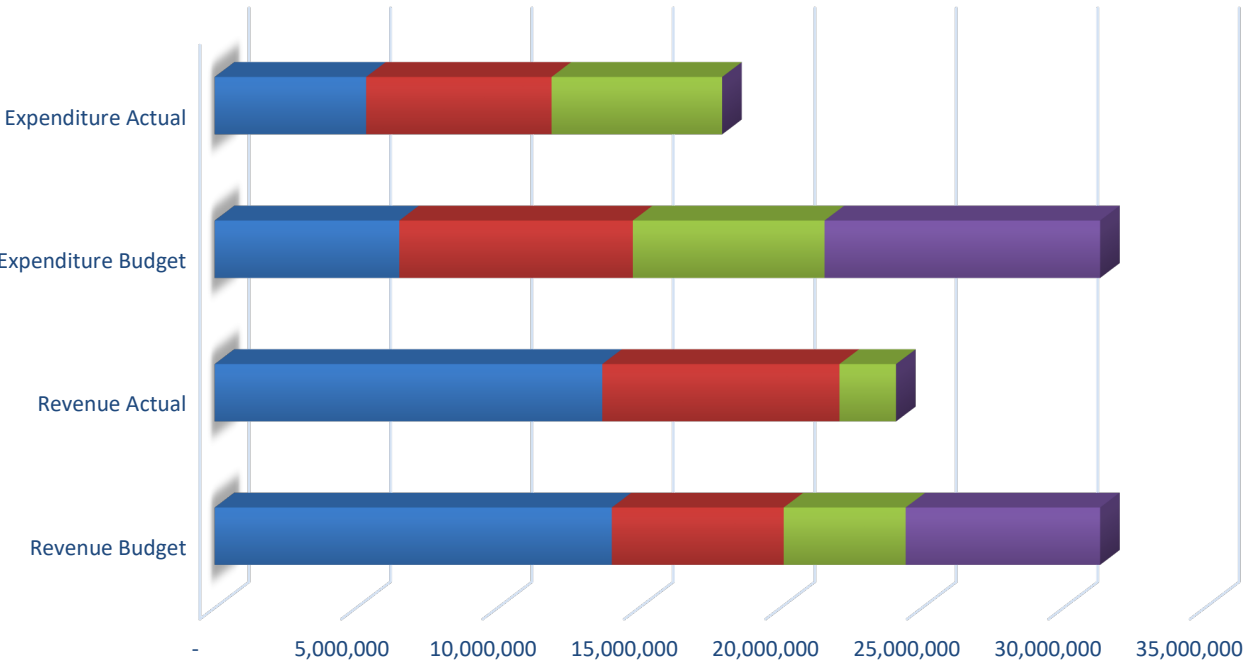
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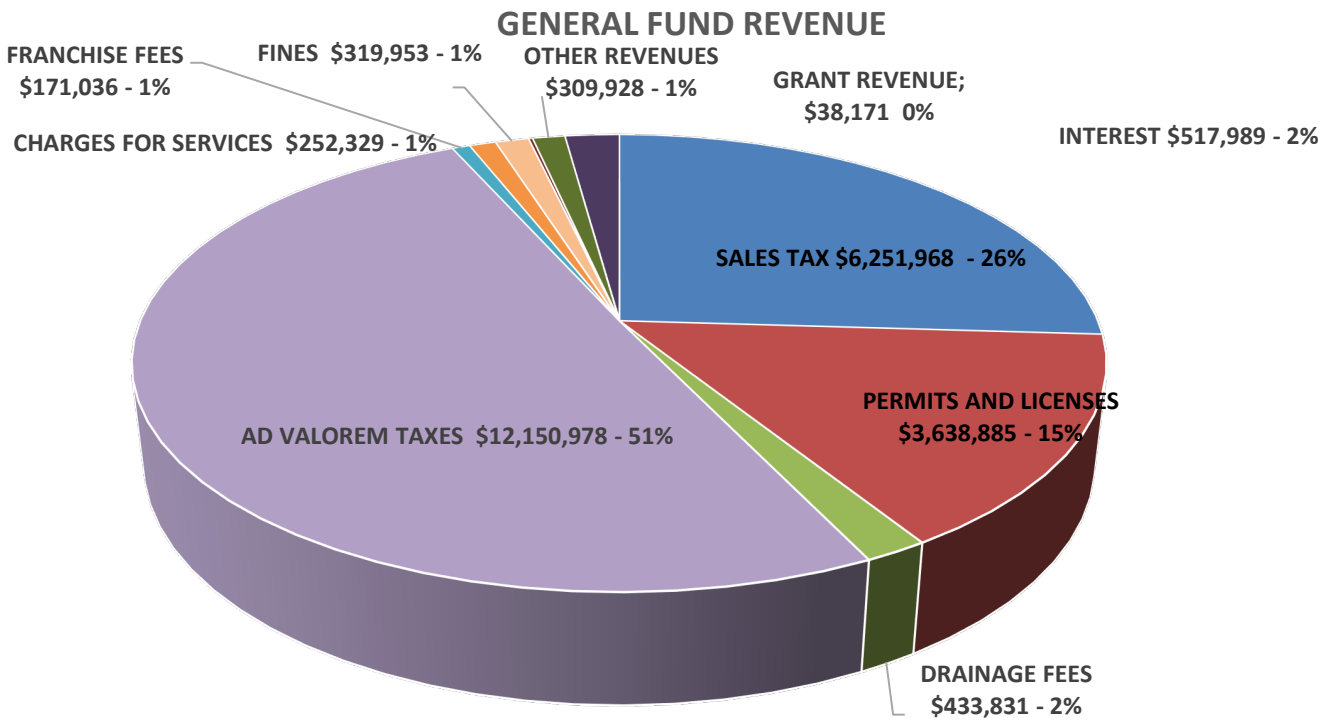
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**FINANCIAL DASHBOARD FOR THE MONTH ENDING
MAY 31, 2024**

General Fund

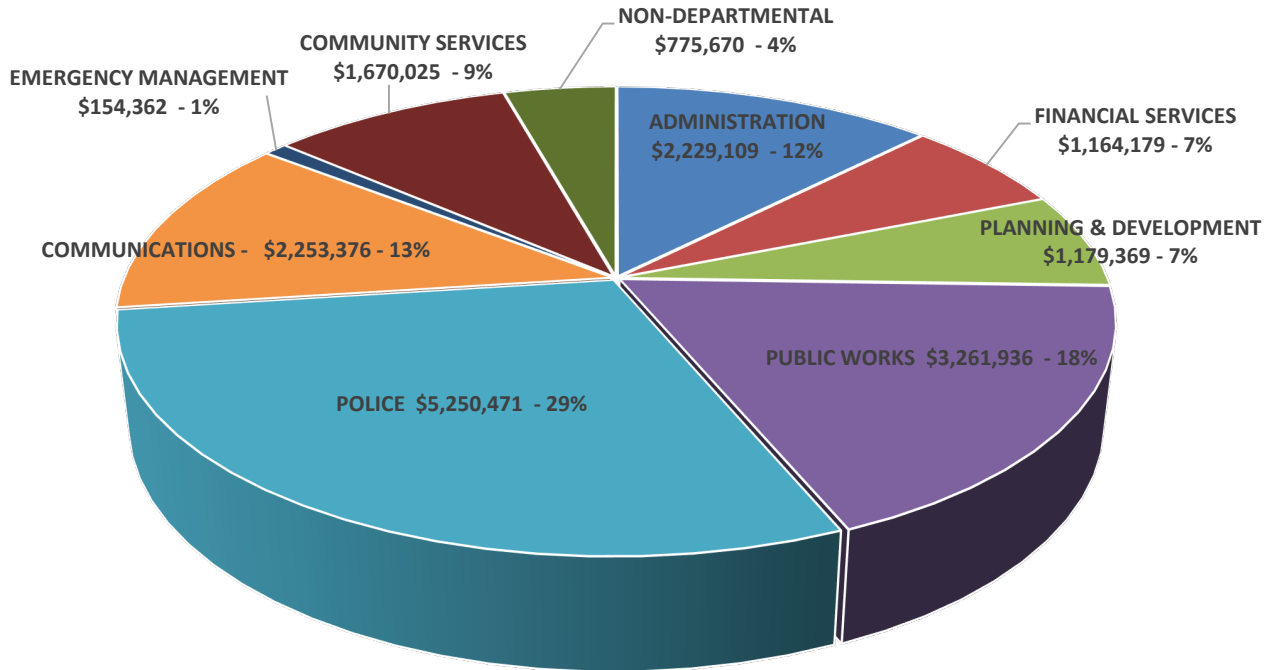


	Revenue Budget	Revenue Actual	Expenditure Budget	Expenditure Actual
Quarter 1	14,037,178	13,701,007	6,525,645	5,352,778
Quarter 2	6,078,083	8,384,600	8,256,427	6,554,852
Quarter 3	4,309,743	1,999,461	6,776,030	6,030,867
Quarter 4	6,873,053	-	9,739,955	-

