



**CITY OF HUTTO, TEXAS  
REGULAR CITY COUNCIL MEETING  
THURSDAY, MAY 19, 2016 AT 7:00 PM  
CITY HALL - CITY COUNCIL CHAMBERS  
401 WEST FRONT STREET**

**CITY COUNCIL**

Debbie Holland, Mayor  
Doug Gaul, Mayor- Elect  
Anne Cano, Place 1  
Tom Hines, Place 2  
Ronnie Quintanilla-Perez, Place 3  
Nathan Killough, Place 3 - Councilmember Elect  
Michael J. Smith, Place 4, Mayor Pro-tem  
Lucio Valdez, Place 5  
Max V. Yeste, Place 6  
Bettina Jordan, Place 6 - Councilmember Elect

**AGENDA**

1. **CALL SESSION TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **PUBLIC COMMENT**
  - 5A. Remarks from visitors. (*Three-minute time limit*)
6. **SWEARING IN CEREMONY FOR THE NEWLY ELECTED CITY COUNCIL MEMBERS:**
  - 6A. Office of the Mayor
  - 6B. City Council Member, Place 3
  - 6C. City Council Member, Place 6
7. **CONSENT AGENDA ITEMS:**

All items listed on the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Council member in which event, the item will be removed from the consent agenda and considered as a regular agenda item.

- 7A. Consideration and possible action on a resolution concerning the acceptance of the water, wastewater, street and drainage improvements of the Hutto Crossing Phase Two subdivision.

## **REGULAR AGENDA ITEMS**

### **8. RESOLUTIONS:**

- 8A. Consideration and possible action on a resolution concerning a negotiated settlement between the ATMOS Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2016 Rate Review Mechanism Filings.
- 8B. Consideration and possible action on a resolution concerning the execution of an Advanced Funding Agreement for the Transportation Alternatives Program (TAP) project with TxDOT for the construction of the Limmer Loop Sidewalk.

### **9. OTHER BUSINESS:**

- 9A. Consideration and possible action on the appointment of the Mayor Pro-tem position.
- 9B. Consideration and possible action on directing the City Manager to cancel the fire services analysis study.

### **10. ADJOURNMENT**

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].

### **CERTIFICATION**

I certify that this notice of the May 19, 2016 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on Friday, the 13th day of May 2016 at 2:05pm.



Seth Gipson, City Secretary

The City of Hutto is committed to comply with the American with Disabilities Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special communications or accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 759-4033 or seth.gipson@huttotx.gov for assistance.

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 7A. **AGENDA DATE:** May 19, 2016

**PRESENTED BY:** Helen Ramirez, AICP, Director,  
Development Services

**ITEM:** Consideration and possible action on a resolution concerning the acceptance of the water, wastewater, street and drainage improvements of the Hutto Crossing Phase Two subdivision.

**STRATEGIC GUIDE POLICY:** Infrastructure

**ITEM BACKGROUND:**

The infrastructure improvements for the Hutto Crossing Phase Two subdivision have been constructed and are ready to be accepted by the City Council. A final inspection was conducted by the City's Construction Inspector of all water, wastewater, streets and drainage improvements. All items have been constructed according to engineering plans and City codes and standards. The contractor has submitted fiscal surety to cover the materials and workmanship for two years.

**BUDGETARY AND FINANCIAL SUMMARY:**

The total value of the improvements is \$1,623,099.80.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Staff recommends that the Council approve the resolution.

**SUPPORTING MATERIAL:**

1. Resolution - Hutto Crossing Phase Two Acceptance
2. Hutto Crossing Phase Two Acceptance (Site Map)
3. Hutto Crossings Phase Two Construction Summary

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE INFRASTRUCTURE IMPROVEMENTS FOR THE SUBDIVISION KNOWN AS “HUTTO CROSSING PHASE TWO”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

**WHEREAS**, the infrastructure improvements for the Hutto Crossings Phase Two residential subdivision have been constructed and are ready for acceptance, and;

**WHEREAS**, a final inspection was conducted by the City’s Construction Inspector of all water, wastewater, streets, sidewalks and drainage improvements, and;

**WHEREAS**, all items have been constructed according to engineering plans and City codes and standards, and;

**WHEREAS**, Joe Bland Construction, L.P. submitted a warranty bond to cover the materials and workmanship for two years.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS**, hereby accepts the infrastructure improvements for the Hutto Crossing Phase Two subdivision.

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

**RESOLVED** this 19<sup>th</sup> day of **May, 2016**.

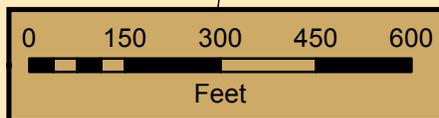
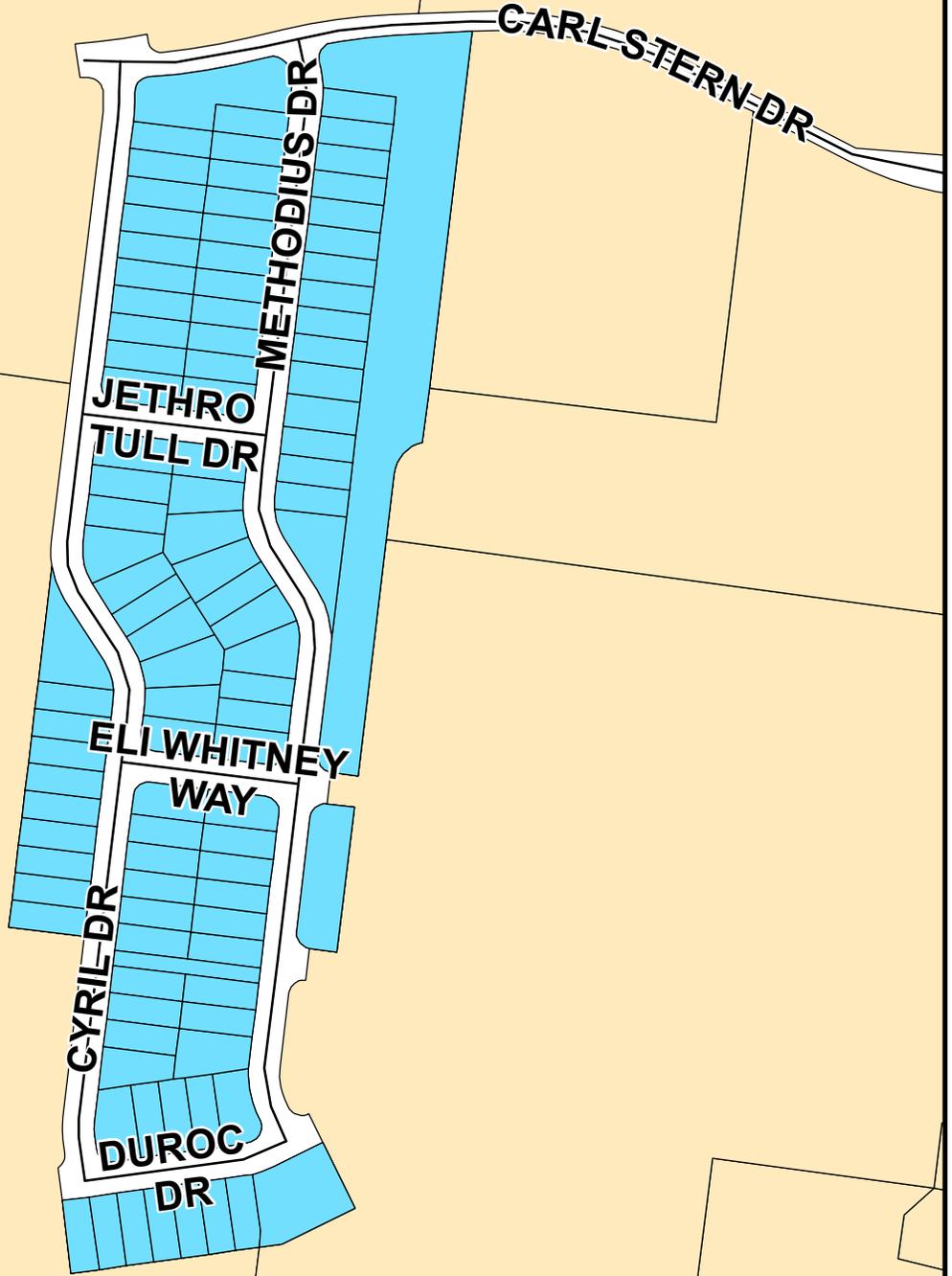
**CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Debbie Holland, Mayor

**ATTEST:**

\_\_\_\_\_  
Seth Gipson, City Secretary

# Hutto Crossing Phase 2



**Legend**

-  Hutto Crossing Phase 2
-  Hutto Parcels
-  Roadways

# NATHAN D. SMITH, P.E.

Consulting Engineer  
Firm F-1455

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106 West First Street

Elgin, Texas 78621

Ph (512) 281-3344

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## CONSTRUCTION SUMMARY

**DATE:** April 27, 2016  
**PROJECT:** Hutto Crossing Phase 2  
**OWNER:** Pulte Homes of Texas, L.P.  
**ENGINEER:** Nathan D. Smith, P.E.  
**CONTRACTOR:** Joe Bland Construction, L.P.

### Construction Costs Summary:

Water Improvements:	\$ 303,307.50
Wastewater Improvements:	\$ 283,915.00
Drainage Improvements:	\$ 349,255.00
Street Improvements:	\$ 582,262.30
Sidewalk Improvements:	<u>\$ 104,360.00</u>
<b>Total Improvements:</b>	<b>\$1,623,099.80</b>

**Water Summary:**

## Water Mains:

<u>Size</u>	<u>Type</u>	<u>Length</u>
8"	C-900 DR14	4769 ft.

## Valves:

<u>Size</u>	<u>Type</u>	<u>Quantity</u>
8"	Gate	22
6"	Gate	10

## Services:

<u>Type</u>	<u>Quantity</u>
Double	42
Single	16
Irrigation	3
Double	1 (Service added to Amenity Center Lot)

## Fire Hydrants:

<u>Type</u>	<u>Quantity</u>
American Darling	10

**Wastewater Summary:**

## Wastewater Mains:

<u>Size</u>	<u>Type</u>	<u>Length</u>
8"	SDR 26	4052 ft.

## Manholes:

<u>Size</u>	<u>Quantity</u>
4' Dia.	22

## Services:

<u>Type</u>	<u>Quantity</u>
Double	46
Single	7 (1 Single service added to Amenity Center Lot)

**Drainage Summary:**

<u>Pipe Size</u>	<u>Material</u>	<u>Length</u>
18"	RCP	903 ft.
24"	RCP	1364 ft.
30"	RCP	261 ft.
36"	RCP	200 ft.
42"	RCP	356 ft.
48"	RCP	266 ft.

## Inlets:

<u>Type</u>	<u>Length</u>	<u>Quantity</u>
Type 1 Curb	10'	21

## Manholes:

<u>Type</u>	<u>Size</u>	<u>Quantity</u>
RCP	5'	5

## Headwall:

<u>Type</u>	<u>Pipe Size</u>	<u>Quantity</u>
Concrete	36"	1
Concrete	48"	1

**Streets Summary:**

<u>Street Name</u>	<u>Length (ft.)</u>	<u>Pvmt Width (foc-foc)</u>	<u>ROW Width</u>
Cyril Drive	1832	30'	52'
Methodius Drive	1822	30'	52'
Duroc Drive	433	30'	52'
Eli Whitney Way	262	30'	52'
Jethro Tull Drive	273	30'	52'

**Sidewalk Summary:**

<u>Sidewalk Width</u>	<u>Length</u>
5'	2560 ft.

## Sidewalk Ramps:

<u>Type</u>	<u>Quantity</u>
Type 1	28

Carmel Creek Hutto (Hutto Crossing Ph. 2)  
Street, Erosion, Drainage, Water, and Wastewater Improvements  
TOTAL COSTS & QUANTITIES - PUBLIC IMPROVEMENTS

4/22/2016

Item	Description	Unit	Quantity	Unit Price	Total Price
<b>Water Improvements</b>					
31	8" C900 DR-14 Water Line	LF	4769	\$ 27.00	\$ 128,763.00
32	Double Water Long Service	EA	20	\$ 1,150.00	\$ 23,000.00
33	Double Water Short Service	EA	22	\$ 950.00	\$ 20,900.00
34	Single Water Long Service	EA	8	\$ 975.00	\$ 7,800.00
35	Single Water Short Service	EA	8	\$ 875.00	\$ 7,000.00
36	Trench Safety	LF	4769	\$ 0.50	\$ 2,384.50
37	1" Irrigation Service	EA	2	\$ 1,200.00	\$ 2,400.00
38	6" Gate Valves	EA	10	\$ 1,150.00	\$ 11,500.00
39	8" Gate Valves	EA	22	\$ 1,800.00	\$ 39,600.00
40	Raise Valve Castings (in pvmt only)	EA	32	\$ 350.00	\$ 11,200.00
41	Fire Hydrant Assembly	EA	10	\$ 3,500.00	\$ 35,000.00
42	Tie to Existing Main	EA	2	\$ 1,200.00	\$ 2,400.00
43	Tie to Existing Main (4" tie to 8" plus removal of 4")	EA	1	\$ 3,400.00	\$ 3,400.00
44	3-4" PVC Sleeves	LF	120	\$ 23.00	\$ 2,760.00
	2" Double Water Service with Meter Box	EA	1	\$ 2,600.00	\$ 2,600.00
	Tie in to existing WL and add Irrigation Service	EA	1	\$ 2,600.00	\$ 2,600.00
<b>Total Water Improvements</b>					<b>\$ 303,307.50</b>

Item	Description	Unit	Quantity	Unit Price	Total Price
<b>Wastewater Improvements</b>					
45	8" WWL Depths (0-8)	LF	1471	\$ 25.00	\$ 36,775.00
46	8" WWL Depths (8-10)	LF	2082	\$ 26.00	\$ 54,132.00
47	8" WWL Depths (10-12)	LF	292	\$ 27.00	\$ 7,884.00
48	8" WWL Depths (16-18)	LF	30	\$ 34.00	\$ 1,020.00
49	8" WWL Depths (18-20)	LF	177	\$ 38.00	\$ 6,726.00
50	Trench Safety	LF	4052	\$ 1.50	\$ 6,078.00
51	4' Diam. Standard Manhole - All Depths	EA	22	\$ 3,700.00	\$ 81,400.00
52	Extra Depth Manhole	VF	30	\$ 500.00	\$ 15,000.00
53	Raise MH Castings	EA	24	\$ 550.00	\$ 13,200.00
54	Re-Coat Existing Manholes	EA	4	\$ 1,000.00	\$ 4,000.00
55	Double Long Wastewater Service	EA	23	\$ 1,150.00	\$ 26,450.00
56	Double Short Wastewater Service	EA	22	\$ 950.00	\$ 20,900.00
57	Single Long Wastewater Service	EA	2	\$ 825.00	\$ 1,650.00
58	Single Short Wastewater Service	EA	4	\$ 650.00	\$ 2,600.00
59	Double Service to Existing 8" WW Main	EA	1	\$ 1,100.00	\$ 1,100.00
60	Cleanout	EA	1	\$ 800.00	\$ 800.00
61	Tie to Existing Manhole	EA	2	\$ 1,500.00	\$ 3,000.00
	Sewer Service	EA	1	\$ 1,200.00	\$ 1,200.00
<b>Total Wastewater Improvements</b>					<b>\$ 283,915.00</b>

Item	Description	Unit	Quantity	Unit Price	Total Price
<b>Drainage Improvements</b>					
18	18" Class III R.C.P.	LF	903	\$ 36.00	\$ 32,508.00
19	24" Class III R.C.P.	LF	1364	\$ 47.00	\$ 64,108.00
20	30" Class III R.C.P.	LF	261	\$ 74.00	\$ 19,314.00
21	36" Class III R.C.P.	LF	200	\$ 90.00	\$ 18,000.00
22	42" Class III R.C.P.	LF	356	\$ 125.00	\$ 44,500.00
23	48" Class III R.C.P.	LF	266	\$ 150.00	\$ 39,900.00
24	10' Type 1 Curb Inlet	EA	21	\$ 3,800.00	\$ 79,800.00

25	36" C.O.A. Standard Headwall	EA	1	\$	4,150.00	\$	4,150.00	
26	48" C.O.A. Standard Headwall	EA	1	\$	4,800.00	\$	4,800.00	
27	5' Manhole	EA	5	\$	6,000.00	\$	30,000.00	
28	Raise MH Castings	EA	5	\$	500.00	\$	2,500.00	
29	Trench Safety	LF	3350	\$	1.50	\$	5,025.00	
30	Grade to Drain	LF	300	\$	15.50	\$	4,650.00	
<b>Total Drainage Improvements</b>							<b>\$</b>	<b>349,255.00</b>

Item	Description	Unit	Quantity	Unit Price	Total Price			
<b>Sidewalk Improvements</b>								
9	5' Concrete Sidewalk	LF	2560	\$ 26.00	\$ 66,560.00			
10	Type 1 Sidewalk Ramps	EA	28	\$ 1,350.00	\$ 37,800.00			
<b>Total Sidewalk Improvements</b>							<b>\$</b>	<b>104,360.00</b>

Item	Description	Unit	Quantity	Unit Price	Total Price			
<b>Street Improvements</b>								
1	Clear & Grub	AC	24	\$ 625.00				
2	Embankment/Excavation (R.O.W TO R.O.W.)	SY	28225	\$ 2.00	\$ 56,450.00			
3	Subgrade Preparation (3' BOC)	SY	19322	\$ 1.30	\$ 25,118.60			
7	2" H.M.A.C. (LOG-LOG)	SY	14062	\$ 12.75	\$ 179,290.50			
8	6" Standard Curb & Gutter W/ Base	LF	8460	\$ 11.50	\$ 97,290.00			
11	Concrete Valley Gutter	EA	4	\$ 4,000.00	\$ 16,000.00			
12	Street End Barricade	EA	4	\$ 950.00	\$ 3,800.00			
13	Stop Sign w/ Street Name & Stop Bar	EA	8	\$ 600.00	\$ 4,800.00			
14	Speed Limit Sign	EA	2	\$ 280.00	\$ 560.00			
15	"No-Trucks" Sign	EA	2	\$ 300.00	\$ 600.00			
17	Decorative Street Lights	EA	14	\$ 3,100.00	\$ 43,400.00			
70	Replace 7" Roadway Fill	SY	19,322	\$ 1.60	\$ 30,915.20			
71	8" Flexible Base (1' BOC)	SY	13,682	\$ 9.00	\$ 123,138.00			
	Saw cut asphalt and add curb	LF	30	\$ 30.00	\$ 900.00			
<b>Total Street Improvements</b>							<b>\$</b>	<b>582,262.30</b>

**COST SUMMARY**

<b>Total Water Improvements</b>	<b>\$</b>	<b>303,307.50</b>
<b>Total Wastewater Improvements</b>	<b>\$</b>	<b>283,915.00</b>
<b>Total Drainage Improvements</b>	<b>\$</b>	<b>349,255.00</b>
<b>Total Street Improvements</b>	<b>\$</b>	<b>582,262.30</b>
<b>Total Sidewalk Improvements</b>	<b>\$</b>	<b>104,360.00</b>
<b><u>Total Improvements</u></b>	<b>\$</b>	<b><u>1,623,099.80</u></b>

SUBMITTED BY:

JOE BLAND CONSTRUCTION, L.P.