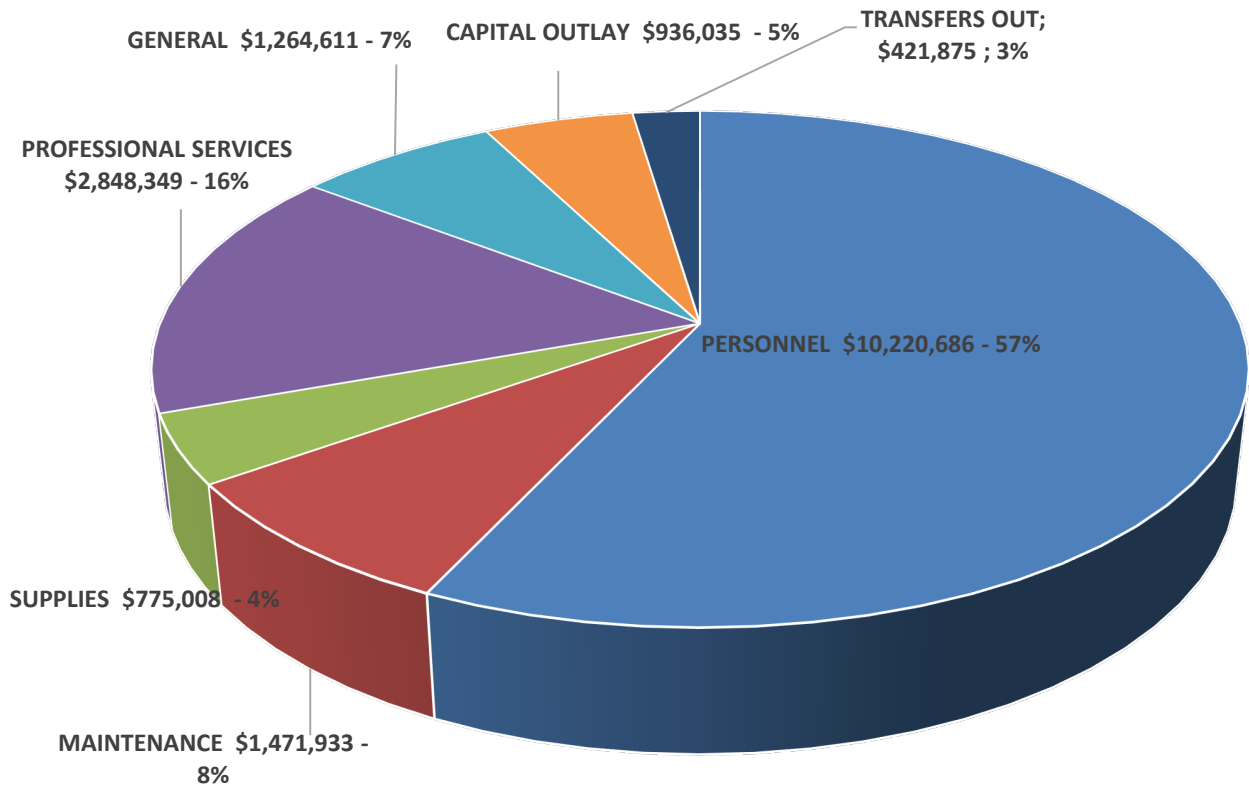


FINANCIAL DASHBOARD FOR THE MONTH ENDING MAY 31, 2024

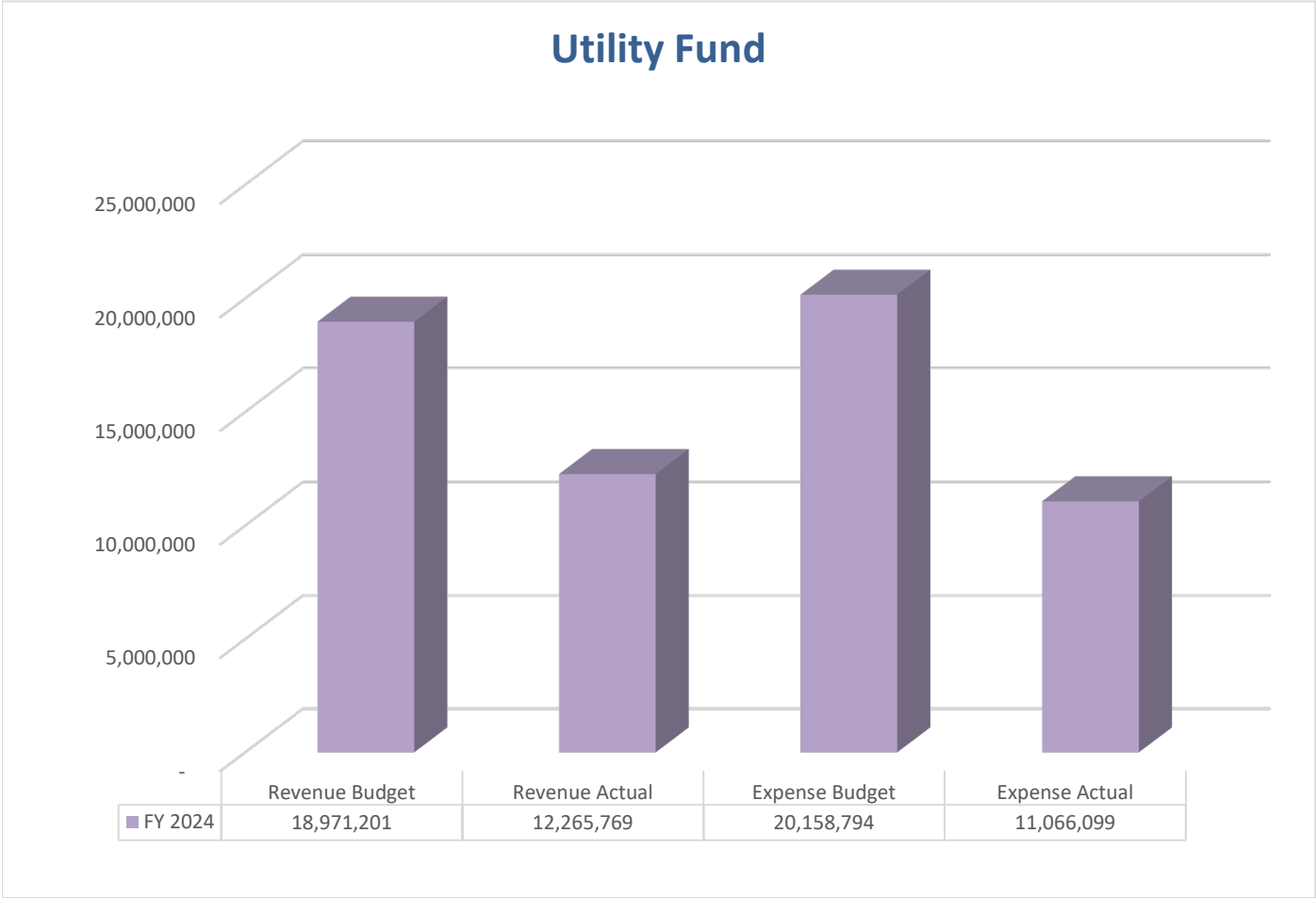
GENERAL FUND EXPENDITURES BY DEPARTMENT (YTD)



GENERAL FUND EXPENDITURES BY TYPE



**FINANCIAL DASHBOARD FOR THE MONTH ENDING
MAY 31, 2024**

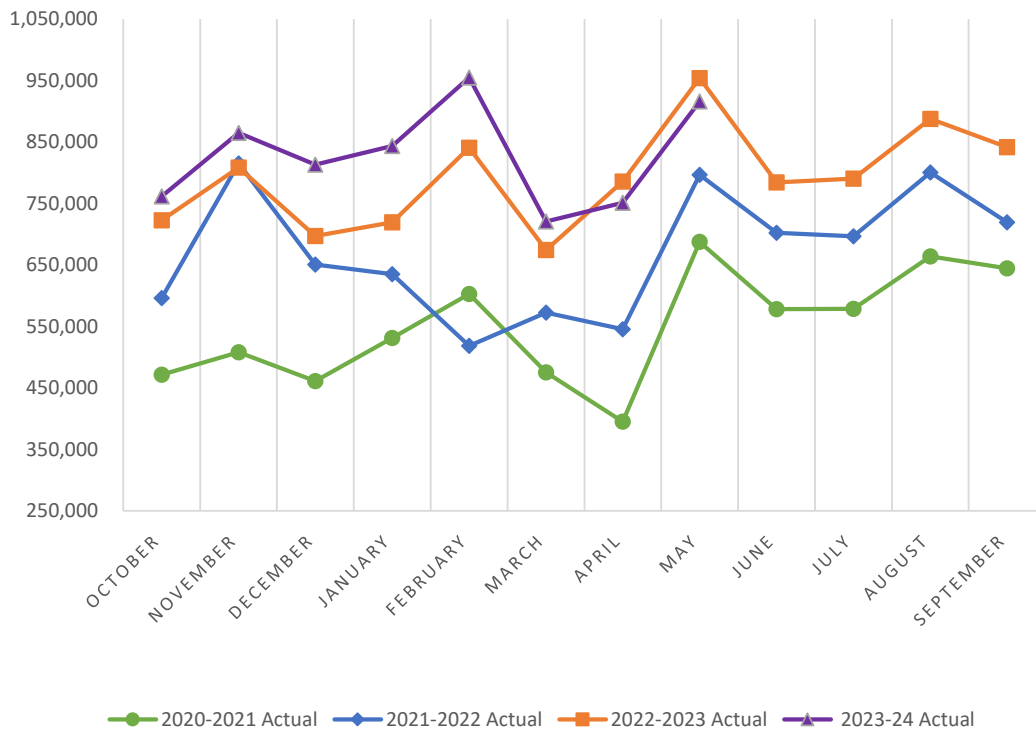


- Utility revenues totaled \$12,265,769 or 64.65% of the \$18,971,201 budgeted
- A total of \$11,066,099 was expensed through May, which is 54.89% of the budget

CITY ONLY Monthly Sales Tax Revenue

Month	2020-21	2021-22	2022-2023	2023-2024	
	Actual	Actual	Actual	Budget (Net of Rebates)	Actual (a)
October	471,586	596,256	722,693		761,732
November	507,797	815,296	808,638		865,051
December	460,839	650,779	697,257		813,117
January	531,091	635,102	719,481		843,484
February	602,713	518,338	840,503		954,874
March	475,083	572,428	674,351		720,673
April	395,000	545,417	785,628		751,264
May	687,438	796,610	954,059		915,842
June	578,119	702,235	784,133		
July	578,444	696,432	790,446		
August	663,684	800,353	887,548		
September	644,647	719,296	841,783		
Total	6,596,441	8,048,544	9,506,520	11,142,628	6,626,037
% Increase		22%	18%		59%

SALES TAX COMPARISON



CITY OF HUTTO
GENERAL FUND
STATEMENT OF REVENUES
FOR THE MONTH ENDED MAY 31, 2024

REVENUES	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
AD VALOREM TAXES	\$ 13,885,000	\$ 20,782	\$ 13,888,970	\$ 3,970	100.03%	(a)
PROPERTY TAX REBATES	(1,732,481)	-	(1,737,992)	(5,511)	100.32%	
SALES TAX	11,180,630	915,842	6,626,037	(4,554,593)	59.26%	
SALES TAX REBATES	(782,002)	(275,034)	(401,335)	380,667	51.32%	
CITY LIQUOR SALES TAX	53,535	5,181	27,266	(26,269)	50.93%	
FRANCHISE FEES	1,445,250	66,365	171,036	(1,274,214)	11.83%	(b)
PERMITS AND LICENSES	4,659,810	911,147	3,638,885	(1,020,925)	78.09%	
CHARGES FOR SERVICES	439,250	65,836	252,329	(186,921)	57.45%	
FINES	421,700	49,556	319,953	(101,747)	75.87%	
DRAINAGE FEES	871,774	55,041	433,831	(437,943)	49.76%	
GRANT REVENUE	38,171	-	38,171	0	100.00%	
OTHER REVENUES	377,000	250,454	309,928	(67,072)	82.21%	
INTEREST	775,000	60,359	517,989	(257,011)	66.84%	
SUB - TOTAL	\$ 31,632,637	\$ 2,125,529	\$ 24,085,068	\$ (7,547,569)	76.14%	
TRANSFER FROM OTHER FUNDS	350,012	-	-	(350,012)	0.00%	
TOTAL REVENUES	\$ 31,982,649	\$ 2,125,529	\$ 24,085,068	\$ (7,897,581)	75.31%	

GENERAL FUND SUMMARY

	<u>Budget</u>
Beginning Fund Balance 10/1/2023	5,564,746
2024 Revenue	31,982,649
2024 Operating Expenditures	30,001,025
2024 One-Time Capital Expenditures	1,494,195
Ending Fund Balance	<u>6,052,175</u>
Reserve Requirement (20%)	6,000,205
Remaining Unreserved Fund Balance	<u>51,970</u>

(a) Current ad valorem taxes are 98.73% collected

(b) Majority of revenues received in June and September

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED MAY 31, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ADMINISTRATION					
PERSONNEL	\$ 976,490	\$ 110,704	\$ 631,169	\$ 345,321	64.64%
SUPPLIES	30,380	19	17,790	12,590	58.56%
PROFESSIONAL SERVICES	10,900	-	2,027	8,873	18.60%
GENERAL	57,911	3,300	36,314	21,597	62.71%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ADMINISTRATION	\$ 1,075,681	\$ 114,023	\$ 687,300	\$ 388,381	63.89%
CITY COUNCIL					
PERSONNEL	\$ 64,738	\$ 5,398	\$ 40,517	\$ 24,221	62.59%
SUPPLIES	16,190	-	14,999	1,191	92.64%
PROFESSIONAL SERVICES	18,953	-	420	18,533	2.22%
GENERAL	547,952	46,500	423,549	124,403	77.30%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY COUNCIL	\$ 647,833	\$ 51,898	\$ 479,485	\$ 168,348	74.01% (a)
LEGAL					
PROFESSIONAL SERVICES	\$ 800,000	\$ 2,641	\$ 498,987	301,013	62.37%
TOTAL LEGAL	\$ 800,000	\$ 2,641	\$ 498,987	\$ 301,013	62.37%
HUMAN RESOURCES					
PERSONNEL	\$ 507,625	\$ 31,138	\$ 290,320	\$ 217,305	57.19%
SUPPLIES	47,180	-	22,777	24,403	48.28%
PROFESSIONAL SERVICES	119,055	-	75,757	43,298	63.63%
GENERAL	49,621	3,354	14,928	34,693	30.08%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL HUMAN RESOURCES	\$ 723,481	\$ 34,492	\$ 403,782	\$ 319,699	55.81%
ECONOMIC DEVELOPMENT					
PERSONNEL	\$ 265,918	\$ 30,059	\$ 140,624	\$ 125,294	52.88%
SUPPLIES	15,682	2,830	4,555	11,127	29.05%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	38,155	-	-	38,155	0.00%
GENERAL	15,540	-	14,376	1,164	92.51%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL ECONOMIC DEVELOPMENT	\$ 335,295	\$ 32,889	\$ 159,555	\$ 175,740	47.59%
FINANCE					
PERSONNEL	\$ 1,043,254	\$ 115,017	\$ 621,110	\$ 422,144	59.54%
SUPPLIES	5,500	237	3,256	2,244	59.20%
PROFESSIONAL SERVICES	231,321	-	135,948	95,373	58.77%
GENERAL	132,500	8,383	90,692	41,808	68.45%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FINANCE	1,412,575	123,637	851,006	561,569	60.25%
MUNICIPAL COURT					
PERSONNEL	\$ 395,404	\$ 42,163	\$ 265,542	\$ 129,862	67.16%
SUPPLIES	7,250	250	1,324	5,926	18.26%
PROFESSIONAL SERVICES	29,750	4,953	23,493	6,257	78.97%
GENERAL	37,600	4,327	22,814	14,786	60.68%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL MUNICIPAL COURT	\$ 470,004	\$ 51,693	\$ 313,173	\$ 156,831	66.63%

(a) Expenditures appear to be trending over budget due to TSTC annual payment; end-of-year projections still in line with budget