Gary B. Pugh  
Senior Project Manager

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 8A. **AGENDA DATE:** May 19, 2016

**PRESENTED BY:** Karen Daly, City Manager

**ITEM:** Consideration and possible action on a resolution concerning a negotiated settlement between the ATMOS Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2016 Rate Review Mechanism Filings.

**STRATEGIC GUIDE POLICY:** Fiscal and Budgetary

**ITEM BACKGROUND:**

Hutto, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The Rate Review Mechanism (RRM) Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the proposed resolution. ACSC and the Company have reached an agreement to reduce the Company's request by \$5.5 million, such that the resolution approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the resolution approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the resolution with its attachments approving the negotiated rate settlement resolving

the 2016 RRM filing, and implementing the rate change.

**BUDGETARY AND FINANCIAL SUMMARY:**

This resolution does not impact the City's budget.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

It is recommended that the City Council approve the resolution adopting the newly negotiated rates for Atmos Energy Corporation.

**SUPPORTING MATERIAL:**

1. Resolution - Accepting the Atmos Settlement Agreement
2. Exhibits A, B, & C - Atmos Rate Schedule

## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

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

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

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

**WHEREAS**, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

**WHEREAS**, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

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

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

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

**SECTION 1.** That the findings set forth in this Resolution are hereby in all things approved.

**SECTION 2.** That the City Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**SECTION 3.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

**SECTION 4.** That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

**SECTION 5.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

**SECTION 6.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**SECTION 7.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**SECTION 8.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**SECTION 9.** That consistent with the established RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

**SECTION 10.** That a copy of this REsolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**RESOLVED** this 19<sup>th</sup> day of May, 2016.

**CITY OF HUTTO, TEXAS**

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Debbie Holland, Mayor

**ATTEST:**

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Seth Gipson, City Secretary

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 12</b>

**Application**

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

**Type of Service**

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

**Monthly Rate**

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

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.12 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

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

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

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

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

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

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 13</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

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

**Monthly Rate**

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

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 41.77 per month</b>
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

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

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

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

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

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

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 14</b>

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

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

**Monthly Rate**

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

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

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

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

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

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

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 15</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

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

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 16</b>

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

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

**Monthly Rate**

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

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

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

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

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

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2016</b>	<b>PAGE: 17</b>

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

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

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 41</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2016</b>	<b>PAGE: 42</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)  
TEST YEAR ENDING DECEMBER 31, 2015**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 29,603,205			Schedule A					
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850			Ln 1 divided by factor on WP_F-5.1					
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%		Per GUD 10170 Final Order					
8	Commercial	84,223,622		19.40%		Per GUD 10170 Final Order					
9	Industrial and Transportation	11,490,316		2.65%		Per GUD 10170 Final Order					
10	Net Revenue Requirements GUD No. 10170	\$ 434,145,424									

With Proportional Increase all classes but Residential and a 40% residential base charge increase:				
		Current	Prospective	Revenues
20	Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
21	Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
22	Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
23	Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
24	I&T Base Charge	\$ 697.35	\$ 38.03	363,224
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	51,988
28				\$ 27,447,850

With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:				
		Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	49,955	\$ 0.0486	971,117
		\$ 27,446,933		\$ 556,933,616

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report as adjusted (1), (3)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	O&M Expense Factor (2)	96.41%	96.41%	37.42%	20.77%	37.42%	
3	Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 4,918,540	\$ 2,792,473	\$ 2,933,599	\$ 31,249	\$ 1,671,119	
4	Allocation to Mid-Tex (2)	40.56%	40.56%	71.52%	100.00%	71.52%	
5	<b>Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4)</b>	<b>\$ 1,995,016</b>	<b>\$ 1,132,659</b>	<b>\$ 2,098,222</b>	<b>\$ 31,249</b>	<b>\$ 1,195,248</b>	<b>\$ 6,452,393</b>
6							
7	<b>Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4)</b>	\$ 2,831,859	\$ 2,013,260	\$ 2,925,600	\$ 34,809	\$ 2,695,721	\$ 10,501,250
8							
9	<b>Test Year Adjustment (Line 5 minus Line 7)</b>	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)
10							
11	Adjustment Summary:						
12	Account 922	\$ (836,844)	\$ (880,601)	\$ -	\$ -	\$ -	\$ (1,717,445)
13	Account 926	-	-	(827,379)	(3,561)	(1,500,472)	(2,331,412)
14	Total (Ln 12 plus Ln 13)	\$ (836,844)	\$ (880,601)	\$ (827,379)	\$ (3,561)	\$ (1,500,472)	\$ (4,048,856)

## Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL  
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	<b>Summary of Costs to Approve:</b>						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 8B. **AGENDA DATE:** May 19, 2016

**PRESENTED BY:** Helen Ramirez

**ITEM:** Consideration and possible action on a resolution concerning the execution of an Advanced Funding Agreement for the Transportation Alternatives Program (TAP) project with TxDOT for the construction of the Limmer Loop Sidewalk.

**STRATEGIC GUIDE POLICY:** Infrastructure

**ITEM BACKGROUND:**

The City recently applied for and was awarded a Transportation Alternatives Program project to construct a sidewalk along the southside of Limmer Loop from FM 1660 North to Cottonwood Elementary. An Advanced Funding Agreement (AFA) with TxDOT is the mechanism for applying the funds to the project. The AFA describes the terms and conditions under which the project will receive the grant funds.

The grant pays for 80% of the design and construction of the project. The City is responsible for 20% of the design and construction costs plus 100% of overruns.

**BUDGETARY AND FINANCIAL SUMMARY:**

The total construction cost (including TxDOT administrative expenses) is \$1,041,159. In the grant application, the City agreed to pay 20% of the cost, which is \$196,558. City of Hutto's first payment of \$12,819 is due to the State within 30 days from execution of this contract. City of Hutto's second payment of \$12,819 is due to the State within 60 days prior to the Construction contract being advertised for bids. The City's portion of construction costs (\$139,320) will be due during project construction, which is anticipated to be in fiscal year 2017.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not Applicable.

**CITY ATTORNEY REVIEW:**

The City Attorney has reviewed and approved the AFA.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**SUPPORTING MATERIAL:**

1. Advanced Funding Agreement - TxDOT - Limmer Loop Sidewalk
2. Resolution for AFA for Limmer Loop Sidewalk

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

STATE OF TEXAS                   §  
COUNTY OF TRAVIS           §

**ADVANCE FUNDING AGREEMENT  
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT  
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Project (“**Agreement**”) is made between the State of Texas (“**State**”), acting through the Texas Department of Transportation, and City of Hutto (“**Local Government**”), acting through its duly authorized officials.

**BACKGROUND**

Local Government prepared and submitted to State or Metropolitan Planning Organization (“**MPO**”) a nomination form for consideration under the Transportation Alternatives Program (“**TAP**”) for the project, which is briefly described as installation of Pedestrian Safety Devices and associated sidewalk accessibility (“**Project**”).

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission (“**Commission**”) passed Minute Order Number 114335 (“**MO**”) dated August 27, 2015 awarding funding for projects in the 2015 TAP Program Call of the Capital Area MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

**AGREEMENT**

**1. Period of Agreement and Performance**

- 1.1.** Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

**1.2. Period of Performance.**

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement (“FPAA”) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (“SLOA”) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

**2. Termination of the Agreement**

**2.1. This Agreement may be terminated by any of the following conditions:**

- a. By mutual written consent and agreement of all parties;
- b. By any party with 90 days written notice; or
- c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

**2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.**

**2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.**

**2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:**

- a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
- b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
- c. Local Government withdraws from participation in Project.
- d. State determines that federal funding may be lost due to Project not being implemented and completed.
- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
- f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.

g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

### 3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

### 4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: building a sidewalk that connects from the FM 1660 N Hike and Bike Trail to Cottonwood Creek Elementary School.
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

### 5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

- 5.5.** Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6.** For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7.** Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8.** Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9.** If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10.** Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11.** Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12.** Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

## **6. Utilities**

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

## **7. Environmental Assessment and Mitigation**

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1.** Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2.** Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3.** Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4.** Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## **8. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("**TAS**") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("**ADA**").

## **9. Architectural and Engineering Services**

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies:  
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

## 10. Construction Responsibilities

- 10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

## **11. Project Maintenance**

- 11.1.** Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 11.2.** Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3.** Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4.** Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

## **12. Local Project Sources and Uses of Funds**

- 12.1.** A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- 12.2.** If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3.** The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement (“FPAA”), or other federal documents.
- 12.4.** Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project’s estimated budget and any operating or maintenance expenses.
- 12.5.** State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6.** Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State’s estimated construction oversight and construction cost.
- 12.7.** In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State’s written notification.
- 12.8.** Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the “Texas Department of Transportation.” The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9.** Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government’s

CSJ: 0914-05-189  
 District #: 14 AUS  
 Code Chart 64#: 20250  
 Project: Limmer Loop Sidewalk  
 Federal Highway Administration  
 CFDA Title: Highway Planning and  
 Construction  
 CFDA #: 20.205

contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

- 12.10.** In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State’s notification.
- 12.11.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 12.13.** State will not pay interest on any funds provided by Local Government.
- 12.14.** State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15.** Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16.** If Local government is an Economically Disadvantaged County (“EDC”) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

**13. Notices**

- 13.1.** All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City of Hutto	Director of Contract Services
Mayor	Texas Department of Transportation
401 W. Front Street	125 E. 11 <sup>th</sup> Street
Hutto, Texas 78634	Austin, TX 78701-2483

**13.2.** All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**14. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**15. Responsibilities of the Parties**

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**16. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

**17. Document and Information Exchange**

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

**22. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Civil Rights Compliance**

Local Government shall comply with the regulations of the U. S. Department of Transportation (“DOT”) as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**24. Disadvantaged Business Enterprise Program Requirements**

- 24.1. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 24.2. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 24.3. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- 24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

- 24.6.** Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

*The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**25. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

**26. Lobbying Certification**

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 26.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**27. Insurance**

- 27.1.** Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

- 27.2.** For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

## **28. Federal Funding Accountability and Transparency Act Requirements**

- 28.1.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- 28.2.** Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
  1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## **29. Single Audit Report**

- 29.1.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

- 29.2.** If threshold expenditures of \$750,000 or more are met during Local Government's fiscal year, Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

*We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_.*

**29.3.** For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

**30. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of Hutto

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

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

Debbie Holland  
Mayor

**THE STATE OF TEXAS**

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

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

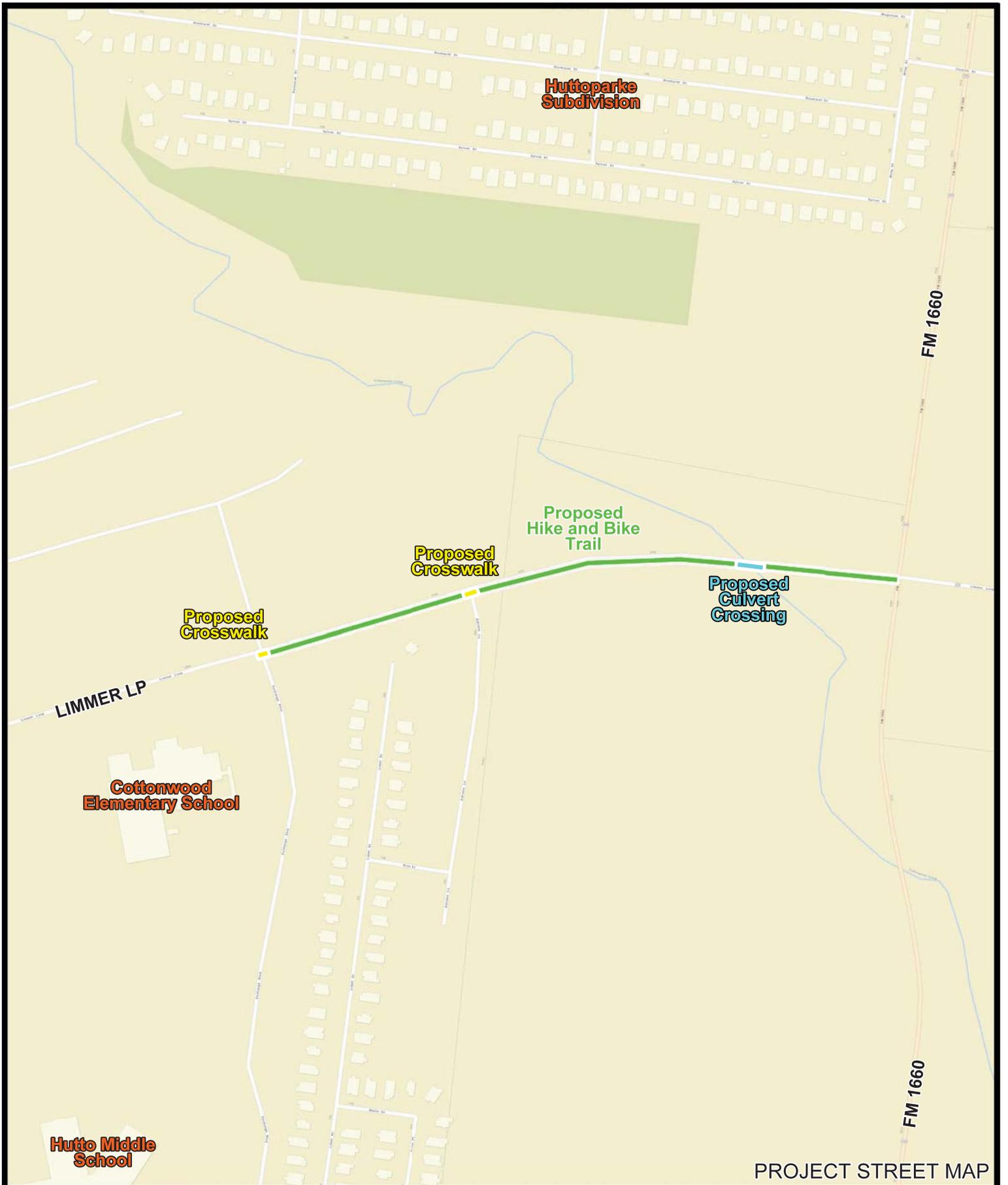
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

**ATTACHMENT A**  
**RESOLUTION OF LOCAL GOVERNMENT**

CSJ: 0914-05-189  
District #: 14 AUS  
Code Chart 64#: 20250  
Project: Limmer Loop Sidewalk  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA #: 20.205