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED MAY 31, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
PLANNING & DEVELOPMENT					
PERSONNEL	\$ 1,218,280	\$ 139,527	\$ 786,011	\$ 432,269	64.52%
SUPPLIES	31,950	8,231	14,940	17,010	46.76%
PROFESSIONAL SERVICES	1,298,900	36,461	359,874	939,026	27.71%
GENERAL	41,199	2,334	18,544	22,655	45.01%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PLANNING & DEVELOPMENT	\$ 2,590,329	\$ 186,553	\$ 1,179,369	\$ 1,410,960	45.53%
ENGINEERING					
PERSONNEL	\$ 622,800	\$ 85,186	\$ 416,123	\$ 206,677	66.81%
SUPPLIES	10,386	-	6,093	4,293	58.67%
PROFESSIONAL SERVICES	184,150	240	87,331	96,819	47.42%
GENERAL	39,053	1,100	6,018	33,035	15.41%
TOTAL ENGINEERING	\$ 856,389	\$ 86,526	\$ 515,565	\$ 340,824	60.20%
CONSTRUCTION INSPECTION					
PERSONNEL	\$ 415,630	\$ 55,995	\$ 264,396	\$ 151,234	63.61%
SUPPLIES	22,980	140	20,254	2,726	88.14%
MAINTENANCE	1,400	-	-	1,400	0.00%
PROFESSIONAL SERVICES	51,800	2,443	26,649	25,151	51.45%
GENERAL	6,500	-	1,409	5,091	21.68%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CONSTRUCTION INSPECTION	\$ 498,310	\$ 58,578	\$ 312,708	\$ 185,602	62.75%
STREETS & DRAINAGE					
PERSONNEL	\$ 902,727	\$ 81,656	\$ 419,310	\$ 483,417	46.45%
SUPPLIES	146,371	1,568	59,215	87,156	40.46%
MAINTENANCE	1,628,396	536,220	1,052,766	575,630	64.65%
PROFESSIONAL SERVICES	763,000	9,803	147,390	615,610	19.32%
GENERAL	268,785	23,211	177,329	91,456	65.97%
CAPITAL OUTLAY	842,950	35,048	577,653	265,297	68.53%
TOTAL STREETS & DRAINAGE	\$ 4,552,229	\$ 687,506	\$ 2,433,663	\$ 2,118,566	53.46%
POLICE					
PERSONNEL	\$ 6,938,714	\$ 773,926	\$ 4,327,342	\$ 2,611,372	62.37%
SUPPLIES	506,759	28,670	256,450	250,309	50.61%
MAINTENANCE	12,200	204	4,368	7,832	35.80%
PROFESSIONAL SERVICES/FEES	1,218,015	348,081	607,976	610,039	49.92%
GENERAL	129,550	11,356	52,291	77,259	40.36%
CAPITAL OUTLAY	178,252	(3,566)	2,044	176,208	1.15%
TOTAL POLICE	\$ 8,983,490	\$ 1,158,671	\$ 5,250,471	\$ 3,733,019	58.45%
CITY SECRETARY					
PERSONNEL	\$ 248,184	\$ 15,278	\$ 149,452	\$ 98,732	60.22%
SUPPLIES	1,450	(405)	357	1,093	24.62%
PROFESSIONAL SERVICES	141,700	-	100,920	40,780	71.22%
GENERAL	13,300	405	2,544	10,756	19.13%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL CITY SECRETARY	\$ 404,634	\$ 15,278	\$ 253,273	\$ 151,361	62.59%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED MAY 31, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
COMMUNICATIONS					
PERSONNEL	\$ 437,818	\$ 23,102	\$ 262,500	\$ 175,318	59.96%
SUPPLIES	5,980	-	1,435	4,545	24.00%
PROFESSIONAL SERVICES	146,859	(104)	119,932	26,927	81.66%
GENERAL	16,885	2,700	7,065	9,820	41.84%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNICATIONS	\$ 607,542	\$ 25,698	\$ 390,932	\$ 216,610	64.35%
LIBRARY					
PERSONNEL	\$ 476,487	\$ 47,496	\$ 272,101	\$ 204,386	57.11%
SUPPLIES	70,410	1,311	51,832	18,578	73.61%
PROFESSIONAL SERVICES	3,400	-	2,782	618	0.00%
GENERAL	15,000	84	5,685	9,315	37.90%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL LIBRARY	\$ 565,297	\$ 48,891	\$ 332,400	\$ 232,897	58.80%
COMMUNITY RELATIONS					
PERSONNEL	\$ 211,806	\$ 23,900	\$ 137,858	\$ 73,948	65.09%
SUPPLIES	255,360	650	153,682	101,678	60.18%
PROFESSIONAL SERVICES	559,450	13,045	67,897	491,553	12.14%
GENERAL	17,500	1,100	10,688	6,812	61.07%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL COMMUNITY RELATIONS	\$ 1,044,116	\$ 38,695	\$ 370,125	\$ 673,991	35.45%
INFORMATION TECHNOLOGY					
PERSONNEL	\$ 381,815	\$ 47,492	\$ 242,067	\$ 139,748	63.40%
SUPPLIES	85,474	140	46,994	38,480	54.98%
PROFESSIONAL SERVICES	780,120	21,173	444,060	336,060	56.92%
GENERAL	20,320	-	1,466	18,854	7.21%
CAPITAL OUTLAY	191,735	-	172,059	19,676	89.74%
TOTAL INFORMATION TECHNOLOGY	\$ 1,459,464	\$ 68,805	\$ 906,646	\$ 552,818	62.12%
EMERGENCY MANAGEMENT					
PERSONNEL	\$ 233,702	\$ 27,925	\$ 126,389	\$ 107,313	54.08%
SUPPLIES	20,804	-	9,561	11,243	45.96%
PROFESSIONAL SERVICES	23,699	-	-	23,699	0.00%
GENERAL	5,177	548	1,148	4,029	22.18%
CAPITAL OUTLAY	39,410	-	17,264	22,146	43.81%
TOTAL EMERGENCY MANAGEMENT	\$ 322,792	\$ 28,473	\$ 154,362	\$ 168,430	47.82%
PARKS & RECREATION					
PERSONNEL	\$ 1,095,931	\$ 120,662	\$ 606,923	\$ 489,008	55.38%
SUPPLIES	154,230	3,820	63,530	90,700	41.19%
MAINTENANCE	145,100	10,058	68,591	76,509	47.27%
PROFESSIONAL SERVICES	349,700	5,638	92,113	257,587	26.34%
GENERAL	69,999	3,477	36,274	33,725	51.82%
CAPITAL OUTLAY	8,000	-	-	8,000	0.00%
TOTAL PARKS & RECREATION	\$ 1,822,960	\$ 143,655	\$ 867,431	\$ 955,529	47.58%

CITY OF HUTTO
GENERAL FUND
STATEMENT OF EXPENDITURES
FOR THE MONTH ENDED MAY 31, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
FLEET MAINTENANCE					
PERSONNEL	\$ 157,805	\$ 21,103	\$ 87,011	\$ 70,794	55.14%
SUPPLIES	4,400	281	3,077	1,323	69.93%
MAINTENANCE	83,860	13,056	93,536	(9,676)	111.54% (b)
PROFESSIONAL SERVICES	8,720	1,934	5,212	3,508	59.77%
GENERAL	2,000	-	-	2,000	0.00%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL FLEET MAINTENANCE	<u>\$ 256,785</u>	<u>\$ 36,374</u>	<u>\$ 188,836</u>	<u>\$ 67,949</u>	<u>73.54%</u>
FACILITY MAINTENANCE					
PERSONNEL	\$ 203,298	\$ 22,961	\$ 133,921	\$ 69,377	65.87%
SUPPLIES	30,140	-	11,539	18,601	38.28%
MAINTENANCE	437,000	15,748	252,672	184,328	57.82%
PROFESSIONAL SERVICES	129,858	-	46,900	82,958	36.12%
GENERAL	4,000	-	1,711	2,289	42.78%
CAPITAL OUTLAY	233,848	-	167,015	66,833	71.42%
TOTAL FACILITY MAINTENANCE	<u>\$ 1,038,144</u>	<u>\$ 38,709</u>	<u>\$ 613,758</u>	<u>\$ 424,386</u>	<u>59.12%</u>
NON-DEPARTMENTAL					
SUPPLIES	\$ 13,500	\$ 382	\$ 11,348	\$ 2,152	84.06%
MAINTENANCE	-	-	-	-	0.00%
PROFESSIONAL SERVICES	18,700	894	2,681	16,019	14.34%
GENERAL	573,795	40,607	339,766	234,029	59.21%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL NON-DEPARTMENTAL	<u>\$ 605,995</u>	<u>\$ 41,883</u>	<u>\$ 353,795</u>	<u>\$ 252,200</u>	<u>58.38%</u>
TRANSFERS TO OTHER FUNDS	\$ 421,875	\$ -	\$ 421,875	\$ -	100.00%
TOTAL EXPENDITURES	<u>\$ 31,495,220</u>	<u>\$ 3,075,568</u>	<u>\$ 17,938,497</u>	<u>\$ 13,556,723</u>	<u>56.96%</u>

(b) Will be addressed with a budget transfer or end-of-year budget amendment. General fleet maintenance costs higher than anticipated

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED MAY 31, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET	
DEBT SERVICE						
REVENUES	\$ 6,415,751	\$ 33,447	\$ 6,635,845	\$ 220,094	103.43%	
EXPENDITURES	6,454,496	\$ -	\$ 2,453,539	4,000,957	38.01%	
NET CHANGE	\$ (38,745)	\$ 33,447	\$ 4,182,306	\$ 4,221,051		
COURT FUNDS						
REVENUES	\$ 27,780	\$ 4,294	\$ 30,962	\$ 3,182	111.45%	
EXPENDITURES	57,906	1,509	5,402	52,504	9.33%	
NET CHANGE	\$ (30,126)	\$ 2,785	\$ 25,560	\$ 55,686		
HOTEL TAX FUND						
REVENUES	\$ 193,000	\$ 45,102	\$ 173,010	\$ (19,990)	89.64%	
EXPENDITURES	355,000	-	-	355,000	0.00%	
NET CHANGE	\$ (162,000)	\$ 45,102	\$ 173,010	\$ 335,010		
HUTTO POLICE SEIZURE FUND						
REVENUES	\$ 6,000	\$ 121	\$ 1,174	\$ (4,826)	19.57%	
EXPENDITURES	20,000	-	\$ -	20,000	0.00%	
NET CHANGE	\$ (14,000)	\$ 121	\$ 1,174	\$ 15,174		
POLICE LEASE FUNDS						
REVENUES	\$ 9,232	\$ -	\$ 6,608	\$ (2,624)	71.58%	
EXPENDITURES	18,784	-	\$ 21,307	(2,523)	113.43%	(a)
NET CHANGE	\$ (9,552)	\$ -	\$ (14,699)	\$ (5,147)		
PARKS IMPROVEMENTS & ACQUISITION FUND (FORMERLY PARK IMPROVEMENT FUND)						
REVENUES	\$ 715,000	\$ 9,577	\$ 213,262	\$ (501,738)	29.83%	
EXPENDITURES	3,000,271	11,259	\$ 1,086,725	1,913,546	36.22%	
NET CHANGE	\$ (2,285,271)	\$ (1,682)	\$ (873,463)	\$ 1,411,808		
PEG CAPITAL FUND						
REVENUES	\$ 26,105	\$ 8,706	\$ 22,556	\$ (3,549)	86.40%	
EXPENDITURES	110,832	-	\$ -	110,832	0.00%	
NET CHANGE	\$ (84,727)	\$ 8,706	\$ 22,556	\$ 107,283		
COMMUNITY BENEFIT FUND						
REVENUES	\$ 159,618	\$ 15,666	\$ 157,236	\$ (2,382)	98.51%	
EXPENDITURES	3,083,200	-	381,941	2,701,259	12.39%	
NET CHANGE	\$ (2,923,582)	\$ 15,666	\$ (224,705)	\$ 2,698,877		
TRANSPORTATION IMPROVEMENT FUND						
REVENUES	\$ 2,386,000	\$ 1,118,983	\$ 2,857,026	\$ 471,026	119.74%	
EXPENDITURES	2,899,600	7,850	851,816	2,047,784	29.38%	
NET CHANGE	\$ (513,600)	\$ 1,111,133	\$ 2,005,210	\$ 2,518,810		

(a) Deficit will be addressed with end-of-year budget amendments. Amount of grant funds expended higher than anticipated

CITY OF HUTTO
OTHER GOVERNMENTAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE MONTH ENDED MAY 31, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
ARPA FUNDS					
REVENUES	\$ 10,250,000	\$ 11,282	\$ 255,912	\$ (9,994,088)	2.50%
EXPENDITURES	16,500,000	-	337,654	16,162,346	2.05%
NET CHANGE	\$ (6,250,000)	\$ 11,282	\$ (81,742)	\$ 6,168,258	
ECONOMIC DEVELOPMENT CORPORATION (EDC)					
REVENUES	\$ 27,230,126	\$ 2,314,914	\$ 6,939,072	\$ (20,291,054)	25.48%
EXPENDITURES	27,722,369	1,473,928	6,342,396	21,379,973	22.88%
NET CHANGE	\$ (492,243)	\$ 840,986	\$ 596,676	\$ 1,088,919	
<u>GENERAL CAPITAL IMPROVEMENT FUNDS</u>					
GENERAL CIP FUND					
REVENUES	\$ 421,875	\$ 1,863	\$ 423,738	\$ 1,863	100.44%
EXPENDITURES	78,125	-	58,628	19,497	75.04%
NET CHANGE	\$ 343,750	\$ 1,863	\$ 365,110	\$ 21,360	
2022 GO BONDS					
REVENUES	\$ 19,585,931	\$ 88,719	\$ 739,027	\$ (18,846,904)	3.77%
EXPENDITURES	19,585,931	7,548	3,287,239	16,298,692	16.78%
NET CHANGE	\$ -	\$ 81,171	\$ (2,548,212)	\$ (2,548,212)	
2023 GO BONDS					
REVENUES	\$ -	\$ 56,765	\$ 436,567	\$ 436,567	100.00%
EXPENDITURES	12,000,000	1,358,239	3,679,483	8,320,517	30.66%
NET CHANGE	\$ (12,000,000)	\$ (1,301,474)	\$ (3,242,916)	\$ 8,757,084	
2023A GO BONDS					
REVENUES	\$ 11,000,000	\$ 46,447	\$ 11,520,031	\$ 520,031	104.73%
EXPENDITURES	11,000,000	-	156,801	10,843,199	1.43%
NET CHANGE	\$ -	\$ 46,447	\$ 11,363,230	\$ 11,363,230	

CITY OF HUTTO
UTILITY FUND
STATEMENT OF REVENUES & EXPENSES
FOR THE MONTH ENDED MAY 31, 2024

	BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
REVENUES					
CHARGES FOR SERVICES	\$ 16,675,915	\$ 1,467,790	\$ 11,113,858	\$ (5,562,057)	66.65%
FEES	613,850	68,635	464,384	(149,466)	75.65%
OTHER REVENUES	600,000	450	10,418	(589,582)	1.74% (a)
INTEREST	581,436	20,080	343,773	(237,663)	59.12%
SUB - TOTAL	<u>\$ 18,471,201</u>	<u>\$ 1,556,955</u>	<u>\$ 11,932,433</u>	<u>\$ (6,538,768)</u>	64.60%
TRANSFER FROM OTHER FUNDS	500,000	41,667	333,336	(166,664)	66.67%
TOTAL REVENUES	<u>\$ 18,971,201</u>	<u>\$ 1,598,622</u>	<u>\$ 12,265,769</u>	<u>\$ (6,705,432)</u>	64.65%
EXPENSES					
UTILITY BILLING					
PERSONNEL	\$ 514,086	\$ 54,675	\$ 321,823	\$ 192,263	62.60%
SUPPLIES	185,800	3,894	75,310	110,490	40.53%
MAINTENANCE	1,000	375	826	174	82.60%
PROFESSIONAL SERVICES	218,500	1,907	89,671	128,829	41.04%
GENERAL	829,545	45,393	509,233	320,312	61.39%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL UTILITY BILLING	<u>\$ 1,748,931</u>	<u>\$ 106,244</u>	<u>\$ 996,863</u>	<u>\$ 752,068</u>	57.00%
PUBLIC WORKS ADMIN					
PERSONNEL	\$ 618,168	\$ 60,382	\$ 338,683	\$ 279,485	54.79%
SUPPLIES	4,750	-	3,639	1,111	76.61%
PROFESSIONAL SERVICES	192,000	-	160,445	31,555	83.57%
GENERAL	22,500	82	4,314	18,186	19.17%
CAPITAL OUTLAY	-	-	-	-	0.00%
TOTAL PUBLIC WORKS ADMIN	<u>\$ 837,418</u>	<u>\$ 60,464</u>	<u>\$ 507,081</u>	<u>\$ 330,337</u>	60.55%
UTILITY OPERATIONS					
PERSONNEL	\$ 1,342,778	\$ 116,452	\$ 668,727	\$ 674,051	49.80%
SUPPLIES	327,936	24,808	177,156	150,780	54.02%
MAINTENANCE	1,184,352	37,672	278,978	905,374	23.56% (b)
PROFESSIONAL SERVICES	6,161,740	421,698	2,973,915	3,187,825	48.26%
GENERAL	454,550	35,800	294,061	160,489	64.69%
CAPITAL OUTLAY	694,457	138,070	254,821	439,636	36.69% (c)
TOTAL UTILITY OPERATIONS	<u>\$ 10,165,813</u>	<u>\$ 774,500</u>	<u>\$ 4,647,658</u>	<u>\$ 5,518,155</u>	45.72%
NON-DEPARTMENTAL					
PROFESSIONAL SERVICES	\$ 182,991	\$ -	\$ 102,794	\$ 80,197	56.17%
GENERAL	104,385	8,066	65,532	38,853	62.78%
TRANSFERS TO OTHER FUNDS	7,119,256	593,271	4,746,171	2,373,085	66.67%
TOTAL NON-DEPARTMENTAL	<u>\$ 7,406,632</u>	<u>\$ 601,337</u>	<u>\$ 4,914,497</u>	<u>\$ 2,492,135</u>	66.35%
TOTAL EXPENSES	<u>\$ 20,158,794</u>	<u>\$ 1,542,545</u>	<u>\$ 11,066,099</u>	<u>\$ 9,092,695</u>	54.89%
NET CHANGE IN FUND BALANCE	\$ (1,314,700)	\$ 56,077	\$ 1,199,670		

(a) Majority of budgeted revenue is for Brazos River Authority annual refund received at year-end

(b) Enclave lift stations repairs are pending and budgeted out of this account

(c) Expenditures pending for dump truck and backhoe

CITY OF HUTTO
UTILITY FUNDS
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH ENDED MAY 31, 2024

	CURRENT BUDGET	CURRENT MONTH	FISCAL YTD	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT OF BUDGET
UTILITY DEBT SERVICE					
REVENUES	\$ 10,733,969	\$ 912,819	\$ 7,306,607	\$ (3,427,362)	68.07%
EXPENSES	6,967,747	588,320	5,757,010	1,210,737	82.62%
NET CHANGE	<u>\$ 3,766,222</u>	<u>\$ 324,499</u>	<u>\$ 1,549,597</u>	<u>\$ (2,216,625)</u>	
UTILITY IMPACT FEES FUND					
REVENUES	\$ 9,900,000	\$ 1,243,901	\$ 7,274,572	\$ (2,625,428)	73.48%
EXPENSES	3,585,090	290,424	2,323,393	1,261,697	64.81%
NET CHANGE	<u>\$ 6,314,910</u>	<u>\$ 953,477</u>	<u>\$ 4,951,179</u>	<u>\$ (1,363,731)</u>	
UTILITY CIP FUNDS					
REVENUES	\$ 34,668,257	\$ 122,109	\$ 1,316,452	\$ (33,351,805)	3.80%
EXPENSES	170,881,408	2,650,208	20,589,996	150,291,412	12.05%
NET CHANGE	<u>\$ (136,213,151)</u>	<u>\$ (2,528,099)</u>	<u>\$ (19,273,544)</u>	<u>\$ 116,939,607</u>	
SOLID WASTE FUND					
REVENUES	\$ 3,043,745	\$ 241,389	\$ 2,028,658	\$ (1,015,087)	66.65%
EXPENSES	3,043,745	205,000	1,417,359	1,626,386	46.57%
	<u>\$ -</u>	<u>\$ 36,389</u>	<u>\$ 611,299</u>	<u>\$ 611,299</u>	



City of Hutto, TX

Balance Sheet

Account Summary

As Of 05/31/2024

Account	Name	Balance
Fund: 76 - Cottonwood Development Corp (Sports Health)		
Assets		
76-1000	Claim on Cash	-14,889.06
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
76-1251	Interest Receivable	0.00
76-1310	Due From Fund General Fund	0.00
Total Assets:		-14,889.06
		-14,889.06
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	-1,374.54
Total Beginning Equity:		-1,374.54
Total Revenue		0.00
Total Expense		13,514.52
Revenues Over/Under Expenses		-13,514.52
Total Equity and Current Surplus (Deficit):		-14,889.06
Total Liabilities, Equity and Current Surplus (Deficit):		-14,889.06



City of Hutto, TX

Income Statement Account Summary

For Fiscal: 2023-2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 76 - Cottonwood Development Corp (Sports Health)						
Expense						
76-100-000-6401	Attorney Svcs	500,000.00	500,000.00	0.00	13,514.52	486,485.48
Expense Total:		500,000.00	500,000.00	0.00	13,514.52	486,485.48
Fund: 76 - Cottonwood Development Corp (Sports Health) Total:		500,000.00	500,000.00	0.00	13,514.52	
Total Surplus (Deficit):		-500,000.00	-500,000.00	0.00	-13,514.52	

City of Hutto
Breakdown of Development Services Revenue
FY 2024

GL Account	Description	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	March 24	April 24	May 24	Total	Budget	% of Budget Collected
10-5101	Planning/Zoning Fees	10,001	19,771	2,875	600	(850)	700	26,930	14,956	74,983	200,000	37.5%
10-5102	Engineering/ROW Fees	5,308	17,316	28,365	21,393	26,918	477,208	429,881	378,685	1,385,074	1,207,500	114.7%
10-5121	Building Permit Fees	113,112	209,763	102,068	472,937	49,995	144,478	157,848	450,027	1,700,228	2,000,000	85.0%
10-5122	Building Inspection Fees	15,680	80,115	26,685	44,570	50,980	59,865	36,685	32,430	347,010	605,000	57.4%
10-5123	Site Plan Review Fees	682	2,753	6,659	2,453	3,108	16,287	48,667	19,991	100,600	115,000	87.5%
10-5132	Technology Fee	1,414	4,061	1,549	3,877	931	2,019	1,430	3,163	18,444	30,000	61.5%
40-5103	Parkland Dedication Fee	0	88,000	0	0	0	50	10,168	0	98,218	700,000	14.0%
42-5106	Traffic Impact Fee	262,087	257,091	103,999	76,000	9,354	400,208	470,910	1,095,382	2,675,031	2,250,000	118.9%
50-5113	Water Connection Fee	8,250	10,300	3,000	4,700	1,200	7,000	5,600	31,100	71,150	230,000	30.9%
50-5114	WW Connection Fee	3,900	4,500	1,500	2,100	900	2,100	900	13,500	29,400	120,300	24.4%
52-5111	Water Impact Fee	199,008	159,398	2,114,381	59,247	107,208	441,596	139,028	657,862	3,877,728	6,500,000	59.7%
52-5112	WW Impact Fee	279,534	249,914	822,915	101,009	3,596	253,047	75,325	493,471	2,278,811	3,400,000	67.0%
		898,976	1,102,982	3,213,996	788,886	253,340	1,804,558	1,403,372	3,190,567	12,656,677	17,357,800	72.9%