**ATTACHMENT B**  
**PROJECT LOCATION MAP**



PROJECT STREET MAP



CITY OF HUTTO  
TRANSPORTATION ALTERNATIVES PROGRAM  
APPLICATION EXHIBIT

Hutto, Texas

# HUTTO TAP PHOTO TOUR MAP

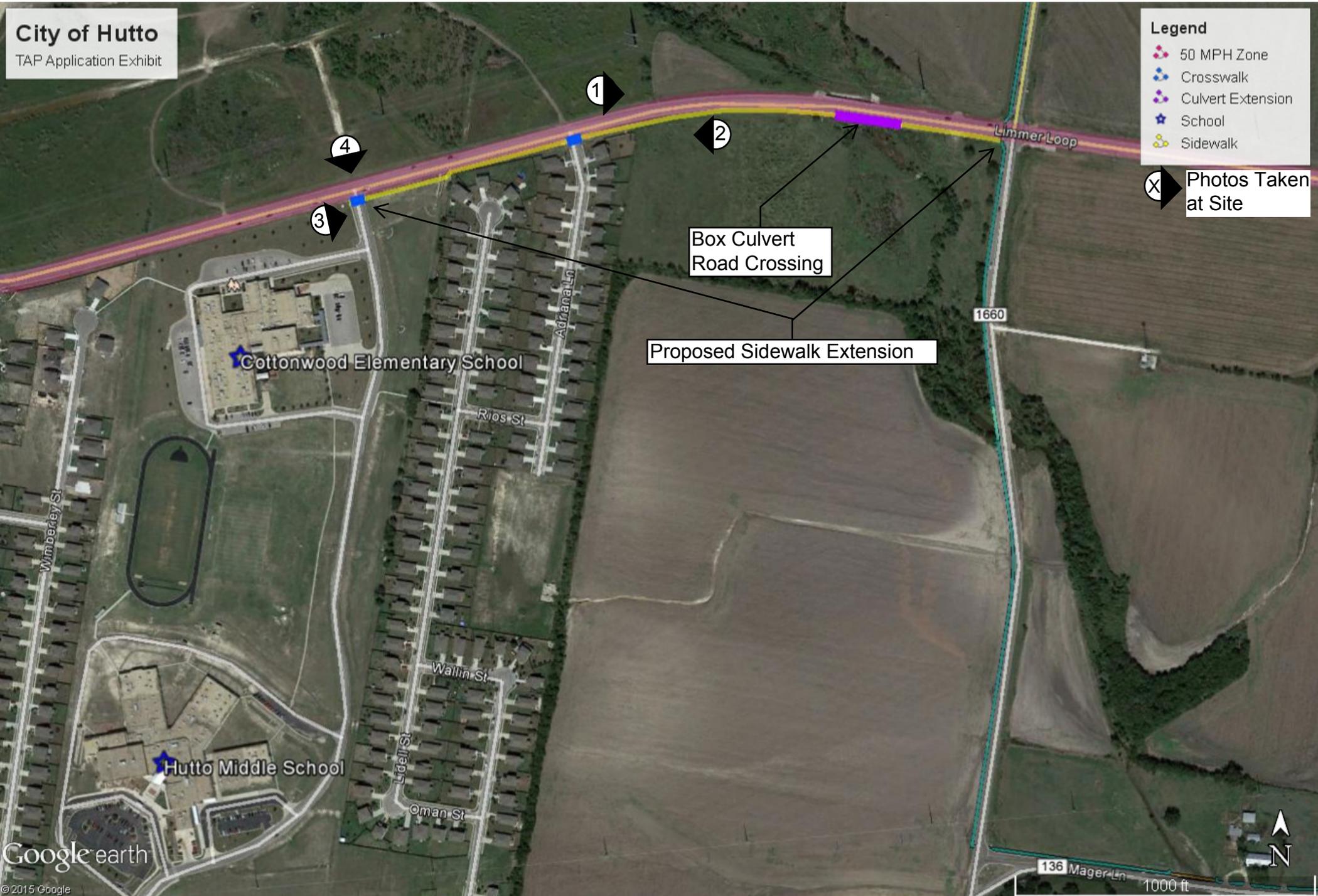
City of Hutto

TAP Application Exhibit

## Legend

- 50 MPH Zone
- Crosswalk
- Culvert Extension
- School
- Sidewalk

Photos Taken at Site



Google earth

© 2015 Google

136 Mager Ln

1000 ft

# **CAMPO Transportation Alternatives Program**

## **City of Hutto Pre-application – 7/17/2015**

**Sidewalk on Southside of Limmer Loop  
FM 1660 to Cottonwood Creek Elementary**



Photo 1 – Looking east towards the Limmer Loop and FM 1660 Intersection (Please note the Box Culverts at Limmer Loop crossing over Cottonwood Creek)



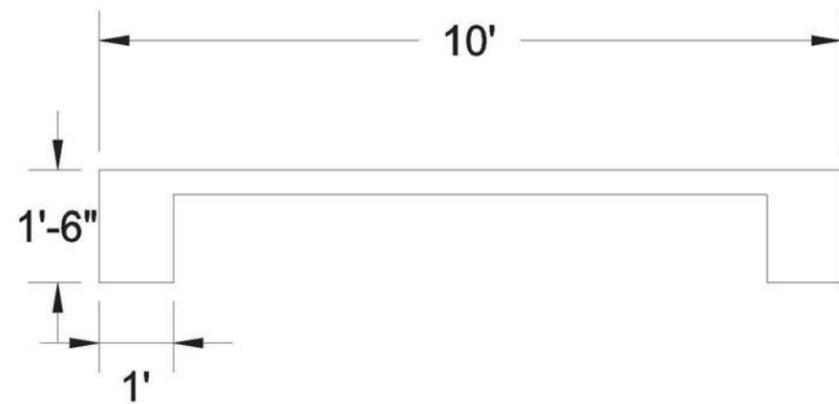
Photo 2 – Looking west on southside of Limmer Loop towards Cottonwood Creek Elementary (please note there are no school zone signs on Limmer Loop)



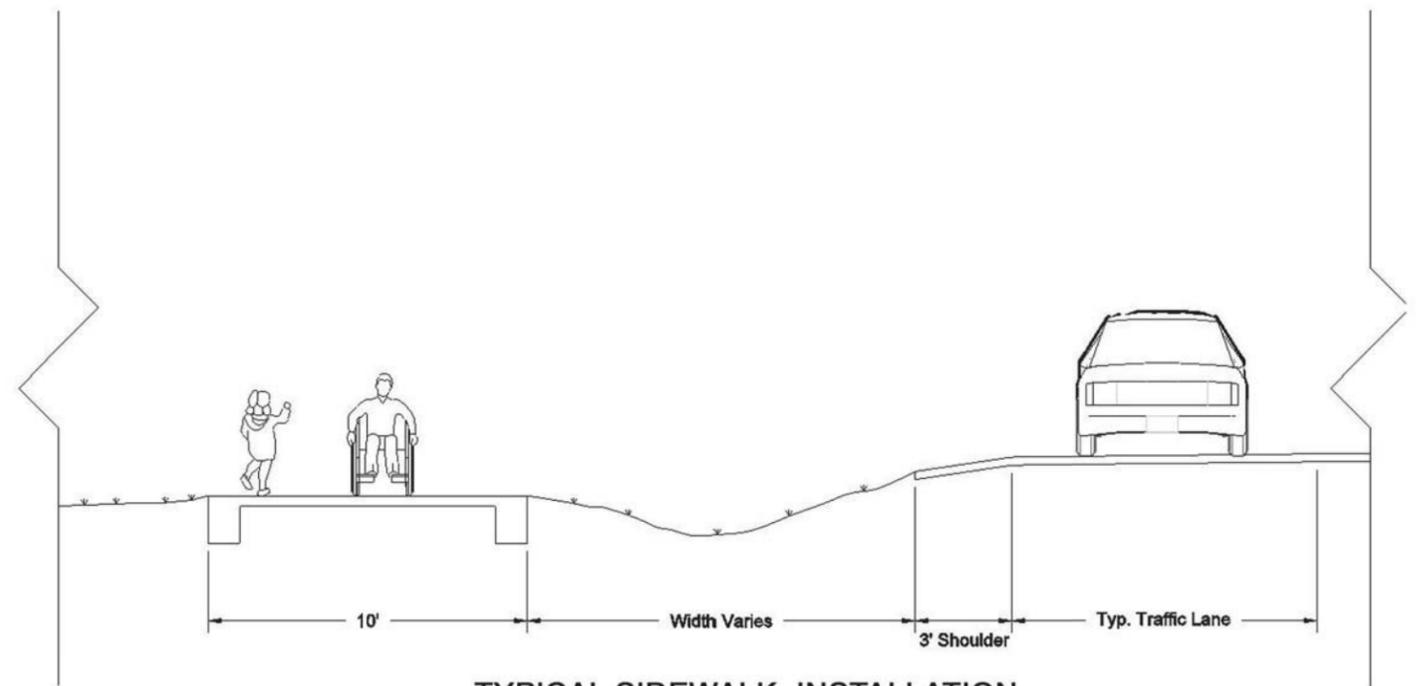
Photo 3 – Looking east on the southside of Limmer Loop just west of the Cottonwood Creek Elementary and Hutto Middle School driveway (end of proposed sidewalk project)



Photo 4 – Looking south on the northside of Limmer Loop at the Cottonwood Creek Elementary and Hutto Middle School driveway where proposed sidewalk would tie into school sidewalk



TYPICAL SIDEWALK SECTION



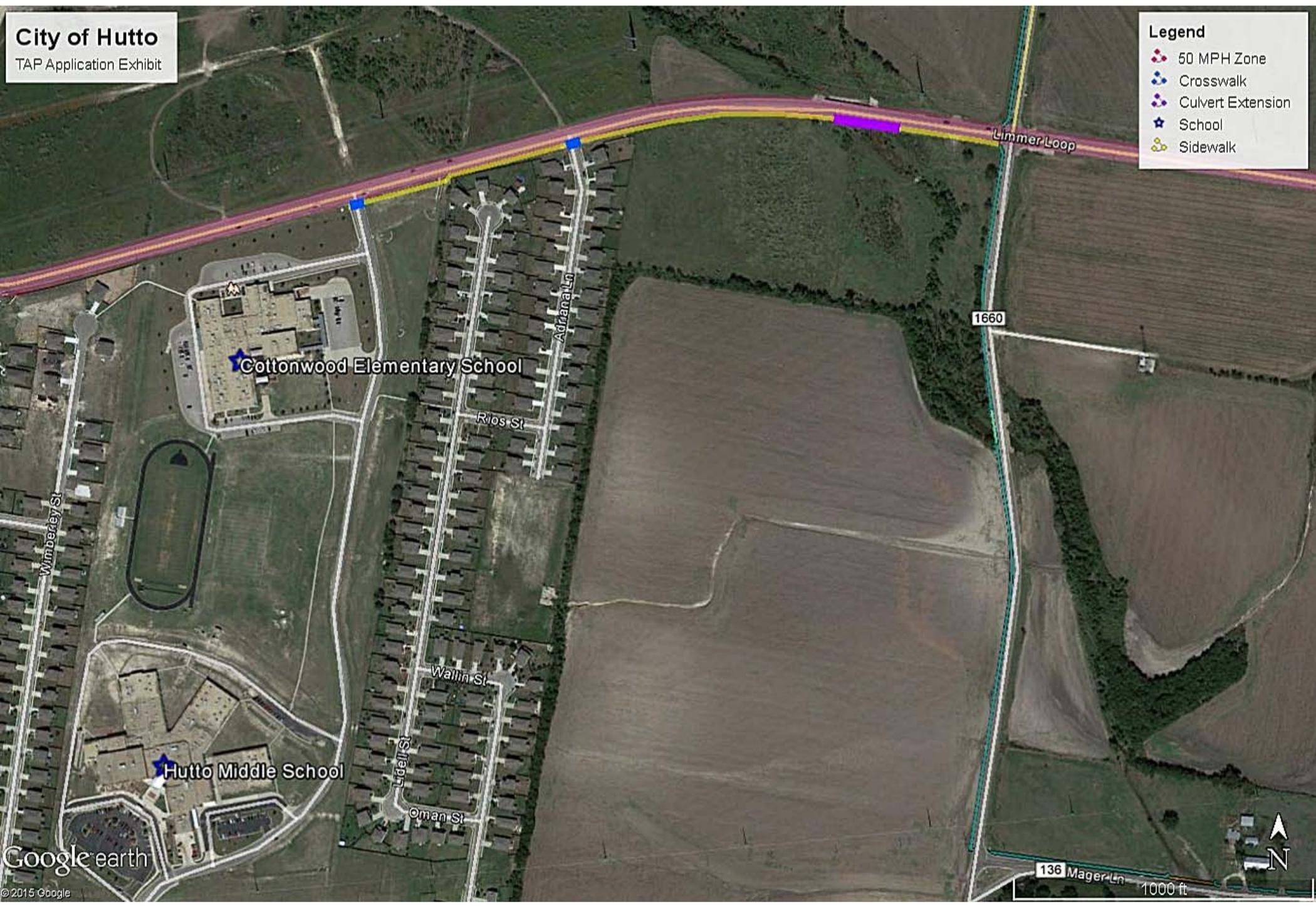
TYPICAL SIDEWALK INSTALLATION

# HUTTO TAP PROJECT MAP

**City of Hutto**  
TAP Application Exhibit

**Legend**

- 50 MPH Zone
- Crosswalk
- Culvert Extension
- School
- Sidewalk



Google earth  
© 2015 Google

1000 ft  
136 Mager Ln

CSJ: 0914-05-189 Fed. # STP: {enter STP}  
 Code Chart 64#: 20250  
 Project: Limmer Loop Sidewalk  
 FHWA CFDA #: 20.205  
 Not Research and Development

### ATTACHMENT C

#### PROJECT ESTIMATE AND SOURCE OF FUNDS

(State or LG) Performs PE Work or Hires Consultant / (State or LG) Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$158,000	80%	\$126,400	0%	\$0	20%	\$31,600
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction	\$696,600	80%	\$557,280	0%	\$0	20%	\$139,320
In-kind donation Value <small>(Add to Total Project Cost - 20% Maximum value)</small>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by LG Subtotal</b>	<b>\$854,600</b>		<b>\$683,680</b>		<b>\$0</b>		<b>\$170,920</b>
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost <sup>1</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way <sup>3</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
Construction <sup>2</sup>	\$0	0%	\$0	0%	\$0	0%	\$0
<b>Work by State Subtotal</b>	<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>

CSJ: 0914-05-189 Fed. # STP: {enter STP}  
 Code Chart 64#: 20250  
 Project: Limmer Loop Sidewalk  
 FHWA CFDA #: 20.205  
 Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering <sup>1</sup>	\$16,024	80%	\$12,819	0%	\$0	20%	\$3,205
Environmental Cost <sup>1</sup>	\$16,024	80%	\$12,819	0%	\$0	20%	\$3,205
Right of Way <sup>1</sup>	\$16,024	80%	\$12,819	0%	\$0	20%	\$3,205
Utilities <sup>1</sup>	\$16,023	80%	\$12,819	0%	\$0	20%	\$3,204
Construction <sup>2</sup>	\$64,095	80%	\$51,276	0%	\$0	20%	\$12,819
Direct State Costs Subtotal	\$128,190	80%	\$102,552	0%	\$0	20%	\$25,638
Indirect State Cost	\$58,369		\$0		\$58,369		\$0
<b>TOTAL PARTICIPATION</b>	<b>\$1,041,159</b>		<b>\$786,232</b>		<b>\$58,369</b>		<b>\$0</b>
In-kind Contribution Credit Applied						0%	\$0
<b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>							<b>\$196,558</b>

The estimated total participation by Local Government is \$196,558, plus 100% of overruns.

Total estimated payment by Local Government to State is \$25,638.

<sup>1</sup>Local Government's first payment of \$12,819 is due to State within 30 days from execution of this contract.

<sup>2</sup>Local Government's second payment of \$12,819 is due to State within 60 days prior to the Construction contract being advertised for bids.

<sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$786,232.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE LIMMER LOOP SIDEWALK FROM FM 1660 N TO COTTONWOOD CREEK ELEMENTARY; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

**WHEREAS**, the City of Hutto City Council authorized the submission of a Transportation Alternatives Program project for the construction of Limmer Loop sidewalk from FM 1660 N to Cottonwood Elementary, and;

**WHEREAS**, the City was awarded the grant on October 12, 2015, and;

**WHEREAS**, the City is required to execute an Advanced Funding Agreement with the Texas Department of Transportation for the use of the grant funds.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS**, hereby authorizes the Mayor to execute an Advanced Funding Agreement with the Texas Department of Transportation for construction of Limmer Loop sidewalk from FM 1660 N to Cottonwood Creek Elementary.

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

**RESOLVED** this 19<sup>th</sup> day of **May, 2016**.

**CITY OF HUTTO, TEXAS**

\_\_\_\_\_  
Debbie Holland, Mayor

**ATTEST:**

\_\_\_\_\_  
Seth Gipson, City Secretary

**CITY OF HUTTO  
CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 9A. **AGENDA DATE:** May 19, 2016

**PRESENTED BY:** Seth Gipson, City Secretary

**ITEM:** Consideration and possible action on the appointment of the Mayor Pro-tem position.

**STRATEGIC GUIDE POLICY:** Leadership

**ITEM BACKGROUND:**

The Mayor Pro-tem position is elected by the City Council, and has the following powers provided through the City Charter (Section 3.05):

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 or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

**BUDGETARY AND FINANCIAL SUMMARY:**

Not applicable.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Not applicable.