FY 2024 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes
November	Water Lease Payments	50-040-058-6454	185,000.00	26,000.00	211,000.00	To adjust the water lease payment budget for Heart of Texas
November	Water Reservation	50-040-058-6458	2,157,940.00	(26,000.00)	2,131,940.00	well payment estimates
December	Williamson County Appraisal	10-020-001-6443	102,966.00	19,412.00	122,378.00	Quarterly appraisal fees for FY 2024 are higher than
December	Professional Services	10-020-001-6405	116,900.00	(19,412.00)	97,488.00	anticipated
December	Furniture and Office Equipment	50-020-010-6211	500.00	10,000.00	10,500.00	Transfer funds to cover additional AMI equipment to
December	Software Licensing & Maintenance	50-020-010-6412	192,000.00	(42,000.00)	150,000.00	reach northeast side of town for meter reads, as well
December	Other Contracted Services	50-020-010-6499	14,000.00	32,000.00	46,000.00	as transfer funds for replacement of laptop with tufbook
January	Professional Services	50-040-058-6405	-	125,000.00	125,000.00	Transfer for Garver contract
January	Wastewater Pumps, Motors & Control Maint	50-040-058-6315	400,000.00	(125,000.00)	275,000.00	Transfer for Garver contract
January	Vehicles	50-040-058-6602	60,000.00	30,211.12	90,211.12	Transfer additional funds for 2 Tacoma purchases
January	Capital Outlay - Valve Trailer	50-040-058-6664	50,000.00	(30,211.12)	19,788.88	Transfer additional funds for 2 Tacoma purchases
February	Salaries	10-010-006-6001	334,294.37	(23,833.00)	310,461.37	Amendment approved by Council- transfer funds to cover
February	Salaries	10-040-060-6001	766,315.80	(23,833.00)	742,482.80	police department salaries
February	Salaries	10-050-001-6001	4,955,851.02	87,826.00	5,043,677.02	
February	Longevity	10-050-001-6021	26,400.00	(5,160.00)	21,240.00	
February	Ammunition and Firearms	10-050-001-6291	55,000.00	(5,000.00)	50,000.00	
February	Training and Development	10-050-001-6502	95,000.00	(30,000.00)	65,000.00	
February	Advertising / Legal Notices	10-060-003-6402	32,000.00	(5,000.00)	27,000.00	Transfer funds to cover City secretary software
February	Software Licensing & Maintenance	10-060-003-6412	51,500.00	6,200.00	57,700.00	
February	Recording Fees	10-060-003-6506	4,500.00	(1,200.00)	3,300.00	
February	Planning, Design and Professional Services	40-060-131-6611	-	1,247,771.00	1,247,771.00	Amendment approved by Council - Fritz Park contract
March	Special Events	10-060-025-6204	317,000.00	(35,000.00)	282,000.00	Transfer for Eproval software
March	Software Licensing & Maintenance Fee	10-060-025-6214	-	35,000.00	35,000.00	
March	Contribution for City	35-5925	-	13,612,000.00	13,612,000.00	City Council Approved Budget Amendment as voted on by the
March	Performance Grants	35-500-008-6556	1,495,937.00	(595,937.00)	900,000.00	HEDC Board to incorporate the Spine Road Construction Project
March	Sponsorship/Community Outreach	35-500-008-6558	50,000.00	1,250.00	51,250.00	as a net zero expense by reclassing and changing loan payments
March	Capital Outlay	35-500-008-6650	-	13,612,000.00	13,612,000.00	amounts as a result of expected land sale.
March	EDC Debt Interest Payment	35-500-008-6802	870,770.00	(525,063.00)	345,707.00	
March	Loan Principal Payment	35-500-008-6806	-	10,518,126.00	10,518,126.00	
March	Loan Interest Payment	35-500-008-6807	-	525,063.00	525,063.00	
March	Interest Earned	42-5041	15,000.00	42,550.00	57,550.00	To adjust Interest Earned to 12/31/23 actuals
March	Transportation Improvement CIP Expenses	42-040-060-6709	2,553,100.00	41,000.00	2,594,100.00	Amendment approved by Council - FM 3349 Bridge Beautification
March	Lease and Rental Svcs	50-040-058-6408	75,000.00	40,000.00	115,000.00	Transfer to lease Utility Vehicles
March	Water Reservation	50-040-058-6458	2,157,940.00	(40,000.00)	2,117,940.00	
April	Ad Valorem Taxes	10-5001	13,172,230.63	627,769.00	13,799,999.63	Increase based on actual collections/levied taxes
April	Property Tax Rebates	10-5004	(1,420,131.80)	(312,349.00)	(1,732,480.80)	Increase based on current analysis and data from County (Mezz agreement)
April	City Sales Tax	10-5005	7,849,753.05	(397,980.00)	7,451,773.05	Decrease based on trending collections to-date
April	1/2 Sales Tax 1/2 Prop Tax Reduction	10-5006	3,924,876.52	(196,020.00)	3,728,856.52	Decrease based on trending collections to-date
April	Sales Tax Rebates	10-5007	(632,002.15)	(150,000.00)	(782,002.15)	Increase based on estimated payments for HEB, Mezz, Academy
April	Interest Earned	10-5041	500,000.00	275,000.00	775,000.00	Increase based on collections to date; 62% of current budget collected through February
April	Grant Revenue	10-5067	20,000.00	18,171.00	38,171.00	Increase for amount of grant revenue already received (Winter Storm Mara)
April	Building Permit Fees	10-5121	2,000,000.00	500,000.00	2,500,000.00	Based on current collections and trends in the second half of the fiscal year
April	General Fines Collection	10-5301	350,000.00	70,000.00	420,000.00	\$175k collected through February. Projected 12 months is \$420k
April	Interlocal Agency Revenue	10-5311	10,400.00	250,000.00	260,400.00	TxDot Cost Share for 1660 project completed in previous years
April	Membership Dues & Subscriptions	10-010-001-6507	5,520.00	491.00	6,011.00	Increase for Atmos and Oncor steering committee
April	Boards and Commissions	10-010-002-6481	5,000.00	10,000.00	15,000.00	Increase for Diversity and Inclusion training
April	Attorney Services	10-010-003-6401	445,000.00	355,000.00	800,000.00	Increase based on current-year trends
April	Professional Services	10-030-021-6405	825,000.00	400,000.00	1,225,000.00	\$650k remained for UDC rewrite, only \$150k was budgeted
April	Capital Outlay - Streets and Drainage	10-040-060-6650	-	168,000.00	168,000.00	Prewitt easement payment not budgeted for (ROW for 1660 sidewalks)
April	Police Salaries & Overtime	10-050-001-6001	5,164,209.00	50,000.00	5,214,209.00	Increase based on current-year trends
April	Election Services	10-060-003-6431	30,000.00	20,000.00	50,000.00	Increase for election services estimate
April	Computer Equipment/Software	10-060-030-6605	150,000.00	560.00	150,560.00	Increase for network upgrade coming in over budget
April	Loss on Damaged Fleet	10-100-000-6554	-	12,364.00	12,364.00	Loss on totaled leased vehicle
April	Transfer to Fund 60	10-100-000-6760	-	421,875.00	421,875.00	Move Legends of Hutto drainage, Lakeside Estates budget to fund 60
April	Council Salaries	10-010-002-6001	69,600.00	(200,000.00)	(130,400.00)	Salary savings for Diversity and Inclusion training
April	Williamson County Appraisal Fees	10-020-001-6443	122,378.00	(280,000.00)	(157,622.00)	Move I&S portion of WCAD fees to debt service fund
April	Capital Outlay - Streets and Drainage	10-040-060-6650	171,875.00	(360,000.00)	(188,125.00)	Move Legends of Hutto budget to fund 60
April	Capital Outlay - Sidewalks	10-040-060-6655	250,000.00	(440,000.00)	(190,000.00)	Move Lakeside Estates budget to fund 60
April	Machinery & Equipment	10-050-001-6603	199,428.14	(125,000.00)	74,428.14	\$125,000 budgeted on body worn cameras. Quote is \$103,824
April	Special Events	10-060-025-6204	282,000.00	(520,000.00)	(238,000.00)	Savings on events that have already occurred
April	Facilities - Building Repair	10-090-051-6301	497,000.00	(200,000.00)	297,000.00	Delay court windows, parks facility improvements
April	Economic & Convention Salaries	10-010-006-6001	334,294.00	(125,500.00)	208,794.00	Hiring delays and attrition
April	Finance Salaries	10-020-001-6001	898,270.55	(85,900.00)	812,370.55	Hiring delays and attrition
April	Planning & GIS Salaries	10-030-021-6410	977,376.88	(54,300.00)	923,076.88	Hiring delays and attrition
April	Engineering Salaries	10-040-023-6001	508,307.00	(28,700.00)	479,607.00	Hiring delays and attrition
April	Construction Inspection Salaries	10-040-059-6001	331,344.00	(25,100.00)	306,244.00	Hiring delays and attrition
April	Streets & Drainage Salaries	10-040-060-6001	766,315.80	(203,400.00)	562,915.80	Hiring delays and attrition
April	Communications Salaries	10-060-007-6001	364,835.00	(35,400.00)	329,435.00	Hiring delays and attrition
April	Information Technology Salaries	10-060-030-6001	310,074.00	(18,726.00)	291,348.00	Hiring delays and attrition
April	Library Salaries	10-060-020-6001	366,589.00	(13,300.00)	353,289.00	Hiring delays and attrition
April	Emergency Management Salaries	10-080-001-6001	204,484.00	(24,507.00)	179,977.00	Hiring delays and attrition
April	Parks & Recreation Salaries	10-090-039-6001	746,735.00	(30,200.00)	716,535.00	Hiring delays and attrition
April	Fleet Maintenance Salaries	10-090-050-6001	137,295.00	(14,700.00)	122,595.00	Hiring delays and attrition
April	Williamson County Appraisal Fees	11-020-001-6443	-	38,745.00	38,745.00	Move I&S portion of WCAD fees from general fund



FY 2024 BUDGET TRANSFERS YTD

Month of Occurrence		Account	Current Budget	Approved Transfer	Revised Budget	Notes
November	Water Lease Payments	50-040-058-6454	185,000.00	26,000.00	211,000.00	To adjust the water lease payment budget for Heart of Texas
April	Grant Revenue	18-5067	2,300.00	6,382.00	8,682.00	Increase based on actual revenues
April	Training and Development	18-050-001-6502	16,000.00	2,784.00	18,784.00	Increase Based on actual Expenditures
April	Streets and Drainage CIP Expenses	41-040-060-6708	1,750,000.00	1,333,200.00	3,083,200.00	CR 137 Repairs Reimbursement (333,200), Veterans Memorial (500,000), YMCA (500,000) to be paid out of Durango Farms community benefit fees
April	Interest Earned	42-5041	15,000.00	78,450.00	93,450.00	Actually interest earned through February is higher than budgeted due to favorable interest rates
April	Transportation Improvement CIP Expenses	42-040-060-6709	2,553,100.00	14,000.00	2,567,100.00	Increase in expense for beautification lighting
April	Interest Earned	50-5041	121,435.69	460,000.00	581,435.69	Actual interest earned through February is higher than budgeted due to favorable interest rates
April	Bank and Finance Charges	50-020-010-6505	407,269.00	280,000.00	687,269.00	Increase due to higher charges imposed by financial software
April	Wastewater Pumps, Motors & Control Maint.	50-040-058-6315	400,000.00	433,102.00	833,102.00	Increase based on Enclave Lift Station repairs
April	Software Licensing & Maintenance Fee	50-040-058-6412	15,000.00	22,000.00	37,000.00	Increase for payment due on work-order system
April	Jonah CCN Transfer Agreement	50-040-058-6453	-	417,400.00	417,400.00	Per finalized CCN transfer agreement based on the number of accounts
April	Attorney Services	50-100-000-6401	90,000.00	92,991.00	182,991.00	Increase for projected expenditures
April	Water Pump, Motors & Control Maint.	50-040-058-6313	200,000.00	(25,000.00)	175,000.00	Based on anticipated maintenance and cleaning
April	Utilities Facilities Maintenance	50-040-058-6314	220,000.00	(110,000.00)	110,000.00	Based on anticipated maintenance and cleaning
April	Water Reservation	50-040-058-6458	2,091,940.00	(370,000.00)	1,721,940.00	Excess over and above the EPCOR and Recharge required payments
April	Salaries	50-040-058-6001	1,271,586.00	(407,600.00)	863,986.00	Hiring delays and attrition
April	Transfer from General Fund	60-5810	-	421,875.00	421,875.00	Move funding for CIP projects originally out of general fund
April	Capital Outlay - Streets and Drainage	60-040-060-6650	-	171,875.00	171,875.00	Move budget for Legends of Hutto drainage project
April	Capital Outlay - Sidewalks	60-040-060-6655	-	250,000.00	250,000.00	Move budget for Lakeside Estates sidewalks
April	Attorney Services	74-100-000-6401	1,000.00	1,000.00	2,000.00	Increase for projected expenditures (paid by assessments)
April	Attorney Services	83-100-000-6401	1,000.00	3,000.00	4,000.00	Increase for projected expenditures (paid by assessments)
April	Attorney Services	85-020-001-6401	1,000.00	2,000.00	3,000.00	Increase for projected expenditures (paid by assessments)
May	Technology Equipment & Supplies	10-030-021-6212	-	15,000.00	15,000.00	Increased to update aged laptop computers for staff
May	Professional Services	10-030-021-6405	825,000.00	(15,000.00)	810,000.00	Decrease based on trending expenses to date
May	Software Licensing & Maintenance Fee	10-060-007-6412	61,759.00	3,000.00	64,759.00	Increased to cover Granicus Oneview Software
May	Professional Services	10-060-007-6405	54,000.00	(3,000.00)	51,000.00	Decreased to cover Granicus Oneview Software