**SUPPORTING MATERIAL:**

1. Role and Duties of Mayor and Mayor Pro-tem

# City of Hutto, Texas Mayor and Mayor Pro Tem Official Duties

As provided in the Hutto City Charter

Article 3: The City Council

Sections 3.05, 3.12

## ROLE OF THE MAYOR

- Ceremonial head of the City government
- Chairman of (and presides over) all meetings of the City Council
- Votes on every proposition – has no power to veto
  - All members of the City Council present, including the Mayor, shall vote upon every resolution or ordinance, except where there is a conflict of interest, the reason for which shall be stated concisely in the records
- Available to cut ribbons at ceremonies, break ground at construction of new city facilities and regularly appear at community celebrations
- Issue proclamations for a variety of public purposes (does not require Council approval)
- Featured speaker before professional organizations, school assemblies and neighborhood groups
- Interviewed, photographed and otherwise involved in media events
- Represents the city in a wide circle of external relationships within the Federal, State, County and Local political arenas

When authorized by the City Council ~ sign all official documents:

- Ordinances
- Resolutions
- Conveyances
- Grant agreements
- Official plats
- Contracts
- Bonds

The Mayor shall perform such other duties consistent with the City Charter or as may be imposed upon him/her by the City Council.

## ROLE OF THE MAYOR PRO TEM

- Acts as Mayor during the disability or absence of the Mayor
- In this capacity, shall have the same rights as conferred upon the Mayor

- 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.

City Council member Seniority in absence of Mayor and Mayor Pro Tem

If the Mayor and Mayor Pro-tem are absent; then the Councilmember with the most seniority shall preside over the meetings of the City Council. *(per City Attorney ruling)*

## **CITY OF HUTTO CITY COUNCIL AGENDA**

**AGENDA ITEM NO.:** 9B. **AGENDA DATE:** May 19, 2016

**PRESENTED BY:** Micah Grau, Assistant City Manager

**ITEM:** Consideration and possible action on directing the City Manager to cancel the fire services analysis study.

**STRATEGIC GUIDE POLICY:** Growth Guidance

**ITEM BACKGROUND:**

This item was requested by Councilmember Anne Cano and Councilmember Lucio Valdez.

Following a work session with the City Council in March 2016, the City contracted with the Center for Public Safety Management (CPSM) to conduct an analysis of fire services in the City of Hutto. This study includes:

- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;
- Conduct a data-driven forensic analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.

The purpose of the study is to answer these questions:

- What is the ideal service delivery model for Hutto?
- Based on trends in Hutto calls, what services are needed to be provided in Hutto?
- What are the calls for service in Hutto?
- When is an additional fire station needed?
- What sustainable funding options are recommended for fire operations?

The goal of this study is to provide the City Council with the data they need in order to make decisions regarding the future of fire services in Hutto. City staff has requested the assistance of the ESD#3 in performing the study. A request for information was submitted to Fire Chief Scott Kerwood on April 13, 2016. Chief Kerwood took the matter to the ESD#3 board on April 28, 2016, where the board voted to not provide the City with any of the information requested. The City is attempting to gather the information through the Texas Public Information Act. The City also submitted public information requests to Williamson County Emergency Services for call data.

In addition, Assistant City Manager Micah Grau requested clarification and additional information for the Council/ESD Task Force that was created last fall. Chief Kerwood told him he would have to request that information through the Public Information Act as well. A copy of the requests are attached.

**BUDGETARY AND FINANCIAL SUMMARY:**

The CPSM study is proposed to cost a total of \$30,656 plus a travel budget of \$3,300.

The ESD#3 and Williamson County may also charge the City for the requests made under the Public Information Act. The exact costs of this are unknown. Ken Campbell, ESD#3 Attorney, estimates that these costs will exceed \$1,000.

**RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:**

Not applicable.

**CITY ATTORNEY REVIEW:**

Not applicable.

**STAFF RECOMMENDATION:**

Not applicable.

**SUPPORTING MATERIAL:**

1. CPSM Study Contract
2. Emails with Chief Kerwood Part II
3. Emails with Chief Kerwood Part I
4. Email from Kerwood and John Sneed
5. Email with Williamson County
6. ORR ESD#3
7. ORR Williamson County

## Guidelines Identified in Ch. 176 of the Texas Local Government Code. Effective September 1, 2015.

Chapter 176 of the Texas Local Government Code was revised by H.B. 23 to broaden the requirements to disclose certain relationships between local government officers and vendors. A local government officer<sup>1</sup> shall file a conflicts disclosure statement with respect to a vendor if:

- (1) the vendor enters into a contract with the local governmental entity (city) or the city is considering entering into a contract with the vendor, and
- (2) the vendor
  - a. has an employment or other business relationship with the local government officer or a family member<sup>2</sup> of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that a contract has been executed or the city is considering entering into a contract with the vendor; or
  - b. the vendor has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that a contract has been executed or the local governmental entity is considering entering into a contract with the vendor, or
  - c. the vendor has a family relationship<sup>3</sup> with a local government officer (*new requirement*). Texas Local Government Code § 176.003(a).

A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of an officer if the gift is (1) a political contribution as defined by Title 15, Election Code, or (2) food accepted as a guest. Tex. Loc. Gov. Code § 176.003(a-1).

A vendor shall file a conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer; or
- (2) has given a local government officer of the local government entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100, excluding political contributions; or
- (3) Has a family relationship with a local government officer of that local governmental entity (*new requirement*)

The completed conflict of interest questionnaire must be filed with the appropriate records administrator of the city not later than the seventh business day after the later of:

- (1) The date the vendor
  - a. begins discussions or negotiations to enter into a contract with the local government entity; or
  - b. Submits to the local government entity an application, bid, correspondence, or other writing related to a potential contract; or
- (2) The date the vendor becomes aware
  - a. Of an employment or other business relationship with a local government officer, or a family member of the officer; or
  - b. That the vendor has given one or more gifts with the aggregate value of more than \$100; or
  - c. Of a family relationship with a local government officer

---

1) "Local government officer" means a member of the governing body of a local government entity, a person designated as the executive officer of the local governmental entity, or an employee of a local governmental entity who has the authority to approve contracts on behalf of the local governmental entity.  
2) "Family member" means a person related to another person within the first degree by consanguinity or affinity.  
3) "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity.  
4) "Consanguinity" means a relationship between a person and another person by blood; kinship.  
5) "Affinity" means a relationship between a person and another person by marriage or by ties other than those of blood.

## **CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES**

This Contract is made as of the **23 day of March, 2016** by and between the City of Hutto, a municipal corporation of the State of Texas, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 474 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

### **ARTICLE 2 - SCHEDULE**

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be **March 28, 2016**. The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments to the CONTRACTOR shall be sent to:

CPSM  
c/o Bastian Accounting, LLC  
P.O. Box 199  
Amherst, NY 14226

OR for ACH /Direct Deposits (Preferred)

Routing No. 052000113  
Account No. 9856252680

Invoices to the CITY should be sent to:

Name: Karen Daly, City Manager  
Address: 401 W. Front St. Hutto, TX 78634  
Email: Karen.Daly@huttotx.gov  
Phone: 512-759-4031

#### **ARTICLE 4 - TERMINATION**

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. ~~This is a legal-binding contract and cannot be terminated without cause.~~ After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

#### **ARTICLE 7 - INSURANCE REQUIREMENTS**

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

#### **ARTICLE 9 - LAW GOVERNING THIS CONTRACT**

The Contract shall be governed by the laws of the State of Texas. Any and all legal action necessary to enforce the Contract will be held in Williamson County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Dispute Resolution**

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

#### **ARTICLE 10 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

#### **ARTICLE 11 - EXCUSABLE DELAYS**

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES

to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

#### **ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 13 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

#### **ARTICLE 14 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

#### **ARTICLE 15 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

#### **ARTICLE 17 - MODIFICATIONS AND CHANGES**

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

**ARTICLE 18 - NOTICE**

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

Karen Daly  
City Manager  
401 W. Front St.  
Hutto, TX 78634

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development  
Center for Public Safety Management, LLC  
475 K Street NW, Suite 702  
Washington, DC 20001

**IN WITNESS WHEREOF**, the Parties hereto agreed to all that is written herein and included within Exhibit "A".

City OF Hutto, STATE OF TEXAS

**SIGNED**

BY: Karen Daly  
Print Name: Karen Daly  
Title: City Manager  
Date: 3.23.16

**ATTEST**

BY: [Signature]  
Print Name: Seth Gipson  
Date: 3-23-16

**CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)**

**SIGNED**

BY: 

Print Name: Leonard Matarese

Title: Managing Partner

Date:

# Proposal for Comprehensive Analysis of Fire / EMS Services Hutto, Texas



FIRE/EMS

OPERATIONS

C E N T E R F O R P U B L I C S A F E T Y M A N A G E M E N T

# CPSM

Center for Public Safety Management, LLC

475 K Street, NW Suite 702

Washington, DC 20001

[www.cpsm.us](http://www.cpsm.us)

716-969-1360

*Exclusive Provider of Public Safety Technical Assistance for  
International City/County Management Association*

## ICMA

*Leaders at the Core of Better Communities*

# CPSM

Center for Public Safety Management, LLC

March 1, 2016

Micah Grau  
City of Hutto  
401 W. Front Street  
Hutto, TX 78634

Dear Mr. Grau:

The *Center for Public Safety Management, LLC*, the exclusive provider of public safety technical assistance for the *International City/County Management Association*, is pleased to submit this proposal for an analysis of Fire services for Hutto, Texas. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies. In general, our analysis involves the following major outcomes:

- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency and improved performance;
- Conduct a data-driven forensic analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.

For this project, we will also seek to answer the following questions:

- What is the ideal service delivery model for Hutto?
- Based on trends in Hutto calls, what services are needed to be provided in Hutto?
- What are the calls for service in Hutto?
- When is an additional fire station needed?
- What sustainable funding options are recommended for fire operations?

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at

[lmatarese@cpsm.us](mailto:lmatarese@cpsm.us). You may also contact my business partner Thomas Wieczorek at 616-813-3782 or [twieczorek@cpsm.us](mailto:twieczorek@cpsm.us)

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Matarese', with a long horizontal flourish extending to the right.

Leonard A. Matarese, ICMA-CM, IPMA-HR  
Director, Research and Project Development  
*Center for Public Safety Management, LLC*

# The Association & The Company

## **International City/County Management Association (ICMA)**

The International City/County Management Association (ICMA) is a 100 year old, non-profit professional association of local government administrators and managers, with approximately 9,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to its citizens in an efficient and effective manner. Our work spans all of the activities of local government – parks, libraries, recreation, public works, economic development, code enforcement, Brownfield's, public safety, etc.

ICMA advances the knowledge of local government best practices across a wide range of platforms including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state and federal governments as well as private foundations. For example, we are involved in a major library research project funded by the Bill and Linda Gates Foundation and we are providing community policing training in Panama working with the U.S. State Department. We have personnel in Afghanistan assisting with building wastewater treatment plants and have teams in Central America providing training in disaster relief working with SOUTHCOM.

The **Center for Public Safety Management (CPSM)** is one of three Centers within the Information and Assistance Division of ICMA providing support to local governments in the areas of police, fire, EMS, Emergency Management and Homeland Security. In addition to providing technical assistance in these areas we also represent local governments at the federal level and are involved in numerous projects with the Department of Justice and the Department of Homeland Security. In each of these Centers, ICMA has selected to partner with nationally recognized individuals or companies to provide services that ICMA has previously provided directly. Doing so will provide a higher level of services, greater flexibility and reduced costs in meeting member's needs as we will be expanding the services that ICMA can offer to local government. For example, The Center for Performance Management (CPM) is now working exclusively with SAS, one of the world's leaders in data management and analysis. And the Center for Strategic Management (CSM) is now partnering with nationally recognized experts and academics in local government management and finance.

The Center for Public Safety Management maintains the same team of individuals performing the same level of service that it has for the past seven years. The contracting entity will be "**Center for Public Safety Management, LLC**" (CPSM). This entity will be the exclusive provider of public safety technical assistance for ICMA and will continue to provide training and research for the Association's members and will represent ICMA in its dealings with the federal government and other public safety professional associations.

CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 200 such studies in 36 states and 155 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

Thomas Wieczorek is the Director of the Center for Public Safety Management. Leonard Matarese serves as the Director of Research & Program Development. Dr. Dov Chelst is the Director of Quantitative Analysis. Mike Iacona is the Senior Manager for Fire/EMS.

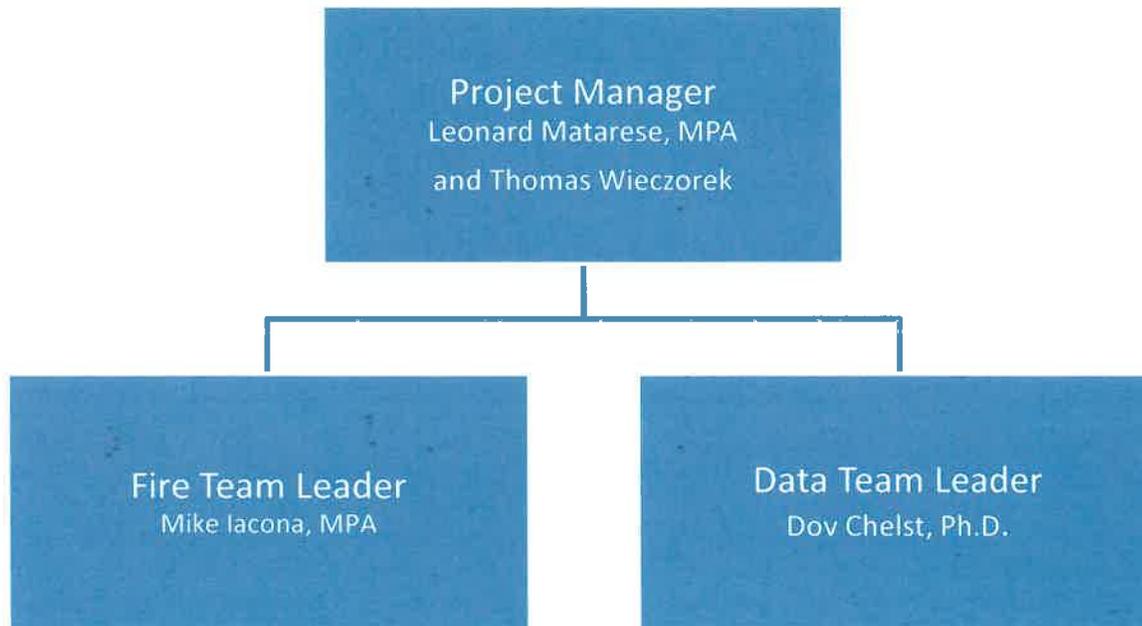
# Project Staffing

The proposal will look at the fire and EMS services of Hutto, Texas. Specifically, the CPSM team will look at answers for the following questions, understanding that fire services do not currently provide transport for EMS:

- What is the ideal service delivery model for Hutto?
- Based on trends in Hutto calls, what services are needed to be provided in Hutto?
- What are the calls for service in Hutto?
- When is an additional fire station needed?
- What sustainable funding options are recommended for fire operations?

For this project, the CPSM has assembled a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a Project Manager, two Team Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the community.

**The management organizational chart for the project includes the following Key Team Members:**



## **Project Manager**

### **Director of Research and Project Development, Center for Public Safety Management, LLC**

**Leonard Matarese, MPA, ICMA-CM, IPMA-CP**

- **Background**

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with particular attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and also as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association- Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police.

## **Data Assessment Team**

### **Center for Public Safety Senior Team Members**

#### **Dov Chelst, Ph.D., Director of Quantitative Analysis**

- **Background**

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

### **Senior Manager**

#### **Gang Wang, Ph.D., Fire & EMS Services Data Analyst**

- **Background**

Gang Wang received the dual bachelor degrees in industrial design and management science, and the M.S. in information system from Chongqing University in China and the Ph.D. degree in industrial engineering from Wayne State University. He has five years' experience in enterprise information system and eight years' experience in data analysis and applied mathematical modeling. He has rich experience in areas of automotive, travel and public safety with particular emphasis in fire / EMS analysis. He has published a book chapter and several journal articles.

### **Senior Public Safety Subject Matter Expert**

#### **David Martin, Ph.D., Senior Researcher in the Center for Urban Studies, Wayne State University**

- **Background**

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

## **Operations Assessment Team – Fire Unit**

### **Director, Center for Public Safety Management, LLC**

**Thomas Wieczorek, Retired City Manager Ionia, MI; former Executive Director  
Center for Public Safety Excellence**

- **Background**

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.). He has taught a number of programs at Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), and Grand Rapids Junior College. He has testified frequently for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government Manager's Association; served as the vice-chairperson of the Commission on Fire Officer Designation; and serves as a representative of ICMA on the NFPA 1710 career committee.

He most recently worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the NFPA 1710 and 1730 Standards Committees and is a board member on the International Accreditation Service, a wholly owned subsidiary of the International Code Council.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

## **Senior Manager of Fire and EMS**

**Chief Mike Iacona, MPA, Fire Chief/Director Flagstaff Fire Department,  
Flagstaff Arizona; former Director and Fire Chief , Orange County, Florida  
Fire Rescue Department.**

- **Background**

Chief Iacona has 38 years of fire service experience, with the last 17 years as Fire Chief. He currently serves as fire chief for the City of Flagstaff, Arizona and has held this position since 2002. Prior to this, he was the Director of Orange County Fire Rescue, Florida, which included oversight of the County's emergency management functions. In addition to duties associated with fire chief, he has served in various capacities, rising through the ranks from fire fighter/paramedic to chief fire officer. Mike has led a fire training division, was the Chief of Operations, served as Emergency Manager in EOC Operations, was Chief Negotiator in multiple IAFF Contract deliberations. He has supervised the development of several fire master plans, was a volunteer fire fighter coordinator, led multiple fire code adoption processes, was in charge of personnel and payroll functions and implemented fire impact fees. He also

has wildland fire experience, supervising a fuel management program, the adoption of a Wildland Interface Code, and the adoption of a Community Wildfire Protection Plan (CWPP).