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

Purchase Orders > \$50,000

	Number	Issue Date	Vendor Name	Description	Account Number	Amount	Amount Spent to Date	Remaining PO Amount	Budget Amount
Blanket	24-0015	10/20/2023	City of Taylor	Taylor Water	50-040-058-6451	540,000	307,281	232,719	540,000
Blanket	24-0016	10/26/2023	Motorola Solutions Inc.	Purchase of distributed antenna system	10-090-051-6301	174,509	174,509	-	497,000
Blanket	24-0017	10/20/2023	Manville Water Supply Corp.	Manville Water	50-040-058-6452	600,000	340,705	259,295	600,000
City Council	24-0022	10/19/2023	UNITY CONTRACTOR SERVICES, INC	Unity 6 Month contract	10-040-060-6403	146,865	96,549	50,316	480,000
City Council	24-0026	11/01/2023	Archer Western Construction	CMAR Procurement	58-040-058-6676	1,175,133	820,986	354,147	90,000,000
City Council	24-0028	11/03/2023	UNITY CONTRACTOR SERVICES, INC	6 month mowing contract	10-090-039-6405	59,236	59,236	-	266,250
City Council	24-0029	10/30/2023	Houston Freightliner, Inc.	Purchase of Asphalt Patch Truck	10-040-060-6603	280,201	-	280,201	674,950
City Council	24-0032	11/07/2023	Cobb Fendley & Associates Inc.	CR 199 Reconstruction Project	41-040-060-6708	86,108	53,432	32,676	1,750,000
City Council	24-0040	10/24/2023	C.C Carlton Industries Ltd	Change order Shiloh/Noack Pump Station Improve	57-040-058-6678	7,753,734	1,710,741	6,042,993	5,500,000
City Council	24-0041	11/07/2023	Clark Condon	IPO Trails Master Plan Project	40-060-032-6681	65,000	44,223	20,777	1,752,500
City Council	24-0054	11/15/2023	Rileighs Outdoor, LLC	Christmas Tree	10-060-025-6204	65,465	65,465	-	317,000
City Council	24-0055	11/07/2023	Clark Condon	IPO Parks Master Plan Project	40-060-032-6681	144,950	59,347	85,603	1,752,500
City Council	24-0056	11/07/2023	Clark Condon	IPO Pickleball courts	40-060-032-6681	125,000	8,000	117,000	1,752,500
City Council	24-0057	11/07/2023	LJA Engineering Inc.	Downtown Elevated Storage Tank	58-040-058-6706	50,877	38,910	11,967	1,300,000
City Council	24-0058	11/07/2023	K Friese & Associates	IPO Exchange BLVD	12-040-060-6721	877,032	-	877,032	1,100,000
Blanket	24-0059	10/30/2023	SHI-Government Solutions	Microsoft EA Licensing (DIR Pricing)	10-060-030-6412	62,845	60,683	2,162	369,713
City Council	24-0220	10/24/2023	Kimley-Horn and Associates Inc	Water /Wastewater Impact Fees Project	50-040-001-6404	132,000	45,468	86,532	152,000
City Council	24-0065	11/13/2023	WSB LLC	Legends of Hutto Drainage Ditches Project	10-040-060-6650	134,000	14,843	119,157	171,875
Blanket	24-0066	11/14/2023	Verizon Wireless	Verizon Wireless Services	10-060-030-6412	103,600	77,631	25,969	261,600
City Council	24-0067	11/07/2023	Freese and Nichols, Inc.	IPO CR 199 Reconstruction Project	41-040-058-6708	831,016	163,781	667,235	1,750,000
City Council	24-0068	11/13/2023	Johnson, Mirmiran & Thompson, Inc	IPO Innovation@Limmer Loop Project Traffic Signal	42-040-060-6709	123,851	75,530	48,321	2,553,100
City Council	24-0070	10/24/2023	K Friese & Associates	Drainage Master Plan update	10-040-060-6405	250,000	22,928	227,072	250,000
Blanket	24-0071	11/16/2023	HAWKINS INC	Chemical Company	50-040-058-6232	90,000	33,576	56,424	200,000
City Council	24-0078	11/20/2023	Texan Waste Equipment Inc.	Street Sweeper	10-040-060-6603	305,700	305,700	-	674,950
Blanket	24-0082	11/07/2023	Al Clawson Inc.	Solid Waste Residential	70-080-010-6461	2,543,745	1,625,698	918,047	2,543,745
City Council	24-0083	11/07/2023	Cobb Fendley & Associates Inc.	Exchange Blvd Survey and Utility Eng.	12-040-060-6721	134,038	80,578	53,460	1,100,000
City Council	24-0085	11/07/2023	Freese and Nichols, Inc.	IPO Mobility Master Plan update	42-040-023-6405	180,000	83,118	96,882	291,500
Blanket	24-0087	11/16/2023	Brenntag Southwest Inc.	Aquamine Chemicals	50-040-058-6232	70,000	66,160	3,840	200,000
City Council	24-0096	11/13/2023	Surveying And Mapping, LLC	Survey services on CR 199 Reconstruction	41-040-060-6708	99,887	31,611	68,276	1,750,000
City Council	24-0100	12/05/2023	DCS Engineering	Glenwood Interceptor Change Order	57-040-058-6667	196,320	-	196,320	2,253,106
Blanket	24-0103	12/05/2023	Ferguson Enterprises	Water Systems	50-020-010-6216	140,000	63,348	76,652	162,750
City Council	24-0104	12/05/2023	TransSystems Corporation	IPO Exchange Blvd @ Limmer Loop	12-040-060-6720	283,626	259,721	23,905	1,100,000
Blanket	24-0111	01/10/2024	Recharge Water, LP	Well Water Blanket PO	50-040-058-6454	85,105	44,089	41,016	211,000
Council	24-0113	01/10/2024	Musco Sports Lighting	Athletic Field Lighting	40-060-032-6681	299,300	-	299,300	1,752,500
Council	24-0114	01/10/2024	TransSystems Corporation	Lakeside Estates Sidewalks Phase IIII	10-040-060-6320	128,184	75,198	52,986	325,000
Blanket	24-0116	01/10/2024	Republic Meter	AMI System Equipment/Endpoints	50-020-010-6207	70,000	49,846	20,154	78,750
Blanket	24-0119	01/11/2024	Brazos River Authority	Wastewater Blanket PO	50-040-058-6456	2,155,796	1,288,729	867,067	2,339,900
City Council	24-0121	01/11/2024	Silsbee Toyota	Two Toyota Tacoma Double Cab 4x4	50-040-058-6602	77,204	77,204	-	90,211
City Council	24-0127	01/26/2024	CP&Y Inc	IPO Design SE Loop WW Interceptor	65-040-058-6784	1,872,692	367,245	1,505,447	12,455,628
Blanket	24-0128	01/29/2024	Recharge Water, LP	Water Reservation	50-040-058-6458	896,500	6,547	889,953	211,000
City Council	24-0130	01/31/2024	WSB LLC	Ed Schmidt Improvements	41-040-060-6708	346,500	112,486	234,014	1,750,000
City Council	24-0132	02/07/2024	Lone Star Site Network	Lakeside Estates Sidewalks Phase II	42-040-060-6709	600,022	595,381	4,641	2,553,100
City Council	24-0133	02/09/2024	Freese and Nichols, Inc.	Traffic Impact Fee Study	42-040-023-6405	110,000	27,260	82,740	291,500
City Council	24-0137	02/12/2024	Cobb Fendley & Associates Inc.	New Elevated Storage Tank	58-040-058-6709	1,021,474	30,964	990,510	3,216,500
City Council	24-0144	02/20/2024	DCS Engineering	Smartball testing, pressure, iron removal	58-040-058-6705	643,860	146,988	496,872	1,000,000
City Council	24-0145	02/20/2024	Williamson County and Cities Health	Outside Agency Funding (ILA)	10-010-002-6606	86,139	64,604	21,535	86,139
City Council	24-0146	02/20/2024	Joe Bland Construction	FM 1660 North @ Limmer Loop	10-010-002-6607	7,691,394	1,267,720	6,423,674	7,567,797
City Council	24-0154	02/22/2024	Freit Data Solutions, Inc	Network Refresh at PD	10-060-030-6605	150,560	150,560	-	191,175
Blanket	24-0157	02/23/2024	Eileen Merritt, Inc	3rd Party Inspections	10-030-021-6405	581,935	87,510	494,425	825,000
City Council	24-0158	02/23/2024	Studio 16:19 LLC	Emory Farms Arch	42-040-060-6709	109,775	38,483	71,292	2,553,100
City Council	24-0166	02/23/2024	K Friese & Associates	Megasite Wastewater	57-040-058-6672	271,100	85,244	185,856	3,497,421
City Council	24-0167	02/23/2024	Bluebonnet	Shiloh Pump Station	57-040-058-6678	101,459	101,459	-	5,500,000
City Council	24-0168	02/23/2024	Texas State Technical College	TSTC Agreement	57-040-058-6679	200,000	200,000	-	200,000
City Council	24-0175	02/29/2024	Thornton Thomasetti	Brooklands Construction Defect	10-040-023-6405	66,586	45,485	21,101	125,000
City Council	24-0181	03/11/2024	Joe Bland Construction	Emergency Repairs CR 137	10-040-060-6321	333,200	333,200	-	-
City Council	24-0183	03/11/2024	Hutto Economic Development	EDC East-West Spine Road	14-040-060-6650	12,346,999	3,920,118	8,426,881	12,000,000
City Council	24-0183	03/11/2024	Hutto Economic Development	EDC East-West Spine Road	12-040-060-6650	634,742	-	634,742	2,250,724
Blanket	24-0185	03/13/2024	Data Prose LLC	Utility Billing Printing and Mailing	50-020-010-6504	42,000	32,194	9,806	42,617
Blanket	24-0185	03/13/2024	Data Prose LLC	Utility Billing Printing and Mailing	50-020-010-6499	20,000	10,684	9,316	46,000
Blanket	24-0187	03/13/2024	The Chapman Firm PLLC	Brooklands Construction Defect legal Services	10-010-003-6401	64,570	49,565	15,005	445,000
City Council	24-0188	03/13/2024	Asphalt Inc., LLC	Hot-Mix Asphalt	10-040-060-6321	224,000	41,607	182,393	1,200,000
City Council	24-0195	03/21/2024	Freese and Nichols, Inc.	Const PH/Design Jonah SUD	57-040-058-6680	129,686	-	129,686	3,408,017
City Council	24-0196	03/21/2024	Pritchard Industries southwest, LLC	Janitorial Services	10-090-051-6409	64,850	26,800	38,050	85,050
City Council	24-0197	03/22/2024	HNTB Corporation	Construction Phase Services FM 1660 at Limmer Loop	12-040-060-6569	206,356	54,323	152,033	7,567,797
City Council	24-0197	03/23/2024	HNTB Corporation	Construction Phase Services FM 1660 at US 79	12-040-060-6662	156,681	-	156,681	3,181,600
Blanket	24-0198	03/26/2024	Mathews and Freeland, LLP	Legal Services related to water and Jonah	50-100-000-6401	59,000	32,890	26,110	90,000
Blanket	24-0199	03/28/2024	Williamson Central Appraisal District	FY 24 WCAD appraisal fees	10-020-001-6443	122,378	91,784	30,594	122,378
City Council	24-0202	04/04/2024	Dig Dug Construction LLC	Sidewalk Repairs - Hutto Parke Subdivision	10-040-060-6320	144,263	-	144,263	325,000
Blanket	24-0205	04/08/2024	Hyde Kelley	Blanket Legal Fees	Multiple	110,353	22,702	87,651	Multiple
City Council	24-0208	04/09/2024	Spieess Construction Co, Inc	Megasite Phase 1	Multiple	9,767,050	3,526,360	6,240,690	Multiple
City Council	24-0209	04/11/2024	RDO Trust	John Doe Backhoe	50-040-058-6665	169,816	-	169,816	307,969
City Council	24-0214	04/22/2024	Holbrook Asphalt	HA5 Treatment for Asphalt Pavement	10-040-060-6321	499,500	501,506	(2,006)	1,200,000
City Council	24-0221	04/25/2024	Sunland Group, Inc	Public Works Facility	50-040-058-6407	149,693	29,882	119,811	-
City Council	24-0222	04/25/2024	B D Holt Co	Truck Loader and Mulcher	50-040-058-6665	138,070	138,070	-	307,969
City Council	24-0222	04/25/2024	B D Holt Co	Truck Loader and Mulcher	10-040-060-6603	42,898	42,898	-	674,950
Blanket	24-0225	04/30/2024	Tyler Technologies	Utility Billing Transaction Fees	50-020-010-6505	180,000	86,680	93,320	687,269
Blanket	24-0227	04/30/2024	Unity Contactors	Remaining Mowing Contract	10-090-039-6405	98,727	-	98,727	266,250
City Council	24-0229	05/03/2024	Williamson County/County Auditor	FY 24 Dispatch Service Fees	10-050-001-6413	332,537	332,537	-	403,000
City Council	24-0235	05/08/2024	Hutto Resource Center	Outside Agency Funding	10-010-002-6561	68,000	34,000	34,000	187,000
Blanket	24-0250	05/23/2024	Jonah SUD	Jonah CCN Water Transfer	50-040-058-6453	417,000	142,420	274,580	417,400

Total 61,095,155 20,594,023 40,501,132 205,096,350

Authorized and Unissued General Obligation Debt

Purpose	Date Authorized	Amount Authorized	Amount Issued	In Progress	Remaining Unissued
Sewer	3/18/1972	25,000	12,000		13,000
Road	11/6/2018	70,000,000	53,500,000	16,500,000	-
Public Safety Communication System	11/6/2018	5,000,000	-		5,000,000
Parks and Recreation	11/6/2018	50,000,000	19,660,000		30,340,000
Total		\$ 125,025,000	\$ 73,172,000	\$ 16,500,000	\$ 35,353,000

Schedule provided pursuant to the City's fiscal and budgetary policy adopted in September of 2023

Capital Improvement Plan Summary



	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Transportation and Drainage	\$15,716,666	\$41,231,568	\$10,041,250	\$1,574,875	\$90,720,201	\$159,284,560
Parks and Recreation	\$0	\$12,879,106	\$0	\$0	\$0	\$12,879,106
Facilities	<u>\$0</u>	<u>\$1,025,000</u>	<u>\$0</u>	<u>\$455,496</u>	<u>\$72,150,000</u>	<u>\$73,630,496</u>
Total Governmental	\$15,716,666	\$55,135,674	\$10,041,250	\$2,030,371	\$162,870,201	\$245,794,162

	PRIOR YEARS	FY 2024	FY 2025	FY 2026	FUTURE	Total
Wastewater	\$7,104,854	\$166,652,437	\$140,339,670	\$5,127,078	\$14,395,684	\$333,619,723
Water	<u>\$12,798,561</u>	<u>\$53,699,441</u>	<u>\$10,300,000</u>	<u>\$7,049,500</u>	<u>\$2,596,000</u>	<u>\$86,443,502</u>
Total Utility	\$19,903,415	\$220,351,878	\$150,639,670	\$12,176,578	\$16,991,684	\$420,063,225

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
2023 General Obligation Bonds (E/W Spine Road)	12,000,000.00
2023A General Obligation Bonds (Fritz Park)	<u>11,000,000.00</u>
Total	<u><u>\$118,628,733</u></u>

Hutto Project #	ACCOUNT	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Estimated Project Cost
T3-2023	12-040-060-6569	FM 1660 at Limmer Loop	13,062,345	\$9,345,359	7,897,907	1,340,084	1,447,452	6,557,823	\$0	\$0	\$1,777,562	\$11,122,921
T4-2023	12-040-060-6662	FM 1660 South at US 79		\$3,181,600	156,681	216,073	3,024,919	-	\$0	\$0	\$1,297,640	\$4,479,240
T5-2023	12-040-060-6652	CR 137 from FM 1660 to Brushy Creek	397,360	\$500,000	345,947	114,703	154,053	231,244	\$0	\$0	\$19,285,115	\$20,182,475
T6-2023	10-040-060-6650	Lakeside Estates Sidewalks	722,484	\$2,553,100	809,334	757,247	1,743,766	52,087	\$0	\$0	\$2,439,526	\$5,715,110
T7-2023	12-040-060-6653	CR 132 Overpass at US 79	323,932	\$3,885,810	603,988	350,303	3,281,822	253,685	\$0	\$0	\$49,547,346	\$53,757,088
T8-2023	12-040-060-6650	Megasite East - West Arterial Spine Road	623,707	\$14,250,724	13,604,394	3,160,711	646,330	10,443,683		\$0	\$4,325,569	\$19,200,000
T9-2023	10-040-060-6650	Live Oak Street Pavement Reconstruction	550,910	\$0	305,318	53,399	(305,318)	251,919	\$0	\$0	\$5,350,000	\$5,900,910
T10-2023	41-040-060-6708	Ed Schmidt - Safety and Operational Improvements	24,659	\$650,000	368,260	90,766	281,740	277,494	\$0	\$0	\$1,050,000	\$1,724,659
T11-2023	42-040-060-6709	Emory Farms Intersection	11,269	\$353,100	125,006	11,890	228,094	113,116	\$0	\$0	\$0	\$364,369
T13-2024	42-040-060-6709	Traffic Signal - Innovation at Limmer Loop	-	\$2,200,000	154,215	99,724	2,045,785	54,491	\$0	\$0	\$0	\$2,200,000
T14-2024	12-040-060-6720	Exchange Blvd and Limmer Loop(HISD Participation)	-	\$1,100,000	283,626	259,721	816,374	23,905	\$0	\$0	\$0	\$1,100,000
T15-2024	12-040-060-6721	Exchange Blvd Reconstruction	-	\$1,100,000	1,030,010	23,055	69,990	1,029,972	\$3,300,000	\$0	\$0	\$4,400,000
T19-2024	41-040-060-6708	CR 199 Reconstruction	-	\$1,100,000	1,092,142	316,147	7,858	775,995	\$5,720,000	\$0	\$0	\$6,820,000
D01-2024	10-040-060-6650	Legends of Hutto Drainage Channel Improvements	-	\$171,875	134,000	18,944	37,875	115,056	\$156,250	\$909,375	\$0	\$1,237,500
T01-REFY	41-040-060-6708	Sidewalk Maintenance		\$550,000	-	-	550,000	-	\$0	\$0	\$2,250,000	\$2,800,000
	42-040-023-6405	Mobility Master Plan	-	\$180,000	180,000	65,081	-	114,919	\$0	\$0	\$0	\$180,000
	42-040-023-6405	Traffic Impact Fee		\$110,000	110,000	27,260	-	82,740	\$0	\$0	\$0	\$110,000
T20	Unfunded	FM 3349 Overpass Aesthetic Upgrades		\$0	-	-	-	-	\$260,000	\$0	\$0	\$260,000
	Unfunded	Street Maintenance Plan		\$0	-	-	-	-	\$605,000	\$665,500	\$3,397,443	\$4,667,943
		Drainage Master Plan Update	-	\$0	-	-	-	-	\$0	\$350,000	\$0	\$350,000
		Transportation & Drainage Projects Subtotals:	15,716,666	\$41,231,568	\$27,200,828	\$6,905,108	\$14,030,740	\$20,378,129	\$10,041,250	\$1,574,875	\$90,720,201	\$159,284,560

Parks and Recreation Financials as of 05/31/2024



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
P02-2023	2023A GO Bonds	Fritz Park Improvements	-	11,000,000	1,557,858	784,958	9,442,142	772,900	-	-	-	\$11,000,000
P04-2024	Park Improvement Fund	Field Lighting	-	299,300	299,300	-	-	299,300	-	-	-	\$299,300
P05-2024	Park Improvement Fund	Trail Lighting	-	275,000	251,563	34,993	23,437	216,570	-	-	-	\$275,000
P06-2024	Park Improvement Fund	Veteran's Memorial	-	125,000	99,950	3,550	25,050	96,400	-	-	-	\$125,000
P08-2024	Park Improvement Fund	Trail Expansion from Cross Creek to Creekside	-	60,000	30,000	15,125	30,000	14,875	-	-	-	\$60,000
P09-2024	Park Improvement Fund	Trail Extension at Adam Orgain Park	-	75,000	21,000	500	54,000	20,500	-	-	-	\$75,000
P10-2024	Park Improvement Fund	Hutto Lake Park Dock Replacement	-	50,000	46,138	46,992	3,862	(854)	-	-	-	\$50,000
P11-2024	Park Improvement Fund	Replace Fencing at Fritz Tennis Courts	-	45,000	37,477	37,477	7,523	-	-	-	-	\$45,000
P12-2024	Park Improvement Fund	Security Cameras at multiple parks	-	40,000	6,238	6,167	33,762	71	-	-	-	\$40,000
P13-2024	Park Improvement Fund	ZapStand (AED) at Mager Fields	-	57,806	57,806	8,750	-	49,056	-	-	-	\$57,806
P16-2024	Park Improvement Fund	Brushy Creek Amphitheater Improvements	-	175,000	30,000	15,000	145,000	15,000	-	-	-	\$175,000
P18-2024	Park Improvement Fund	Pickleball Courts	-	165,000	125,000	8,000	40,000	117,000	-	-	-	\$165,000
P19-2024	Park Improvement Fund	Adam Orgain Restroom	-	165,000	56,177	48,978	108,823	7,199	-	-	-	\$165,000
	Park Improvement Fund	Parks Master Plan	-	150,000	144,950	59,347	5,050	85,603	-	-	-	\$150,000
	Park Improvement Fund	Trails Master Plan	-	65,000	65,000	44,223	-	20,777	-	-	-	\$65,000
	Park Improvement Fund	Athletic Fields Feasibility Plan	-	65,000	30,502	30,462	34,498	40	-	-	-	\$65,000
Parks and Rec Projects Subtotals:			-	12,879,106	2,858,959	1,144,522	10,020,147	1,714,437	-	-	-	12,879,106

Facilities Financials as of 05/31/2024



Hutto Project #	FUNDING	Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
F01	50-040-058-6407	New Public Works Facility	-	725,000	149,693	29,882	575,307	119,811	-	455,496	19,450,000	20,630,496
F02		Police Station/Justice Center	-	300,000							52,700,000	53,000,000
		Facilities Projects Subtotals:	-	1,025,000	149,693	29,882	575,307	119,811	-	455,496	72,150,000	73,630,496

Hutto Project #	FUNDING		Project	Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY 2025	FY 2026	FUTURE	Total Est. Project Costs
WW01-2023	2022 CO	57-040-058-6667	Glenwood LS Decommissioning, Construct 33" Interceptor, and Two New WWTP Lift Stations	159,456	\$2,253,106	\$790,062	\$546,166	\$1,463,044	\$243,896	\$7,031,618	\$1,897,678	\$2,253,106	\$13,594,964
WW02-2023	2022 CO	57-040-058-6668	South WWTP Capacity Rerate Study	47,229	\$0	\$0	\$243	\$0	-\$243	\$0	\$0	\$0	\$47,229
WW03-2023	2022 CO	57-040-058-6669	South WWTP UV System Upgrade	163,665	\$612,414	\$113,255	\$94,357	\$499,159	\$18,898	\$669,995	\$0	\$0	\$1,446,074
WW04-2023	2022 CO	57-040-058-6670	South WWTP Expansion from 2.3 to 6 MGD, PER, 30% Design	1,369,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,369,894
WW05-2023	2022 CO	57-040-058-6675	South WWTP Final Design and Bidding for expansion to 6 MGD	4,192,123	\$4,595,000	\$4,595,000	\$2,267,387	\$0	\$2,327,613	\$0	\$0	\$0	\$8,787,123
WW05-2024	2024 CO	58-040-058-6710	South WWTP Final Design and Bidding for expansion to 6 MGD	-	\$9,410,749	\$9,410,749	\$0	\$0	\$9,410,749	\$0	\$0	\$0	\$9,410,749
WW06-2023	2024 CO	58-040-058-6676	South WWTP Construction of 6 MGD expansion	-	\$90,000,000	\$1,175,133	\$820,986	\$88,824,867	\$354,147	\$90,000,000	\$0	\$0	\$180,000,000
WW07-2023	2022 CO	57-040-058-6672	Megasite Wastewater Lines	990,130	\$3,497,421	\$2,240,973	\$363,044	\$1,256,448	\$1,877,929	\$3,012,046	\$0	\$0	\$7,499,597
WW07-2024	2024 CO	58-040-058-6711	Megasite Wastewater Lines	-	\$8,715,853	\$0	\$0	\$8,715,853	\$0	\$0	\$0	\$0	\$8,715,853
WW09-2023	2022 CO	57-040-058-6674	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$600,079	\$0	\$0	\$600,079	\$0	\$600,079	\$1,636,760	\$1,636,760	\$4,473,678
WW09-2023	2023 CO	58-040-058-6712	Brushy Creek Interceptor Phase III (Cost Participation)	-	\$5,161,317	\$0	\$0	\$0	\$0	\$600,079	\$0	\$0	\$5,761,396
WW10-2022	2022 CO	57-040-058-6697	Southeast Loop Wastewater Interceptor	182,357	\$317,616	\$135,359	\$97,342	\$0	\$38,017	\$0	\$0	\$0	\$499,973
WW10-2023	2023 CO	58-040-058-6713	Southeast Loop Wastewater Interceptor	-	\$23,760,894	\$0	\$0	\$23,760,894	\$0	\$13,000,000	\$0	\$5,252,909	\$42,013,803
WW10-2024	ARPA	65-040-058-6784	Southeast Loop Wastewater Interceptor	-	\$12,455,268	\$2,007,988	\$434,996	\$10,447,280	\$1,572,992	\$13,000,000	\$0	\$5,252,909	\$30,708,177
WW14-2024	2024 CO	58-040-058-6704	SE Loop Forcemain Relocation	-	\$175,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,680
	2023 CO	58-040-058-6714	Megasite East-West Spine Road W, WW 7 Detention	-	\$0	\$0	\$0	\$0	\$0	\$3,710,000	\$0	\$0	\$3,710,000
Wastewater Projects Subtotals:				7,104,854	\$166,652,437	\$20,468,519	\$4,624,521	\$140,664,664	\$15,843,998	\$140,339,670	\$5,127,078	\$14,395,684	\$333,619,723

Hutto Project #	Funding	Account		Prior Years	FY2024 BUDGET	PO AMOUNT	FY 2024 ACTUAL EXP YTD	FY 2024 BUDGET REMAINING	Remaining Encumbrances	FY2025	FY2026	Future	Total Est. Project Costs
W01-2023	2022 CO	57-040-058-6678	Shiloh and Noack Pump Station Improvements	1,733,025	5,500,000	7,988,337	2,037,546	(2,488,337)	5,950,791	5,000,000	-	\$0	\$12,233,025
W02-2023	2022 CO	57-040-058-6677	Frameswitch Pump Station Improvements	10,123,155	13,787,500	10,462,326	6,435,966	3,325,174	4,026,360	-	-	\$121,500	\$24,032,155
W03-2023	2022 CO	57-040-058-6680	Hutto NW Transmission Water Lines	414,544	3,408,017	455,335	91,775	2,952,682	363,560	-	-	\$0	\$3,822,561
W03-2023	ARPA	65-040-058-6782	Hutto NW Transmission Water Lines	-	2,022,366	-	-	2,022,366	-	-	-	\$0	\$2,022,366
W04-2023	2022 CO	57-040-058-6682	Megasite - Phase 1 Waterlines (HI 79 42" Waterline 801PP)	505,384	5,062,994	4,830,451	1,978,445	232,543	2,852,006	-	-	\$0	\$5,568,378
W04-2024	2024 CO	58-040-058-6708	Megasite - Phase 1 Waterlines (HI 79 42" Waterline 801PP)		12,745,797	4,936,599	3,526,360	7,809,198	1,410,239	-	-	\$0	\$12,745,797
W06-2023	2022 CO	57-040-058-6687	FM 1660 16" & 20" Waterlines (801 PP) – Phase I	-	1,313,087	-	-	1,313,087	-	-	-	\$0	\$1,313,087
W07-2023	2024 CO	58-040-058-6709	New 2.0-MG 801' Elevated Storage Tank	22,453	3,216,500	1,021,474	30,964	2,195,026	990,510	5,300,000	5,300,000	725,000	\$14,563,953
W09-2023	2022 CO	57-040-058-6685	Water Master Plan	-	298,448	298,448	-	-	298,448	-	-	\$0	\$298,448
W12-2023	ARPA	65-040-023-6781	Water Distribution Lines (801PP) (DCS)	-	2,022,366	-	-	2,022,366	-	-	-	\$0	\$2,022,366
W13-2026	2022 CO	57-040-058-6690	CR 132 12" & 30" Waterline (801' PP) - Phase II	-	-	-	-	-	-	-	1,749,500	1,749,500	\$3,499,000
	ARPA	65-040-023-6698	Southeast Loop (FM 3349) Waterline County Project	-	2,022,366	-	-	2,022,366	-	-	-	\$0	\$2,022,366
W16-2024	2023 CO	58-040-058-6705	Smart Ball and Pressure Testing	-	1,000,000	643,860	146,988	356,140	496,872	-	-	\$0	\$1,000,000
W18-2024	2023 CO	58-040-058-6706	Downtown Elevated Tank Renovation	-	1,300,000	668,340	38,910	631,660	629,430	-	-	\$0	\$1,300,000
			Water Projects Subtotals:	\$12,798,561	\$53,699,441	\$31,305,170	\$14,286,954	\$22,394,271	\$17,018,216	\$10,300,000	\$7,049,500	\$2,596,000	\$86,443,502



City of Hutto

MINUTES

City Council Meeting
Thursday, June 6, 2024 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, Councilmember Evan Porterfield

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; Kate Moriarty, Management Analyst; Matt Rector, City Engineer; Cheney Gamboa, Director of Economic Development; Amanda Taylor, Assistant City Secretary; Alberta Barrett, Finance Director; Jeff White, Parks and Recreation Director; Sara Cervantes, Director of Real Estate Services, Rick Coronado, Public Works Director

3. INVOCATION – Claudia Loewenstein represented the Jewish Faith

4. PLEDGE OF ALLEGIANCE

5. PROCLAMATIONS

5.1 Pride Month Proclamation – *Accepted by members of Hutto PRIDE and the Diversity and Inclusion Commission*

5.2 Juneteenth Proclamation – *Accepted by members of the Diversity and Inclusion Commission*

6. CITY MANAGER COMMENTS

City Manager Earp provided updates on the following:

- New Hires Jayden Willis and Elbert Jenkins were recognized
- Promotions recognized were Calynn Duffey, Jeff Way, and David Amsler
- Sara Cervantes was recognized for receiving her Master's in Public Administration
- Movie in the Park, Barbie, June 7, 7pm at Adam Orgain Park
- Girls Night Out, June 14, 6:30 pm, Hutto Elementary
- July 4th event-American Rhapsody themed, Brushy Creek Amphitheatre
- City Hall will be closed for Juneteenth, Wednesday, June 19.
- Outside Agency Funding applications are due June 21st.