Chief Iacona holds a Master's Degree in Public Administration and did his undergraduate work in Urban Planning at Florida Atlantic University, in Boca Raton, FL. He is a graduate of the National Fire Academy's Executive Fire Officer Program and attended The Program for Senior Executives in State and Local Government at the Harvard Kennedy School.

## Senior Associate

**Chief Joseph Pozzo, MPA, CFO, Retired. Former Deputy Director, Volusia County Department of Public Protection; former Director and Fire Chief, Volusia County, Florida, former Fire Chief, Loudon County, Virginia, former Fire Chief Portsmouth, Virginia.**

- **Background**

Chief Pozzo serves as the Senior Manager for Fire and EMS for the Center for Public Safety Management, LLC. Chief Pozzo enjoyed a thirty-four (34) year career in public service before joining the CPSM team. Chief Pozzo took a leave of absence in 2014 from the Center for Public Safety Management to assist the City of Port Orange, FL transition the fire department from the city's public safety administrative model. While in Port Orange, Chief Pozzo was responsible for the reformation of the fire department to include the operations and management of this career department that delivers fire, EMS first response, and emergency management services to over 56,000 citizens living within 27 square miles.

Chief Pozzo has served as the Deputy Director of the Department of Public Protection Volusia County, Florida, where he was responsible for the day-to-day operations of Fire, EMS, Emergency Management, Medical Examiner, Beach Safety, Corrections, and Animal Services. He was formerly Chief of the Volusia County Fire Services. This agency is a combination department providing fire suppression and EMS services with career firefighters and volunteer members. This agency operated out of 23 stations and the Daytona Beach International Airport.

Prior to Chief Pozzo's appointment in 2010 in Volusia County, he served as the Chief of the Loudoun County Department of Fire and Rescue. This agency is a combination fire and rescue system providing fire, rescue, and emergency management services to one of the fastest growing counties in the nation. The fire and rescue system during Chief Pozzo's tenure provided these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Fire, Rescue and Emergency Management services were executed through 450+ career staff and over 1300 volunteer members operating out of nineteen stations.

Prior to his appointment with Loudoun County, Chief Pozzo served as Chief of the Portsmouth Fire, Rescue and Emergency Services Department. This agency is one of the oldest professional departments on the eastern seaboard and served over 95,000 residents during Chief Pozzo's tenure. Chief Pozzo also served in the City of Virginia Beach, Va. Fire Department for 19

years reaching the level of Battalion Chief prior to embarking on his career as a Fire Chief/Director.

He holds a Master of Public Administration degree from Troy University where he graduated with honors, a B.A. in Public Administration from Saint Leo University and several associate degrees including an AAS in Fire Science and Protective Services and numerous technical certifications. He holds the *Chief Fire Officer Designation* from the Center for Public Safety Excellence and has served as an Adjunct Instructor for the Virginia Department of Fire Programs.

## Senior Associate

### **Gerard J. Hoetmer, MPA, retired Executive Director of Public Entity Risk Institute, Fairfax, Virginia**

- **Background**

Gerry Hoetmer is an expert in fire services, emergency management, and risk management. He served as the founding executive director of the Public Entity Risk Institute, a nonprofit organization that provided training, technical assistance, and research on risk management issues for local government and other public and quasi-public organizations. During his tenure as executive director he was a member of the National Academy of Sciences Disaster Roundtable. Prior to his position as executive director at PERI, Mr. Hoetmer worked at ICMA for 19 years, most recently as the director of research and development. He has written extensively on local government emergency management, the fire service, code enforcement, and risk management issues.

Seminal works include the first report to Congress on fire master planning and the first edition of *Emergency Management: Principles and Practices for Local Government*. In addition to providing expert testimony before Congress and local arbitration boards on fire staffing and scheduling issues, Mr. Hoetmer represented ICMA on the NFPA 1500 Standard on Occupational Safety and Health; NFPA 1201, the Standard for Providing Emergency services to the Public; and the NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Mr. Hoetmer has developed and conducted training programs and seminars at FEMA's Emergency Management Institute and the National Fire Academy in Emmitsburg, Maryland.

He holds a Bachelors from the State University of New York, New Paltz and the Master of Public Administration degree from the University of Colorado at Denver

## Senior Associate

### **Chief John (Jack) Brown (Ret.), BA, MS, EFO, Director, Arlington County Office of Emergency Management, Retired Assistant Chief Fairfax County Fire & Rescue Department**

- **Background**

Jack Brown's 40 year public safety career includes 29 years with the Fairfax County, Virginia Fire & Rescue Department, where he retired as Assistant Fire Chief of Operations. He served in a number of operational and staff positions, including the Office of the Fire Marshal where he attained NFPA certification

as a Fire Inspector II and Fire Investigator. As an investigator, he conducted post fire and post blast investigations, assisting in the prosecution of offences involving arson and illegal explosives. He served as a Planning Section Chief and Task Force Leader for the Fairfax County Urban Search and Rescue Task Force (VA TF-1). He deployed to Nairobi, Kenya as Plans Chief in response to the 1998 embassy bombing and as Task Force Leader on a deployment to Taiwan in response to an earthquake in 1999.

Upon his retirement from Fairfax County in 2000, he became the Assistant Chief for the Loudoun County Department of Fire, Rescue and Emergency Management, where he led a team of firefighters to the Pentagon on 9/11 and assisted the Arlington County Fire Department as the initial Planning Section Chief for the incident. Jack served as Planning Section Chief on a Northern Virginia multi-jurisdictional emergency management task force that reestablished the New Orleans Emergency Operations Center just after Hurricane Katrina. He retired from Loudoun County in 2006 to pursue a career in emergency management.

Brown retired from the Coast Guard Reserve as a Chief Warrant Officer 4, specializing in port safety and security, with 33 years of combined Army and Coast Guard Reserve service. After 9/11, he served on active duty for 47 months, including 15 months in the Middle East. He received the Bronze Star Medal for actions in Baghdad, Iraq while supporting combat operations during Operation Iraqi Freedom.

Brown holds a bachelor's degree in Fire Science Administration from the University of Maryland and a master's degree in Quality Systems Management from the National Graduate School, Falmouth, Massachusetts. He is a 1997 graduate of the National Fire Academy's Executive Fire Officer Program at the National Emergency Training Center, Emmitsburg, Maryland. He has been an adjunct professor at the Northern Virginia Community College and the University of the District of Columbia in the Fire Science curriculums. He is a graduate of the Executive Leadership Program in the Center for Homeland Defense and Security at the Naval Postgraduate School, Monterey, California.

# Project Schedule

## **Milestone 1 – Full execution of the agreement**

Agreement will identify Project Launch date.

## **Milestone 2 – Project Launch**

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering. Thomas Wiczorek will visit the City during the first 30 days to begin interviews with citizens and the Authority Having Jurisdiction.

## **Milestone 3a – Information Gathering and Data Extraction- 30 Days**

Immediately following project launch, the operations leads will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

## **Milestone 3b – Data Extraction and Analysis – 14 Days**

Also immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

## **Milestone 3c – Data Certification – 14 days**

## **Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days**

Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to the department for review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

## **Milestone 4b – Departmental Review of Draft Data Report – 14 days**

The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

## **Milestone 4c – Final Data Report – 10 days**

After receipt of the department's comments, the data report will be finalized within 10 days.

## **Milestone 5 – Conduct On-Site Visit – 30 days**

Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

## **Milestone 6 – Draft Operations Report – 30 days**

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again the department will have 10 days to review and comment.

## **Milestone 7 – Final Report 15 days**

Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

**TOTAL ELAPSED TIME: 105 - 135 days**

# The CPSM Approach: Fire/EMS

## **Operations Review**

Using information analyzed by the data team, an operational assessment by CPSM technical experts will be conducted to evaluate the deployment of emergency resources.

The CPSM team will evaluate equipment, maintenance, records, policies, procedures, mapping, implemented technology and innovations, facilities, training, and staff to create recommendations for future service delivery.

The team will meet with elected and appointed officials as well as identified community leaders to determine the outcome they are seeking from deployment of resources.

Observations and recommendations will be developed around key performance and analysis areas in the completion of the report and include:

- Comprehensive Data Analysis
  - Incident Type Workload
  - Response Time
  - Unit Workload
  - Analysis of Busiest Hour
- Governance and Administration
  - Organizational Structure
  - Organizational Leadership
  - Staffing and Deployment
  - External Relationships
- Financial Resources (Operating and Capital Resources)
- Risk Management/All hazards approach to community protection

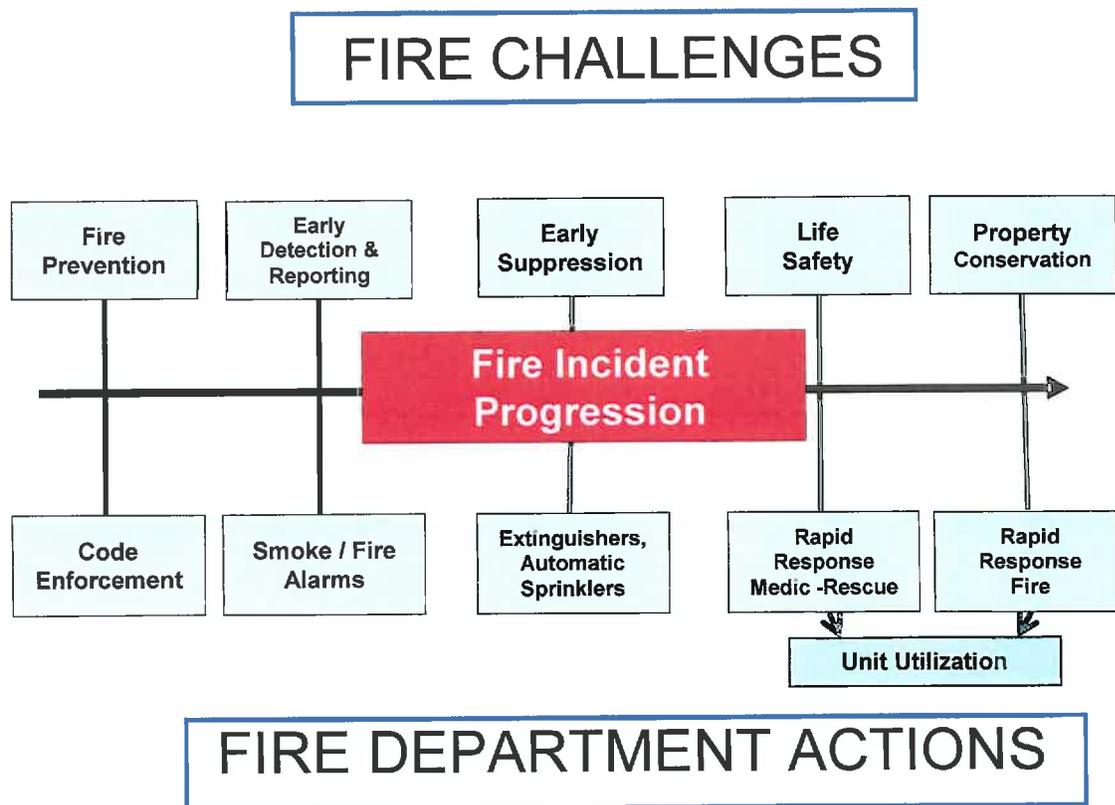
Using GIS technology we will review the current locations of deployed equipment and stations with recommendations developed for the future. Key to making these determinations will be response time for dispatched units and call density.

The CPSM data team has created a methodology for determining resource utilization that quantifies the maximum and minimum deployment of personnel and equipment. It is unlike any other approach currently used by consultants and is indicative of the desire by CPSM to deliver the right resources at the right time.

## **Fire Suppression Services**

Fire departments staff their stations and train their personnel to respond to a wide array of fire and vehicular accident emergencies. In addition, many departments use the long intervals between calls for service for a variety of fire prevention, training and station activities. Research in the United Kingdom as well as by FEMA has shown that the most cost-effective approach to fire deployment is the elimination of calls. If a call is received, eliminating hazards decreases the risk faced by first responders and may result in a more positive outcome. These preventive strategies should include building effective code enforcement and fire prevention activities as well as strong public education programs promoting smoke detectors fire extinguisher use and placement in homes and businesses. The effort may also include early fire suppression through

the use of automatic sprinkler systems and other fire protection systems. All of these prevention and response challenges are illustrated below.



The resulting data study CPSM completes will gather and analyze data on the efficiency and effectiveness of the current deployment on the fire runs. Resource utilization will be quantified for concentration, location, and unit utilization.

The study will also analyze fire call data to provide a comprehensive review of how fire services are delivered to the community including a detailed analysis of workloads and response times. The analysis of the workloads should begin with an in-depth study of the types of calls handled and their severity. The goal of this data gathering would be to explicate the fundamental nature of the fire challenge faced by the Fire Department.

The study will pay special attention to fires reported in residences or buildings. Some examples of questions to be answered as a part of the study include: What was the average response time of the first arriving fire suppression unit capable of deploying extinguishing agent? How long did the engine companies work at the scene?

For each call type, we will determine the time spent on-scene and the manpower personnel who worked the scene. This data will be aggregated to determine an overall average total time spent on fire calls per 24-hour period and by shift for each engine company. It will document any dramatic variations by time of day and day of week as well as seasonal variations. It will also require the review the department's non-emergency productive hours that fire personnel carry out between emergency calls. The study will also analyze data to determine the proportion of calls and the associated workload that arise within the community's borders compared to mutual aid calls.

Response time is an important statistic in emergency service systems. We will determine:

- Average response time of first arriving fire suppression unit capable of deploying extinguishing agent.
- Distribution of response times for different call categories
- Response time for the second arriving engine company, where possible

We will also identify and review calls that experienced unusually long response times.

# Analysis of the Busiest Hours of the Year

Fire departments often speak of the "worst case scenario" or "resource exhaustion" when developing staffing and deployment plans. In reality, an agency can never staff for the worst case scenario, because whatever situation can be envisioned, there can always be a more serious event that can be planned.

What is needed to make staffing and apparatus decisions is a clear understanding of what levels of demand can reasonably be expected over specific periods of time in a specific jurisdiction. For example, what are the busiest calls for service times over a one year period and what levels of staffing and apparatus were needed to handle this workload?

To answer this question requires a detailed analysis of calls for service, broken down minute by minute, identifying which units were busy and how many units remained available to respond to a new call for service. More sophisticated analysis can take into consideration available mutual aid resources.

There is significant variability in the number of calls from hour to hour. One special concern relates to the fire resources available for the highest workload hours. We tabulate the data for each of 8760 hours in the year. We identify how often the fire department will respond to more than a specified number of calls in an hour. In studying call totals, it is important to remember that an EMS run typically lasts, on average, a different amount of time than a fire category call.

## Example of "Busiest Hour Analysis"

What follows is an example of a CPSM study of a fire department with 17 units staffed all the time. For the vast majority of these high volume hours, the total workload of all units combined is equivalent to 3 or fewer units busy the entire hour. For the ten highest volume hours, 0.1% of the hours, the total workload exceeded 3 hours. All of these high volume hours occurred between 10 a.m. and 9 p.m.

The hour with the most work was between 1000 and 1100 on September 12, 2009. The 21 calls involved 34 runs. The combined workload was 417 minutes. This is equivalent to 7 firefighting units being busy the entire hour. However, in the City there are 17 units staffed all of the time. During the worst portion of the hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

The hour with the most calls was between 1400 and 1500 on October 13, 2009. The 23 calls involved 28 runs. The combined workload was 379 minutes. This is equivalent to between 6 and 7 firefighting units being busy the entire hour. However, in the city there are 17 units staffed all of the time. During the worst portion of the hour, there were always at least 7 units still available to respond immediately. Only 3 of the 17 units were busy more than 30 minutes during this hour.

**Table 1. Frequency Distribution of the Number of Calls**

Number of Calls in an Hour	Frequency
0-5	6397
6-10	2263
11-15	98
16 or more	2

Observations:

- A total of 6,397 hours (73%) in a year have received 0-5 calls.
- A total of 2,263 hours (25.8%) in a year have received 6-10 calls.
- A total of 100 hours (1.2%) in a year have received 11 or more calls.