- Recognized the anniversary of the infamous invasion of Normandy beach, commonly known as D-day now.

7. PUBLIC COMMENTS

- Mike Fowler

At this time, Mayor Snyder requested pulling up items 10.2 and 10.3. There were no objections.

- 10.2 Consideration and possible action regarding Ordinance No. O-2024-033 authorizing the issuance of City of Hutto, Texas General Obligation Bonds, Series 2024; authorizing the levy of an Ad Valorem Tax in support of the bonds; awarding the sale of the bonds; approving an official statement, a bond purchase agreement, a paying agent/registrar agreement, and other agreement related to the sale and issuance of bonds, and ordaining other matters relating to the issuance of the bonds (Alberta Barrett)

A motion was made by Councilmember Kolar and seconded by Councilmember Thompson to approve Ordinance No. O-2024-033. The vote passed 4,2 (Snyder and Porterfield dissenting)

- 10.3 Consideration and possible action regarding Ordinance No. O-2024-034 authorizing the issuance of the City of Hutto, Texas Combination Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation Series 2024; levying an ad valorem tax and certain surplus revenues in support of the certificates; approving an official statement, a bond purchase agreement, a paying agent and registrar agreement and other agreements relating to the sale and issuance of the certificates; and ordaining other matters relating to the issuance of certificates (Alberta Barrett)

A motion was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2024-034. The vote passed 4,2 (Snyder and Porterfield dissenting)

At this time, Mayor Snyder requested to bring up the Consent Agenda. There were no objections. Items 13.4 and 13.12 were pulled from consent.

13. CONSENT AGENDA ITEMS

- 13.1 Consideration and possible action to approve Resolution No. R-2024-113 to award the Megasite Wastewater Pipeline Project to the lowest responsive bidder, JM Pipeline, in the amount of \$3,386,524.60 and authorizing the City Manager to execute the construction contract with JM Pipeline (CIP Project WW07-2023) (Matt Rector)

- 13.2 Consideration and possible action to approve Resolution No. R-2024-114 to award the Downtown Elevated Storage Tank Project to the lowest responsive bidder, Tankez Coatings, Inc., in the amount of \$598,000 and authorizing the City Manager to execute the construction contract with Tankez Coatings, Inc (CIP Project W18-2024) (Matt Rector)
- 13.3 Consideration and possible action to approve Resolution No. R-2024-115 to award the Cross Creek Trail Extension Project to the lowest responsive bidder, Wellcraft Builders, in the amount of \$175,744 and authorizing the City Manager to execute the construction contract with Wellcraft Builders (CIP Project P08-2024) (Matt Rector)
- 13.5 Consideration and possible action on Resolution No. R-2024-117 authorizing the City Manager to execute a task order with Arias in the amount of \$19,257.50 for construction materials testing related to the Megasite Wastewater Pipeline project (CIP WW07-2023) (Matt Rector)
- 13.6 Consideration and possible action on Resolution No. R-2024-118 authorizing the City Manager to execute a task order with Terracon in the amount of \$12,802 for construction materials testing related to the Cross Creek Trail Extension project (CIP P08-2024) (Matt Rector)
- 13.7 Consideration and possible action on Resolution No. R-2024-119 authorizing the City Manager to execute a task order with Raba Kistner in the amount of \$3,969.90 for construction materials testing related to the Downtown Elevated Storage Tank Rehabilitation project (CIP W18-2024) (Matt Rector)
- 13.8 Consideration and possible action on Resolution No. R-2024-120 to authorize the City Manager to execute Sidewalk Escrow Agreement for the Urbana Cottonwood development (Legal)
- 13.9 Consideration and possible action regarding Resolution No. R-2024-107 approving an Interlocal Agreement between Hutto Independent School District and the City of Hutto for improvements to the intersection of Exchange Boulevard and Limmer Loop; authorizing the City Manager to execute the agreement (Legal)
- 13.10 Consideration and possible action on Resolution No. R-2024-121 acknowledging the name change of the Young Men's Christian Association (Chief Yarbrough/Legal)
- 13.11 Consideration and possible action on approving the May 15, 2024 Special Called City Council meeting minutes, and May 16, 2024 City Council Work Session and Meeting minutes (Amanda Taylor)

A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to approve Consent Agenda Item Nos. 13.1, 13.2, 13.3, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10 and 13.11 as presented. The vote passed 6,0.

- 13.4 Consideration and possible action on Resolution R-2024-116 authorizing the City Manager to execute an agreement with Nextiva for the transition to a digital communication system in the amount of \$127,081.56 (David Reeves)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution No. R-2024-116. The vote passed 6,0.

- 13.12 Consideration and possible action on Ordinance No. O-2024-029 relating to amending the Hutto Code of Ordinances by repealing Article 1.05, "Municipal Court" of Chapter 1 and adopting and establishing Article 1.05. "Municipal Court of Record" and repealing Division 2, Judge to provide for the appointment of a Municipal Court Judge, Municipal Court Clerk, Municipal Court Procedures for the Municipal Court of Record and to add Division 4, Civil Action and Division 5, Alternative Enforcement (Second Reading) (Legal)

Item postponed to next meeting.

8. PRESENTATIONS

- 8.1 Unified Development Code Update – *Presented by Wilson Kerr from Freese and Nichols*
- 8.2 Drainage Master Plan Update – *Presented by Matt Rector and Andy Rooke from K. Frieese*
- 8.3 Capital Improvement Projects (CIP) Updates and Presentations – *Presented by Matt Rector*
- 8.4 Capital Improvement Projects 5-year Plan – *Presented by Matt Rector*

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.

Appointments:

No appointments were made.

- 9.2 Consideration and possible action appointing the Mayor Pro Tem pursuant to Hutto City Charter Section 3.05 (Legal)

*Councilmember Kolar re-nominated Mayor Pro Tem Gordon.
Mayor Snyder nominated Councilmember Kolar.
Mayor Snyder called the vote, and there were three votes for each nominee.
Mayor Snyder called the vote again, and again it was a tie.
A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to postpone the item until the June 20th meeting. The vote passed 4,2 (Thornton and Snyder dissenting)*

10. ORDINANCES

- 10.1 Consideration and possible action on Ordinance No. O-2024-032 updating credit card fees and amending the fee schedule (Alberta Barrett)

A motion was made by Councilmember Kolar and seconded by Councilmember Thornton to approve option C for Ordinance No. O-2024-032. Mayor Pro Tem Gordon asked to amend the motion to include a deadline of July 11th to have other options available for Council to vote on. The vote passed 6,0.

- 10.4 Consideration and possible action on Ordinance No. O-2024-035 amending the Hutto Code of Ordinances, Chapter 1. General Provisions, Article 1, Code of Ordinances, by adding Division 3, Ordinances, to provide for publication of ordinances (Legal)

A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to approve Ordinance No. O-2024-035. The vote passed 6,0.

11. RESOLUTIONS

- 11.1 Consideration and possible action on Resolution No. R-2024-111 to authorize the City Manager to enter into Sidewalk Escrow Agreements as approved as to form by the City Attorney (Legal)

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Thompson to approve Resolution No. R-2024-111. The vote passed 6,0.

- 11.2 Consideration and possible action on Resolution No. R-2024-112 authorizing the City Manager to negotiate and enter into a contract with Enterprise Leasing to lease three (3) 2024 Ford Police Interceptors and one (1) Chevrolet Tahoe Police vehicle. (Chief Jeff Yarbrough)

A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to approve Resolution No. R-2024-112. The vote passed 6,0.

12. OTHER BUSINESS

- 12.1 Discussion and possible action concerning the 2024-2026 Hutto Strategic Plan establishing Council priorities and reaffirming Hutto's Strategic Pillars and Core Values (David Amsler)

A motion was made by Councilmember Thornton and seconded by Councilmember Thompson to approve the Strategic Plan as presented, allowing staff to make minor grammatical and photo corrections as need before publishing to the public. The motion passed 6,0.

- 12.2 Discussion and possible action providing direction to staff on the 42-inch wastewater line for the Cottonwood/Allora property (Mayor Mike Snyder)

A motion was made by Councilmember Thompson and seconded by Mayor Pro Tem Gordon to delay the item to a later meeting. During discussion on the item, Councilmember Thompson called a point of order, stating the discussion was off topic. The Mayor objected, and a vote was called to decide whether discussions could continue. That vote passed 4,2 (Thompson and Gordon dissenting)

After further discussion, Councilmember Thompson rescinded the motion. Staff was directed to provide Council with further information on the item so they can discuss next steps through the message board.

- 12.3 Discussion and possible action regarding staff recommendations regarding signal/light pole standards (Mayor Mike Snyder)

A motion was made by Councilmember Kolar and seconded by Mayor Pro Tem Gordon to direct staff to move forward with the "Old World Gray" color powder coating of light poles, and green backlit signs with a hippo emblem.

- 12.4 Consideration and possible action relating to TPDES Wastewater Permit Applications in the City of Hutto Extraterritorial Jurisdiction (Legal)

City Manager Earp gave a brief update, but noted a larger update would be available after Round Rock has met to decide how to move forward, specifically for the western-most package plants.

14. EXECUTIVE SESSION – *Convened into Executive Session at 11:33 PM*

- 14.1 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), and deliberations pursuant to Texas Government Code Section 551.087 (Economic Development Negotiations) related to pending

economic development projects being considered by the Hutto Economic Development Corporation or the City of Hutto, including but not limited to the First Amendment to the Project V Economic Development Performance Agreement (EDPA) between the Hutto Economic Development Corporation (EDC) and ES VEDRA Cinemas Hutto, LLC (EsV), otherwise known as EVO Cinemas.

- 14.2 Receive legal advice pursuant to Texas Government Code Section 551.071, (Consultation with Attorney), relating to a development agreement with HWY 3349, LLC. for development located along FM 1660 and FM 3349 for development known as Halcyon.
- 14.3 Receive legal advice pursuant to Texas Government Code Sec. 551.071, (Consultation with Attorney), related to pending and/or Council legal requests, potential claims and pending litigation, including but not limited to the Star Ranch development agreement with the City of Hutto and Tack Development, L.P. and Hutto v. Brooklands, et. al, Cause No. 23-122-C395, pending in the 395th District Court of Williamson County, Texas.
- 14.4 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 12:44 AM*

- 15.1 Consideration and possible action relating to Resolution No. R-2024-122 authorizing the City Manager to execute First Amendment to the Project V Economic Development Performance Agreement (EDPA) between the Hutto Economic Development Corporation (EDC) and ES VEDRA Cinemas Hutto, LLC (EsV), otherwise known as EVO Cinemas after approval by the EDC.

A motion was made by Mayor Pro Tem Gordon and seconded by Councilmember Kolar to approve Resolution R-2024-122. The vote passed 6,0.

- 15.2 Consideration and possible action on Executive Session items.

A motion was made by Mayor Snyder and seconded by Councilmember Kolar directing staff to draft a Development agreement with HWY 3349, LLC, that includes provisions for the City to provide Police and Utility services and allowing them to build the development based on their current development plan, upon annexation into the City. The vote passed 6,0.

16. CITY COUNCIL COMMENTS

16.1 General Comments from City Council

Mayor Pro Tem Gordon commented that he would be attending the June 20th meeting remotely.

16.2 Future Agenda Items

Mayor Snyder requested an item for discussion and possible action on amending or reaffirming Ordinance No. O-2023-060.

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

18. ADJOURNMENT – *June 7th, 2024 at 12:55 AM*

ATTEST:

Amanda Taylor, Interim City Secretary

Mike Snyder, Mayor



City of Hutto

MINUTES

City Council Work Session
Thursday, June 6, 2024 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, Mayor Pro Tem Peter Gordon, Councilmember Amberley Kolar, Councilmember Dan Thornton, Councilmember Porterfield arrived at 6:07pm, and Councilmember Brian Thompson arrived at 6:38 pm

Absent: Councilmember Randal Clark,

Members of staff present: James Earp, City Manager; Matt Wojnowski, Assistant City Manager, Alberta Barrett, Finance Director, Rick Coronado, Public Works Director, Amanda Taylor, Assistant City Secretary; Matt Rector, City Engineer; Jeff White, Parks and Recreation Director, Kristi Barnes, Community Relations and Services Manager, Ashley Bailey, Development Services Director, Cheney Gamboa, Economic Development Director

3. OTHER BUSINESS

- 3.1 Discussion of Hutto's Unified Development Code and possible revisions including but not limited to the following topics – xeriscaping, landscaping, monument signage, and other types of signage

Ashley Bailey provided guidance on current UDC guidelines as Council discussed proposed changes they would like to see implemented.

- 3.2 Discussion and possible action related to Work Session topics.

No action was taken.

4. ADJOURNMENT – 6:40 p.m.

Mike Snyder, Mayor

ATTEST:

Amanda Taylor, Interim City Secretary

DRAFT