**Table 2. Top Ten Hours with the Most Calls Received**

HOURS	Number of Calls	Number of Runs	Total Busy Minutes
13-Oct-2009 1400	23	28	379
12-Sep-2009 1000	21	34	417
20-Jun-2009 2000	15	16	252
02-Feb-2009 1900	15	16	213
10-Jul-2009 1000	14	15	226
15-Feb-2009 1900	14	20	317
29-Jul-2009 1700	14	18	274
23-Feb-2009 1100	14	15	180
17-Mar-2009 1500	14	17	193
01-Mar-2009 1800	13	14	185

**Table 3. Deployed Minutes by Unit for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009**

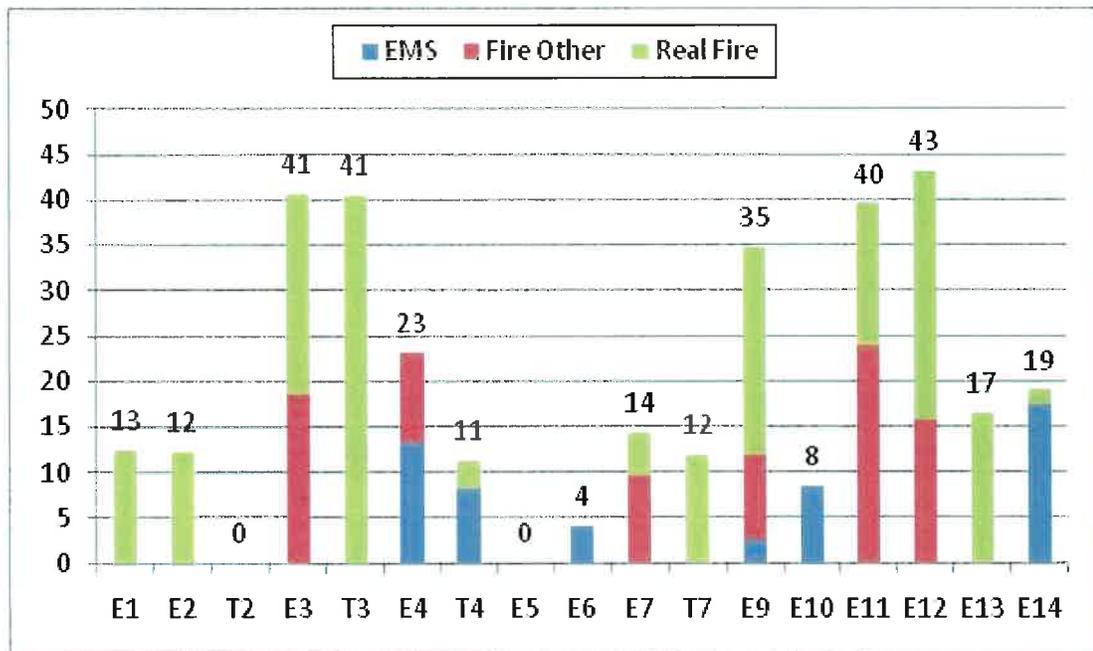
Station	1		2		3		4		5		6		7		9		10		11		12		13		14		Number of Units		
	E1	E2	T2	E3	T3	E4	T4	E5	E6	E7	T7	E9	E10	E11	E12	E13	E14	Busy	Free										
0-5																											1	16	
5-10		1.9		0.7																							3	14	
10-15	3.1	5		5								3.7		0.6	4.8											5	7	10	
15-20	5	4.3		5	0.5							5		5	4.4											5	8	9	
20-25	4.4	1.1		4.4	5							3.8		5	5											7	10		
25-30				5	5							5		5	5											5	5	12	
30-35				4.6	5							5		5	2.7											5	5	12	
35-40				5	5	3.1						5		5	1.3											6	11		
40-45				5	5	5				1.2		0.7	0.7	4.9	5	1.6										9	8		
45-50				5	5	5	1.8			5	1.8		1.9	1.6	5	4.9	1.7									11	6		
50-55				0.9	5	5	4.5		3.3	5	5	2.5	0.8	2.5	5	5										12	5		
55-60					5	5	5		0.8	3.1	5	4.1	5	5	5	5										11	6		
<b>Total</b>	<b>12.5</b>	<b>12.3</b>	<b>0.0</b>	<b>40.6</b>	<b>40.5</b>	<b>23.1</b>	<b>11.3</b>	<b>0.0</b>	<b>4.1</b>	<b>14.3</b>	<b>11.8</b>	<b>34.8</b>	<b>8.4</b>	<b>39.6</b>	<b>43.2</b>	<b>16.5</b>	<b>19.0</b>												

Note: The numbers in the cells are the busy minutes within the 5 minute block. The cell values greater than 2.5 are coded as red.

Observations:

- Between 10 a.m. and 11 a.m. on September 12, 2009, the fire department responded to 21 calls and dispatched 34 units to these calls.
- In the city there are 17 units staffed all of the time. During the worst portion of this hour, there were always at least 5 units still available to respond immediately. Only 5 of the 17 units were busy more than 30 minutes during this hour.

Figure 1. Workload by Unit and Call Type for the Hour between 10 a.m. and 11 a.m. on 12-Sep-2009



Observations:

- Engine companies E3, E11 and E12 were busy more than 40 minutes during this hour.
- Truck T3 was busy more than 40 minutes during this hour.
- Eleven units were busy less than 20 minutes. Two units responded to no calls.

## Proposed Fees

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the fire and EMS departments for \$30,656 exclusive of travel. The project would be billed in three installments: 40% within 14 days of signing the contract; 40% with delivery of the fire and EMS draft data analysis; 20% with delivery of the final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.

A travel budget of \$3,300 is proposed.

### **Deliverables**

Draft reports for fire/EMS will be provided for department review in electronic format.

In order to be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the City desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,000 per day/per person along with reimbursement of travel expenses.

## Conclusion

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, the *Center for Public Safety Management* acts as a trusted advisor, assisting local governments in an objective manner. In particular, CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

## Micah Grau

---

**From:** Scott Kerwood <sdkerwood@huttofirerescue.org>  
**Sent:** Friday, May 06, 2016 2:51 PM  
**To:** Micah Grau  
**Cc:** Rob Bocanegra  
**Subject:** Re: Additional Public Information Request

That is what I was looking for. Thanks. As for the joint study information we are not going to provide that until after the ORR stuff is done. When you look at the ORR data then you can determine what the task force needs. Thanks for getting back with me.

SDK

On Fri, May 6, 2016 at 2:01 PM, Micah Grau <[Micah.Grau@huttotx.gov](mailto:Micah.Grau@huttotx.gov)> wrote:

I'm not sure what you meant by submitting it formally. The only requirement for submitting a public information request is that it be done so in writing. I have put it on the City's letterhead if that is what you meant (attached).

The consultant is not part of the joint study. That is why I broke out the requests in the email.

This is for the Joint Task Force:

For the Joint ESD/Council Task Force, I would like to request:

- The total number of annual calls per year from 2006 – 2015, or as far back as is readily available.
- A breakdown in the number of calls coded as “fire” for 2015. For example, the attached report provided by the ESD lists 271 calls as fire. Can any further description be provided (i.e. structure fire, car fire, fire alarm, etc.). I'm trying to provide more information in the report on what constitutes a fire call.
- Number of fire inspections performed for FY15 within the City of Hutto limits and outside the City limits.

This is for the CPSM study:

For the fire services study that the City is conducting, I would like to request:

Information stored within the FireHouse data system. The information includes all fields within the following tables. I am requesting this data from December 31, 2014 through April 30, 2016.

- Inc\_main – the main incident table
- Inc\_unit – the unit information table

- Inc\_act – the table showing actions taken (no times or dates are recorded)
- Ems\_main – main medical information (the department may not record this information)
- Ems\_ptnt – ems patient information

The City's consultant Don Chelst is available to help pull this data from the FireHouse data system. He can be reached at [732-236-4960](tel:732-236-4960) or by email at [dchelst@cpsm.us](mailto:dchelst@cpsm.us).

## Micah Grau

Assistant City Manager

[\(512\) 759-4032](tel:512-759-4032)

[Micah.Grau@huttotx.gov](mailto:Micah.Grau@huttotx.gov)



**From:** Scott Kerwood [mailto:[sdkerwood@huttofirerescue.org](mailto:sdkerwood@huttofirerescue.org)]  
**Sent:** Friday, May 06, 2016 11:37 AM  
**To:** Micah Grau <[Micah.Grau@HuttoTX.gov](mailto:Micah.Grau@HuttoTX.gov)>  
**Cc:** Rob Bocanegra <[rbocanegra@huttofirerescue.org](mailto:rbocanegra@huttofirerescue.org)>  
**Subject:** Re: Additional Public Information Request

I thought your consultant was not part of the joint study. Are the two being mixed together? That is what it appears.

SDK

On Fri, May 6, 2016 at 11:26 AM, Micah Grau <[Micah.Grau@huttotx.gov](mailto:Micah.Grau@huttotx.gov)> wrote:

Chief Kerwood,

I would like to request the following additional information.

For the Joint ESD/Council Task Force, I would like to request:

- The total number of annual calls per year from 2006 – 2015, or as far back as is readily available.
- A breakdown in the number of calls coded as “fire” for 2015. For example, the attached report provided by the ESD lists 271 calls as fire. Can any further description be provided (i.e. structure fire, car fire, fire alarm, etc.)
- Number of fire inspections performed for FY15 within the City of Hutto limits and outside the City limits.

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Information stored within the FireHouse data system. The information includes all fields within the following tables. I am requesting this data from December 31, 2014 through April 30, 2016.

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- Ems\_ptnt – ems patient information

The City’s consultant Don Chelst is available to help pull this data from the FireHouse data system. He can be reached at [732-236-4960](tel:732-236-4960) or by email at [dchelst@cpsm.us](mailto:dchelst@cpsm.us).

Please let me know if any clarification is needed.

Sincerely,

Micah Grau

**Micah Grau**

Assistant City Manager

[\(512\) 759-4032](tel:512-759-4032)

Micah.Grau@huttotx.gov



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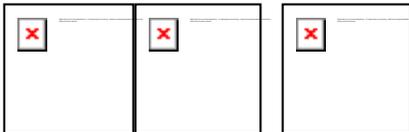
Scott D. Kerwood

Fire Chief  
Hutto Fire Rescue  
501 Exchange  
PO Box 175  
Hutto, TX 78634

[512-759-2616](tel:512-759-2616) (W)

[512-846-1946](tel:512-846-1946) (F)

[www.huttofirerescue.org](http://www.huttofirerescue.org)



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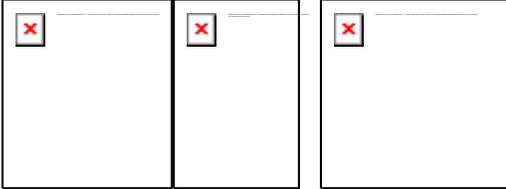
# Scott D. Kerwood

Fire Chief  
Hutto Fire Rescue  
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PO Box 175  
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## Micah Grau

---

**From:** Scott Kerwood <sdkerwood@huttofirerescue.org>  
**Sent:** Thursday, April 14, 2016 11:13 AM  
**To:** Micah Grau  
**Subject:** Re: City Fire Study

My office.

On Thu, Apr 14, 2016 at 10:57 AM, Micah Grau <[Micah.Grau@huttotx.gov](mailto:micah.grau@huttotx.gov)> wrote:

I will see you at 2. Do you want to come here or meet at your office?

### Micah Grau

Assistant City Manager

[\(512\) 759-4032](tel:5127594032)

[Micah.Grau@huttotx.gov](mailto:micah.grau@huttotx.gov)



**From:** Scott Kerwood [mailto:[sdkerwood@huttofirerescue.org](mailto:sdkerwood@huttofirerescue.org)]  
**Sent:** Thursday, April 14, 2016 9:26 AM  
**To:** Micah Grau <[Micah.Grau@HuttoTX.gov](mailto:micah.grau@huttoTX.gov)>  
**Cc:** Maryann buchanan <[mabuchanan@huttofirerescue.org](mailto:mabuchanan@huttofirerescue.org)>  
**Subject:** Re: City Fire Study

I can meet with you at 2 pm on Friday.

On Wed, Apr 13, 2016 at 7:00 PM, Micah Grau <[Micah.Grau@huttotx.gov](mailto:micah.grau@huttotx.gov)> wrote:

Chief,

We are getting the ball rolling on the study that you heard referenced during the ESD work session in early March. I have several requests for information that I am coordinating. Would you be want to get together on Thursday or Friday of this week to discuss? I will be out at a class all next week. The ESD's participation and assistance in the study would make it go smoother, but I can try to get the information through other means if it is too burdensome.

I've attached the scope of the study. I hope that the results of it will be beneficial for both the ESD and the City. Data needs from the ESD are:

- Organization charts
- Itemized cost of employee benefit package
- Overtime reports specifying work performed and dollar amount expended
- Daily staffing assignment
- Rules and regulations, uniform and civilian (Rule Book)
- Policies and Procedures, uniform and civilian (SOPs)
- Representative samples of log sheets, activity reports for department activities such as inspections, public education, and special events
- Department training schedule providing topics covered and training hours
- Motorized vehicle list
- Fixed asset list/inventory
- Inter-local agreements
- Workers compensation report (line of duty injuries), average time lost per year
- Sick leave report with average sick time used per year
- Compensation time on books earned by personnel
- Most recent NFIRS annual report
- Any technical assistance or personnel staffing analysis reports
- Pending grant applications
- Grant awards received in last 3 years

I believe the data request is for the most recent 12 months (March 2015 – current). I'll double check.

Sincerely,

Micah

**Micah Grau**

Assistant City Manager

[\(512\) 759-4032](tel:5127594032)

[Micah.Grau@huttotx.gov](mailto:Micah.Grau@huttotx.gov)



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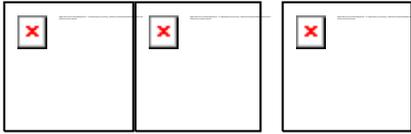
Scott D. Kerwood

Fire Chief  
Hutto Fire Rescue  
501 Exchange  
PO Box 175  
Hutto, TX 78634

[512-759-2616](tel:5127592616) (W)

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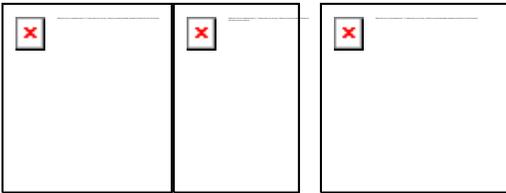
Scott D. Kerwood

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## Micah Grau

---

**From:** Scott Kerwood <sdkerwood@huttofirerescue.org>  
**Sent:** Thursday, April 14, 2016 9:24 AM  
**To:** John Sneed  
**Cc:** Richard Semple; Scott Parker; Kenny Schnell; Micah Grau  
**Subject:** Re: Request from the City of Hutto

Hi John;

Thanks for this information. Any request for information about Hutto Fire Rescue and the activities of Hutto Fire Rescue need to be made to me by the City of Hutto. This includes any run data, run locations, etc. Please contact me if you have any questions. Thanks.

SDK

On Wed, Apr 13, 2016 at 5:35 PM, John Sneed <[jsneed@wilco.org](mailto:jsneed@wilco.org)> wrote:

Dear Chief Kerwood:

Attached is a copy of a request for information as to EMS/Fire calls within the City Limits of Hutto. Some of the information requested is from software programs that I do not have access to ( TFIRS/NFIRS, software, etc. ). Can you please assist me in gathering this information, at your earliest convenience, so we can fulfill the request?

Before we release any information that has been requested it will be reviewed by Fire, EMS and Communications to ensure that we have not violated any HIPAA or CJIS rules and regulations. Once the report has cleared the HIPAA and CJIS compliance review, I will submit the final report to you for approval, and your consent, to release the information to the City.

Sincerely,

John

*John Sneed*

Senior Director

Williamson County Emergency Services

911 Tracy Chambers Lane

Georgetown, TX 78626

[512-864-8210](tel:512-864-8210)

[jsneed@wilco.org](mailto:jsneed@wilco.org)

## Live Simply – Give More – Expect Less

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---

**From:** John Sneed

**Sent:** Wednesday, April 13, 2016 1:32 PM

**To:** Richard Semple <[rsemple@wilco.org](mailto:rsemple@wilco.org)>; Scott Parker ([sparker@wilco.org](mailto:sparker@wilco.org)) <[sparker@wilco.org](mailto:sparker@wilco.org)>; Kenny Schnell ([KSchnell@wilco.org](mailto:KSchnell@wilco.org)) <[KSchnell@wilco.org](mailto:KSchnell@wilco.org)>; 'Micah Grau' <[Micah.Grau@HuttoTX.gov](mailto:Micah.Grau@HuttoTX.gov)>

**Subject:** Request from the City of Hutto

Dear Richard:

I had a very good meeting with Karen Daly and Micah Grau from the City of Hutto. They have been directed by the City Council to do a study on Fire/EMS calls within their City Limits.

I have attached a letter from CPSM that describes the information that they have requested. Please let me know if you can produce these reports for them and what the anticipated time line might be. I have sent this to Scott and Kenny to ensure that we do not violate any CJIS and or HIPAA compliance issues.

I have attached Micah Grau's business card as he would like to visit with you about how this information can be delivered. Please feel free to contact me if you should have any questions or concerns.

Sincerely,

John

*John Sneed*

Senior Director

Williamson County Emergency Services

911 Tracy Chambers Lane

Georgetown, TX 78626

[512-864-8210](tel:512-864-8210)

[jsneed@wilco.org](mailto:jsneed@wilco.org)

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**From:** [scan123@wilco.org](mailto:scan123@wilco.org) [<mailto:scan123@wilco.org>]

**Sent:** Tuesday, April 12, 2016 9:09 AM

**To:** John Sneed <[jsneed@wilco.org](mailto:jsneed@wilco.org)>

**Subject:** Attached Image

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Scott D. Kerwood

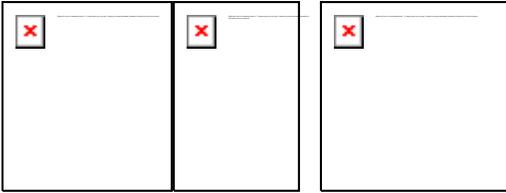
Fire Chief  
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## Micah Grau

---

**From:** Micah Grau  
**Sent:** Friday, May 06, 2016 2:12 PM  
**To:** 'Ruhee Leonard'  
**Cc:** John Sneed; Dianne Flores; 'Charlie Crossfield' (charlie@scrrlaw.com); Karen Daly  
**Subject:** RE: Request for Clarification - Public Information Act request to Williamson County Emergency Services PIA-2016-121  
**Attachments:** Inmain\_Incilog\_Samples.zip; Hutto - County ORR Response.pdf

Ms. Ruhee Leonard,

Attached is my response to your request for clarification. If any other clarification is needed, please do not hesitate to ask. I appreciate your assistance in this matter.

Sincerely,

Micah Grau

### Micah Grau

Assistant City Manager  
(512) 759-4032  
Micah.Grau@huttotx.gov



---

**From:** Ruhee Leonard [mailto:ruhee.leonard@wilco.org]  
**Sent:** Thursday, April 28, 2016 10:08 AM  
**To:** Micah Grau <Micah.Grau@HuttoTX.gov>  
**Cc:** John Sneed <jsneed@wilco.org>; Dianne Flores <DMFlores@wilco.org>  
**Subject:** re: Request for Clarification - Public Information Act request to Williamson County Emergency Services PIA-2016-121

Dear Mr. Grau:

Please find attached Williamson County's request for clarification.

Thank you for your attention to this matter. Have a wonderful day.

Sincerely,  
Ruhee G. Leonard  
Assistant County Attorney - Civil Division  
Williamson County Attorney's Office  
405 M.L.K. Street, Box 7  
Georgetown, Texas 78626

512-943-1111

512-943-1431 (fax)

Email: [ruheleonard@wilco.org](mailto:ruheleonard@wilco.org)

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**Mayor**  
Debbie Holland

**Mayor Pro-tem**  
Michael J. Smith

**Council Members**  
Anne Cano, Place 1  
Tom Hines, Place 2  
Ronnie Quintanilla-Perez, Place 3  
Lucio Valdez, Place 5  
Max V. Yeste, Place 6

**City Manager**  
Karen Daly

April 28, 2016

Fire Chief Scott Kerwood  
Hutto Fire Rescue/ESD#3  
501 Exchange Blvd.  
Hutto, TX 78634

Dear Chief Kerwood,

In compliance with the Texas Public Information Act, I request that Hutto Fire Rescue supply the information requested in my email to you dated April 13, 2016 (attached). Please provide all responsive documents in accordance with Section 552 of the Texas Government Code.

Per the Code, all information requested shall be delivered promptly to the requestor, generally within 10 business days of the request.

Thank you for your attention to this matter,

A handwritten signature in blue ink that reads 'Micah Grau'.

Micah Grau  
Assistant City Manager

Enclosure

## Micah Grau

---

**From:** Micah Grau  
**Sent:** Wednesday, April 13, 2016 7:01 PM  
**To:** Fire Chief Scott D. Kerwood  
**Subject:** City Fire Study  
**Attachments:** Center for Public Safety and Management (CPSM) - analyze fire calls and ....pdf

Chief,

We are getting the ball rolling on the study that you heard referenced during the ESD work session in early March. I have several requests for information that I am coordinating. Would you be want to get together on Thursday or Friday of this week to discuss? I will be out at a class all next week. The ESD's participation and assistance in the study would make it go smoother, but I can try to get the information through other means if it is too burdensome.

I've attached the scope of the study. I hope that the results of it will be beneficial for both the ESD and the City. Data needs from the ESD are:

- Organization charts
- Itemized cost of employee benefit package
- Overtime reports specifying work performed and dollar amount expended
- Daily staffing assignment
- Rules and regulations, uniform and civilian (Rule Book)
- Policies and Procedures, uniform and civilian (SOPs)
- Representative samples of log sheets, activity reports for department activities such as inspections, public education, and special events
- Department training schedule providing topics covered and training hours
- Motorized vehicle list
- Fixed asset list/inventory
- Inter-local agreements
- Workers compensation report (line of duty injuries), average time lost per year
- Sick leave report with average sick time used per year
- Compensation time on books earned by personnel
- Most recent NFIRS annual report
- Any technical assistance or personnel staffing analysis reports
- Pending grant applications
- Grant awards received in last 3 years

I believe the data request is for the most recent 12 months (March 2015 – current). I'll double check.

Sincerely,

Micah

**Micah Grau**

Assistant City Manager

(512) 759-4032

Micah.Grau@huttotx.gov

# BURNS ANDERSON JURY & BRENNER, L.L.P.

Attorneys and Counselors of Law  
A Limited Liability Partnership which includes Professional Corporations

Telephone: 512/338-5322  
Facsimile: 512/338-5363  
E-mail: [kcampbell@bajb.com](mailto:kcampbell@bajb.com)

From the Desk of:  
KEN CAMPBELL

April 28, 2016

**VIA CMRRR: 7014 3490 0000 5593 9562**

Micah Grau  
Assistant City Manager  
City of Hutto  
401 West Front Street  
Hutto, Texas 78634

RE: Public Information Act Request of April 28, 2016  
Our File No.: 019.15093

Dear Mr. Grau:

As you know, I am the attorney for Travis County Emergency Services District No. 3 (“District”), and I am in receipt of a request for public information (“Request”) from you pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code, dated April 28, 2016. Your Request was received by the District on April 28, 2016. This request is attached hereto as Exhibit A.

The Public Information Act (“Act”) does not require a governmental entity to calculate statistics, perform legal research, or to prepare answers to questions. *See* Texas Attorney General Opinion Nos. ORD-563 (1990), ORD-555 (1990). It is implicit in several provisions of the Texas Public Information Act that these provisions apply only to information already in existence. TEX. GOV’T CODE §§ 552.002, 552.021, 552.227, and 552.351. A governmental body is not required to buy additional hardware or software to accommodate an open records request. *See* TEX. GOV’T CODE § 552.228. If a governmental body is unable to provide the information in the requested format for any of the reasons outlined in § 552.228, TEX. GOV’T CODE, the governmental body shall provide the information in another medium that is acceptable to the requestor. *Id.* A governmental body is not required to use material provided by a requestor, such as a diskette or flash drive, but rather may use its own supplies to comply with a request. *Id.* It also is not required to purchase any software or hardware to accommodate the request. *Id.* The District anticipates that it will be able to provide you with a stick drive of the requested information, and please advise me in writing if this is acceptable.

The Act generally provides for allowable charges for copies of and access to public information. *See* § 552.261, 262, TEX. GOV'T CODE. In general, charges are allowed for copies of public information to recover the cost of materials, labor, and overhead. *Id.* A request for copies and/or printouts that result in more than fifty pages may also be assessed charges for labor, and overhead (which is calculated as a percentage of the labor total, and materials). 1 TAC § 70.3(d), (e), (i). In this case, the District, in good faith, believes your request will be in excess of fifty pages. In addition, it believes your request will require manipulation of data as that term is defined by applicable law.

A governmental body may recover labor charges to handle a public information request for paper copies if the responsive records will result in over 50 pages of paper copies, as well as charges for copies of records that are stored electronically.

The District is in the process of estimating the amount of charges that will apply to your request, including those where the District has requested clarification, and I anticipate this estimate will exceed \$1,000.00. If a request is estimated to exceed \$100.00, the District may also request that you deposit a percentage of the total estimated amount, pre-pay for your request, or provide a bond for the total amount. § 552.263, TEX. GOV'T CODE. A governmental body that requires a deposit, bond, or pre-payment may consider the request withdrawn if payment is not received within ten business days of the date it requests the deposit, bond, or pre-payment. *Id.*

The District is required to provide you detailed information if the charges for your request are likely to exceed \$40.00. It is anticipated that after your clarifications, as discussed below, the charges for your request are likely to exceed \$40.00. As a result, the District informs you:

1. The District will be providing you an itemized estimate of the expected cost for your request;
2. You may contact me in writing about an alternative method for providing the records you have requested that would be less costly, for example, you reviewing the records you are requesting before you require the District to make copies;
3. You have ten business days to provide the District with a written response to the estimate, once provided, stating: 1) the charges are accepted, 2) the request is modified, or 3) a complaint is filed with the Attorney General's office alleging overcharges for providing the copies; and,
4. That failure of you to respond to the itemized statement within ten business days will result in the automatic withdrawal of your request.

Further, when the documents have been compiled as outlined above, you may review the documents at the District's office prior to copies being made, if you desire. Please contact me to make the necessary arrangements once I notify you of their availability if you would like to review the documents before copies are made.

While it is not possible to certify at this time the amount of charges for the documents you have requested, please be advised the charges could exceed \$100.00. I would advise you that the Act requires that I notify you of the following:

- 1) There is an alternative, less costly method of viewing the records you have requested, which is simply reviewing the documents first before you make a request for copies;
- 2) You must provide me in writing a mailing, facsimile transmission, or electronic mail address to receive the itemized statement and it is your choice as to which type of address you prefer to provide;
- 3) Your request will be considered automatically withdrawn if you do not respond in writing to the itemized statement or any updated itemized statement in the time and manner required by § 552.2615, Texas Government Code; and,
- 4) You may respond to the statement by delivering the written response to me by mail, in person, by facsimile transmission, or by electronic mail.

If you request the District make copies of any documents without first reviewing them, you will be responsible for all charges incurred, whether the documents are what you desire or not. I need you to inform me immediately in writing if you would like the District to proceed with compiling and producing the requested documents and your re-affirmation of your willingness to pay all applicable charges for this service. As stated above, you can review the documents, inform me of which documents you would like copied, and I will then provide you with a statement for the applicable costs once the copies are actually completed. The copying will not occur on the same day as your review, as the District will be making any required copies after your clarification of the documents you require.

The District anticipates it will have an itemized estimate within twenty business days of your response to this correspondence, and it also certifies the records you have requested that are not subject to the requests for clarification will not be available before May 27, 2016, and only after response to the forthcoming itemized estimate of costs mentioned herein.

Thank you for your interest in the District, and I look forward to your written responses to the items outlined above. In the meantime, if you have any questions, please do not hesitate to call.

April 28, 2016  
Page 4

**BURNS ANDERSON JURY & BRENNER, L.L.P.**  
Attorneys and Counselors of Law

Sincerely,

BURNS ANDERSON JURY & BRENNER, L.L.P.



Ken Campbell  
KPC/

cc: Client



**Mayor**  
Debbie Holland

**Mayor Pro-tem**  
Michael J. Smith

**Council Members**  
Anne Cano, Place 1  
Tom Hines, Place 2  
Ronnie Quintanilla-Perez, Place 3  
Lucio Valdez, Place 5  
Max V. Yeste, Place 6

**City Manager**  
Karen Daly

May 3, 2016

Ken Campbell  
Burns Anderson Jury & Brenner, L.L.P.  
4807 Spicewood Springs Rd. Bldg 4 suite 100  
Austin, TX 78759

RE: Public Information Act Request of April 28, 2016  
File No: 019.15093

Dear Mr. Campbell,

I am in receipt of your letter dated April 28, 2016, responding to my request for information under the Texas Public Information Act. It is acceptable and preferred that the ESD#3 provide the data to me in response to my request on a stick drive as you mentioned in your response.

It is understood that the ESD#3 may charge me to recover labor charges and copies related to my request. I also understand that the ESD#3 may charge me a deposit based on an estimate of these charges. However, I did not see in your letter that a deposit was required at this time. You also detail that an itemized statement of my request will be made available. Please send that itemized estimate to [micah.grau@huttotx.gov](mailto:micah.grau@huttotx.gov). As offered, I would like the opportunity to review the responding documents before copies are made. In addition to myself, a consultant to the City may also view the records with me.

Lastly, in your letter, you reference on several occasions a request for clarification to my letter. However, I did not find any clarification requests within your letter pertaining to my public information request. Please advise if I have missed anything.

Sincerely,

A handwritten signature in blue ink that reads 'Micah Grau'.

Micah Grau  
Assistant City Manager

cc: Charlie Crossfield, City Attorney

First Assistant County Attorney  
Brandon Dakroub  
Of Counsel / Chief Civil Attorney  
Henry (Hank) Prejean  
Chief Criminal Prosecutor  
Brian Klas  
Chief Family Justice Attorney  
David Brown  
Chief Juvenile Prosecutor  
Michael Cox

DEE HOBBS  
COUNTY ATTORNEY

405 M.L.K. Street #7  
Georgetown, Texas 78626



Chief Office Administrator  
Stephanie Lloyd  
Chief of Staff  
Peggy Vasquez  
Investigators  
Melissa Hightower (Chief)  
Rudy Gonzalez  
W. Blake Plueckhahn  
Nathan Rowland  
John McKinney

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Phone (512) 943-1111 • Fax (512) 943-1431 • Website [www.wilco.org](http://www.wilco.org)

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April 27, 2016

**Via Electronic Mail**  
**([micah.grau@huttotx.gov](mailto:micah.grau@huttotx.gov))**  
Mr. Micah Grau

Re: Request for Clarification - *Public Information Act request to Williamson County  
Emergency Services*

Dear Mr. Grau:

With regard to the above-referenced matter, please allow this letter to serve as a request for clarification regarding your request for public information directed to the Williamson County Emergency Services which was forwarded to this office for review and response.

With regard to your request (dated 04/26/2016) please clarify the following:

- Dispatch location - Please clarify whether you are seeking dispatch location of the responding EMS, or the location of where the call originated from (e.g., an individual's home), or general municipality information of the originating call.
- Response time for call - Please clarify if you seek information on when a call was received, and the arrival time, or whether you seek only information pertaining to total time to respond to each call.
- Other responding jurisdictions: EMS or other fire jurisdictions – Your request asks for Hutto Fire Rescue/ESD #3 from March 2015 – Current. Please clarify which other jurisdictions and/or entities you seek to include in your request.
- Any other information that may be exported related to the call for service – Please clarify if you only seek information that we would release without the necessity of an Attorney General Open Records Ruling, or alternatively please identify what information you wish to seek.
- The Inmain call table – Please provide additional information on what you mean by an Inmain call table.





**Mayor**  
Debbie Holland

**Mayor Pro-tem**  
Michael J. Smith

**Council Members**  
Anne Cano, Place 1  
Tom Hines, Place 2  
Ronnie Quintanilla-Perez, Place 3  
Lucio Valdez, Place 5  
Max V. Yeste, Place 6

May 6, 2016

**City Manager**  
Karen Daly

Dee Hobbs, County Attorney  
405 MLK Street #7  
Georgetown, Texas 78626

RE: Public Information Act request to Williamson County Emergency Services

Dear Hobbs,

I am in receipt of your letter dated April 27, 2016, requesting clarification to my Public Information Request dated April 26, 2016. I will attempt to clarify each request in response to your questions below.

- Dispatch location – Please clarify whether you are seeking dispatch location of the responding EMS, or the location of where the call originated from (e.g., an individual's home), or general municipality information of the originating call.
  - o I am seeking information on the call origination. For calls, I am also seeking to know the origin location of the responding vehicles.
- Response time for call – Please clarify if you seek information on when a call was received and the arrival time, or whether you seek only information pertaining to total time to respond to each call.
  - o I am requesting information on when the call was received, the arrival time of any responding fire or EMS units, and the total time to respond to each call from the time the call was received to the units arrival.
- Other responding jurisdictions: EMS or other fire jurisdictions – Your request asks for Hutto Fire Rescue/ESD#3 from March 2015 – Current. Please clarify which other jurisdictions and/or entities you seek to include in your request.
  - o I would like to know if any other fire jurisdictions responded to a call as part of the automatic and mutual aid agreements.
- Any other information that may be exported related to the call for service – Please clarify if you only seek information that we would release without the

necessity of an Attorney General Open Records Ruling, or alternatively please identify what information you wish to seek.

- See a response to this request below.
- The Inmain call table – Please provide additional information on what you mean by an Inmain call table.
  - The incident main table is a table within the OSSI Sunguard software system. I am requesting the call-level information that provides details about the incident to which the agency responded. I am requesting this information from December 31, 2014 through April 30, 2016. I am requesting all information pertaining to calls for service for the Hutto ESD#3 and Williamson County EMS (within the ESD#3's service area only for EMS). I am not requesting details about the caller (name, phone number, etc.).

The data should include information on the call status (time, call received, call canceled, call closed), call descriptions, call code, call priorities, and location information including address and geocoordinates (if available). Additionally, I would like it to include any information on if the call was canceled and if any other agencies responded. I would also like this call information for calls that the ESD#3 responded to that were outside of its service area. Please also exclude narrative or note fields.

For additional clarification, I would ask that you contact Dov Chelst with the Center for Public Safety Management directly. He is assisting the City of Hutto with the data analysis related to this information and can provide additional clarification. He can be reached directly at (732) 993-5290.

- The incilog file – Please provide additional information on what you mean by an Incilog file.
  - The incident log file is a file export from the OSSI Sunguard software system that provides unit level information about each unit that responded to a particular call. I am requesting this information from December 31, 2014 through April 30, 2016. I am requesting all information pertaining to calls for service for the Hutto ESD#3 and Williamson County EMS (within the ESD#3's service area only for EMS).

The report should include the incident number, status code, time stamp, unit identifiers, and basic description fields that are available. Please do not include the notes field. An example of this report is attached.

For additional clarification, I would ask that you contact Dov Chelst with the Center for Public Safety Management directly. He is assisting the City of Hutto with the data analysis related to this information and can provide additional clarification. He can be reached directly at (732) 993-5290.

- In addition to my original request, I would like to also request a GIS file of the ESD#3's calls for service plotted by response time by year. I would also like a similar file that shows call type by year. Examples of these reports are included with this letter. I would like the data for 2005 – 2015. If the data is not available that far back, please provide back as far as your system allows.

In your letter, you remark that "although Williamson County maintains records of Hutto Fire Rescue, it does not have control over and access to those records." To clarify my request, I am requesting records that are maintained within the Williamson County dispatch software that is owned and maintained by Williamson County Emergency Services. I believe these records to be within the control and responsibility of Williamson County. I also believe the City of Hutto should have access to these records.

Sincerely,

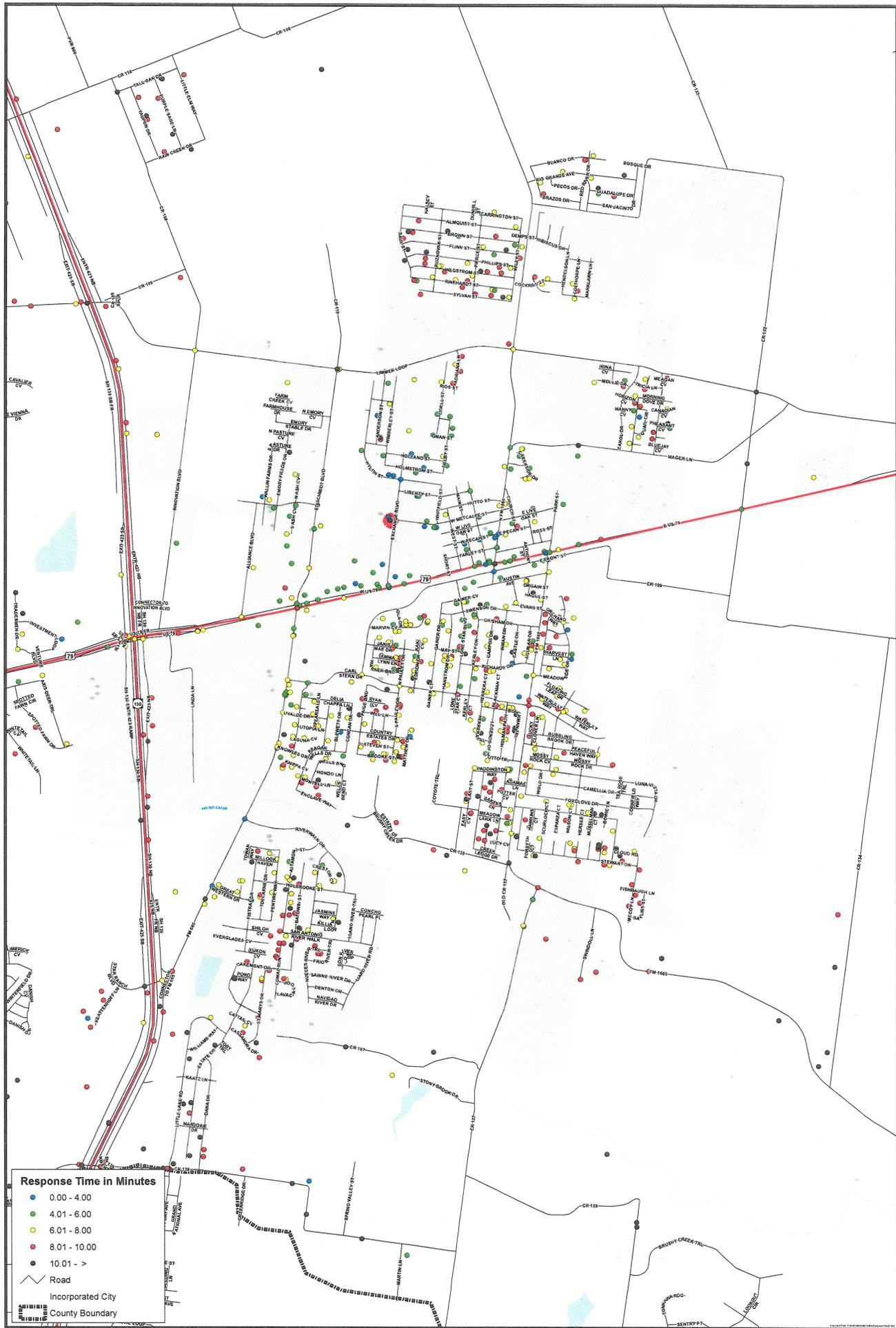


Micah Grau  
Assistant City Manager

Enclosures

cc: Charlie Crossfield, City Attorney  
John Sneed, Director of Emergency Services

Incident Number	Call Time	Street Number	Full Address	Street	City	Nature	Priority	First Arrive	Geo	Unit
2011-037028	7/1/2011 00:12:3	1401	S A W GRIMES BLVD	ROUND ROCK	ROUND ROCK	REQUEST EMS	P	7/1/2011 0:17:54	ROUND ROCK	M14
2011-037030	7/1/2011 00:32:6	502	GARDEN PATH DR	ROUND ROCK	SICK PERSON SPEC DIAGNOSIS	P	7/1/2011 0:14:54	ROUND ROCK	ROUND ROCK	M13
2011-037099	7/1/2011 2:51:12	1800	RAWHIDE LOOP	ROUND ROCK	HEART PROBLEMS ACID	P	7/1/2011 2:54:09	ROUND ROCK	ROUND ROCK	M14
2011-037133	7/1/2011 6:39:42	3002	JOHN WILSON LN	ROUND ROCK	SICK PERSON SPEC DIAGNOSIS	P	7/1/2011 6:46:25	ROUND ROCK	ROUND ROCK	M12
2011-037229	7/1/2011 10:00:56	1499	E OLD SETTLERS BLVD	ROUND ROCK	UNCONSCIOUS FAINTING NEAR	P	7/1/2011 10:02:03	ROUND ROCK	ROUND ROCK	M11
2011-037299	7/1/2011 12:07:39	1009	N GEORGETOWN ST	ROUND ROCK	REQUEST EMS	P	7/1/2011 12:15:01	ROUND ROCK	ROUND ROCK	M11
2011-037310	7/1/2011 12:27:43	16010	PARK VALLEY DR	ROUND ROCK	HEADACHE	P	7/1/2011 12:31:58	ROUND ROCK	ROUND ROCK	M13
2011-037382	7/1/2011 14:05:53	2095	W OLD SETTLERS BLVD/PLANTATION DR	ROUND ROCK	REQUEST AMBULANCE	P	7/1/2011 14:11:42	ROUND ROCK	ROUND ROCK	M11
2011-037404	7/1/2011 14:22:150	3	E SH 45 EB-S IH 35 FWY NB	AUSTIN	AOA	P	7/1/2011 14:30:44	ROUND ROCK	ROUND ROCK	M14
2011-037443	7/1/2011 16:51:18	1112	N IH 35	ROUND ROCK	PREGNANCY CHILDBIRTH MISCAR	P	7/1/2011 16:56:34	ROUND ROCK	ROUND ROCK	M14
2011-037492	7/1/2011 18:15:45	600	W ANDERSON AVE	ROUND ROCK	REQUEST EMS	P	7/1/2011 18:18:55	ROUND ROCK	ROUND ROCK	M51
2011-037603	7/1/2011 18:40:36	712	ROUND ROCK AVE	ROUND ROCK	BREATHING PROBLEMS	P	7/1/2011 18:45:35	ROUND ROCK	ROUND ROCK	M13
2011-037634	7/1/2011 19:31:00	101	TOWER DR	ROUND ROCK	UNCONSCIOUS FAINTING NEAR	P	7/1/2011 19:34:50	ROUND ROCK	ROUND ROCK	M14
2011-037643	7/1/2011 19:39:26	3400	E PALM VALLEY BLVD	ROUND ROCK	PSYCH ABNORMAL BEHAVIOR SUICID	P	7/1/2011 19:45:06	ROUND ROCK	ROUND ROCK	M12
2011-037666	7/1/2011 20:10:14	2800	SUNRISE RD	ROUND ROCK	REQUEST AMBULANCE	P	7/1/2011 20:19:37	ROUND ROCK	ROUND ROCK	M13
2011-037721	7/1/2011 22:14:30	300	WOLF CREEK WAY	ROUND ROCK	CONVULSIONS SEIZURES	P	7/1/2011 22:24:04	WILCO	ROUND ROCK	M12
2011-037807	7/2/2011 0:52:56	1501	GREENLAWN BLVD/GATTIS SCHOOL RD	ROUND ROCK	REQUEST EMS	P	7/2/2011 0:59:57	ROUND ROCK	ROUND ROCK	M14
2011-037842	7/2/2011 2:36:03	503	E LOGAN ST	ROUND ROCK	REQUEST EMS	P	7/2/2011 2:43:45	ROUND ROCK	ROUND ROCK	M14
2011-037848	7/2/2011 3:06:34	401	OAKWOOD BLVD	ROUND ROCK	REQUEST EMS	P	7/2/2011 3:13:24	ROUND ROCK	ROUND ROCK	M13
2011-037872	7/2/2011 4:49:12	310	CHISHOLM TRAIL RD	ROUND ROCK	CHEST PAINS NON TRAUMATIC	P	7/2/2011 4:54:12	ROUND ROCK	ROUND ROCK	M13
2011-037873	7/2/2011 4:50:06	1300	SUNRISE RD	ROUND ROCK	TRAUMATIC INJ SPECIFIC	P	7/2/2011 5:01:29	ROUND ROCK	ROUND ROCK	M11
2011-037881	7/2/2011 5:20:48	2400	ROUND ROCK AVE	ROUND ROCK	TRANS INTERFACILITY PALLIATIVE	P	7/2/2011 5:43:34	ROUND ROCK	ROUND ROCK	M14
2011-037925	7/2/2011 9:17:56	3604	WINDING WAY	ROUND ROCK	SICK PERSON SPEC DIAGNOSIS	P	7/2/2011 9:25:29	WILCO	ROUND ROCK	M12
2011-037966	7/2/2011 11:28:40	670	LOUIS HENNA BLVD	ROUND ROCK	HEMORRHAGE AGERATIONS	P	7/2/2011 11:38:55	ROUND ROCK	ROUND ROCK	M14
2011-038000	7/2/2011 11:41:05	2000	SETON PKWY	ROUND ROCK	TRAUMATIC INJ SPECIFIC	P	7/2/2011 11:54:08	ROUND ROCK	ROUND ROCK	M12
2011-038045	7/2/2011 12:45:52	2541	S IH 35	ROUND ROCK	CONVULSIONS SEIZURES	P	7/2/2011 12:49:32	ROUND ROCK	ROUND ROCK	M14
2011-038050	7/2/2011 12:52:30	1111	N IH 35	ROUND ROCK	TRAFFIC TRANSPORTATION ACC	P	7/2/2011 12:57:41	ROUND ROCK	ROUND ROCK	M13
2011-038092	7/2/2011 14:21:23	2701	PARKER DR	ROUND ROCK	CONVULSIONS SEIZURES	P	7/2/2011 14:34:36	ROUND ROCK	ROUND ROCK	M14
2011-038098	7/2/2011 14:21:58	602	LIME ROCK DR	ROUND ROCK	SICK PERSON SPEC DIAGNOSIS	P	7/2/2011 14:35:48	ROUND ROCK	ROUND ROCK	M13
2011-038217	7/2/2011 17:43:36	2400	ROUND ROCK AVE	ROUND ROCK	TRANS INTERFACILITY PALLIATIVE	P	7/2/2011 17:52:57	ROUND ROCK	ROUND ROCK	M13
2011-038265	7/2/2011 19:21:39	300	UNIVERSITY BLVD	ROUND ROCK	TRANS IN INTERFACILITY PALLIATIVE	P	7/2/2011 19:48:02	ROUND ROCK	ROUND ROCK	M13
2011-038271	7/2/2011 19:26:54	1505	LORSON LOOP	ROUND ROCK	ALLERGIC REACTION	P	7/2/2011 19:35:21	ROUND ROCK	ROUND ROCK	M11

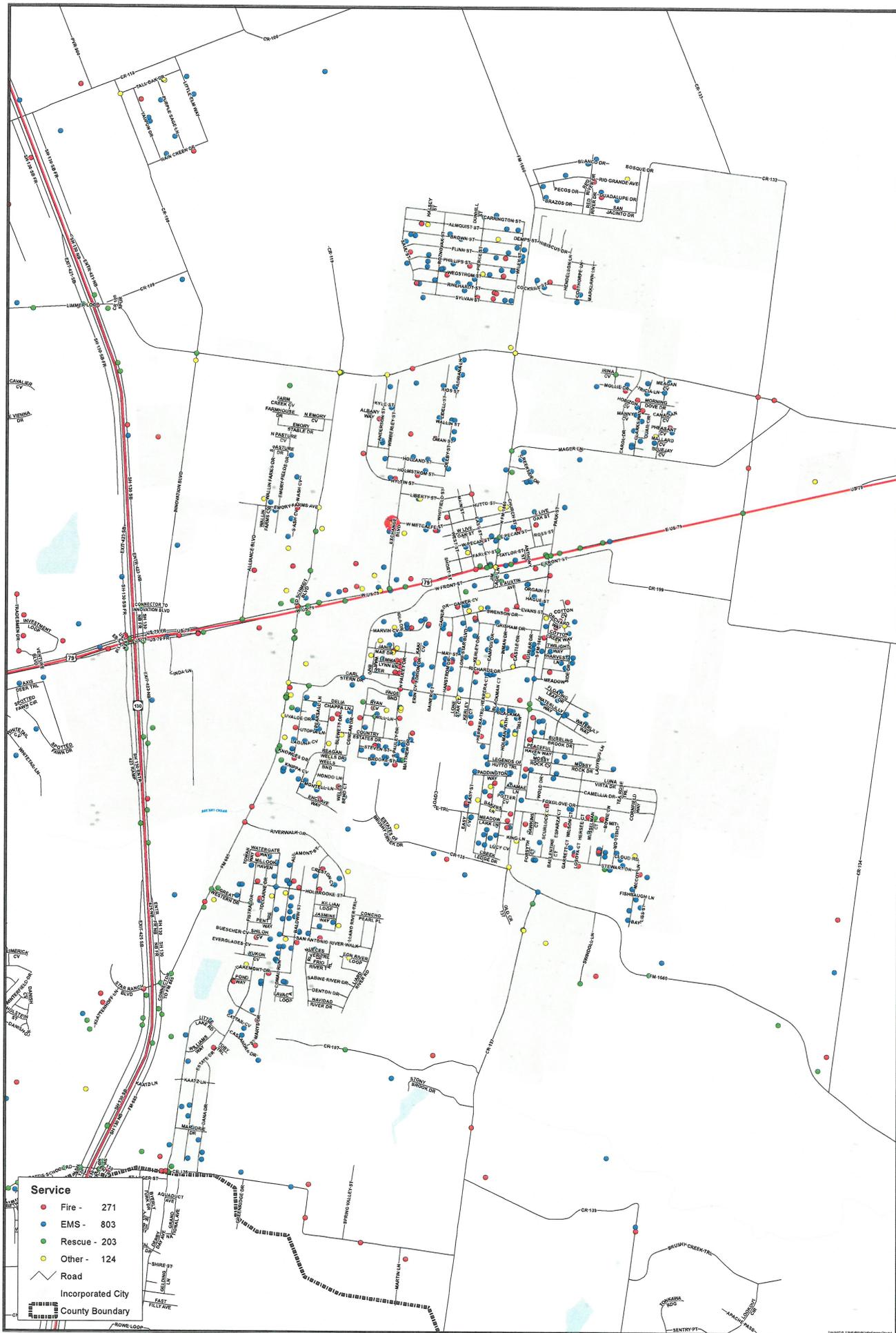


**Hutto Call Response Time 2014 - 2015**  
 Williamson County, Texas



**DISCLAIMER, PLEASE READ**  
 This map is for general information purposes only. The boundaries shown on this map are not intended to be used for legal purposes. Williamson County makes no warranty, representation or guarantee as to the content, timeliness, accuracy, completeness or availability of any information contained on this map. Williamson County is not responsible for any damage or loss of any kind, including but not limited to incidental, consequential or exemplary damages, arising out of the use of this map. For more information, please contact Williamson County at 937-245-3447.

WILLIAMSON COUNTY  
 TEXAS  
 937-245-3447  
 2014-2015  
 11/13/2014



**Hutto Calls 2014 - 2015**  
**Williamson County, Texas**



**DISCLAIMER - PLEASE READ**  
 This map was prepared for general purposes only. The information contained on this map is not intended to be used as a substitute for professional advice. Williamson County makes no warranty, representation or guarantee as to the accuracy, completeness or timeliness of the information contained on this map. Williamson County is not responsible for any errors or omissions, or for any consequences arising from the use of the information contained on this map. Williamson County is not responsible for any damages or injury of any kind, including personal injury, property damage or any other damages, arising out of the use or reliance on these materials.



Hutto Calls  
 2014 - 2015  
 Williamson County  
 2015  
 10/15/15  
 10/15/15