

CITY COUNCIL REGULAR MEETING

Tuesday, May 24, 2022 at 5:30 PM

Glen Rose City Hall, Council Chambers,
201 NE Vernon, Glen Rose, TX 76043



AGENDA

City Hall will be open to the public.

Citizens can view or listen live by tuning in to the following Zoom.com webinar:
Meeting ID: 830 1531 0371 • Passcode 238569 • or dial 1-346-248-7799

CALL TO ORDER

Invocation, Pledge of Allegiance, Roll Call

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person.)*

CONSENT AGENDA *(All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately.)*

1. Consider approval or other action regarding the minutes of the Special City Council Meeting held on April 26, 2022

STAFF REPORTS

No staff reports to be presented

MAYOR AND COUNCIL MEMBER REPORTS

ANNOUNCEMENTS/PRESENTATIONS

No announcements/Presentations

INDIVIDUAL ITEMS FOR CONSIDERATION

2. Discussion, consideration, and possible action on amendments to Enprotec/Hibbs and Todd Work Orders 6, 7, and 8 for engineering for the Texas Water Development Board Economically Distressed Area Program Wastewater Projects.
3. Discussion, consideration, and possible action on Peloton Land Solutions proposal for a leadership retreat on developing a Strategic Plan for the City.
4. Discussion, consideration, and possible action on amended Interlocal Agreement with Somervell County on Hotel Occupancy Tax
5. Budget Workshop

Executive Session

6. Executive Session: Tx Gov't Code 551.074 – Personnel Matters – City Attorney

Action on Executive Session

7. Discussion, consideration, and possible action on item discussed in Executive Session regarding personnel matters – City Attorney

ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: Wednesday, May 18, 2022, by 05:30 PM and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.



ROSARIO SOSOL-LIHAUT
Deputy City Secretary

Certification of NOTICE OF MEETING was removed on: _____ at _____ am/pm
by _____ . _____



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	05/2482022		
AGENDA SUBJECT:	Consider approval or other action regarding the minutes of the Special City Council Meeting held on April 26, 2022		
PREPARED BY:	Deputy City Secretary Sosol	DATE SUBMITTED:	05/13/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:	Move to approve or deny as presented.		

MINUTES OF THE CITY OF GLEN ROSE CITY COUNCIL SPECIAL MEETING

Tuesday, April 26, 2022 at 5:45 PM

The City Council of the City of Glen Rose met in a Regular Meeting on Tuesday, April 26, 2022 in the Glen Rose City Hall, Council Chambers, 201 NE Vernon, Glen Rose, TX 76043 at 5:45 PM to consider the following items of business:

City Hall will be open to the public.

Citizens can view or listen live by tuning in to the following Zoom.com webinar:

Meeting ID: 821 9398 1582 • Passcode 750408 • or dial 1-346-248-7799

CALL TO ORDER

Invocation, Pledge of Allegiance, Roll Call

CITIZEN/VISITOR COMMENTS *(Limited to three minutes per person)*

EXECUTIVE SESSION

1. Executive Session : Tx Gov't Code 551.074 - Personnel Matters - City Secretary
2. Executive Session : Tx Gov't Code 551.074 - Personnel Matters - City Attorney

ACTION ON EXECUTIVE SESSION

3. Discussion, consideration, and possible action on item discussed in Executive Session - City Secretary

No action was taken

4. Discussion, consideration, and possible action on item discussed in Executive Session - City Attorney

No action was taken

ADJOURN

With no further business before the Council, Mayor Douglas adjourned the meeting at 10:33 p.m

CERTIFICATION

I, the undersigned authority, do hereby certify that this NOTICE OF MEETING was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance of the City of Glen Rose City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.glenrosetexas.org and said notice was posted on the following date and time: **Tuesday, April 26, 2022, by 5:30 PM** and remained posted for at least two hours after said meeting was convened.

This building is wheelchair accessible. Any request for sign interpretation or other services should be made 48 hours in advance of the meeting. To make arrangements, call the City Secretary's office at (254) 897-2272 x 102.



APPROVED:

Julia Douglas, Mayor

ATTEST:

Rosario Sosol-Lihaut, Deputy City Secretary



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	05/24/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on amendments to Enprotec/Hibbs and Todd Work Orders 6, 7, and 8 for engineering for the Texas Water Development Board Economically Distressed Area Program Wastewater Projects.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	05/16/2022
EXHIBITS:	Amendments to eHT Work Orders 6, 7, and 8		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
It appears the City will soon receive authorization from TWDB to proceed with change order work at the WWTP under the City's TWDB EDAP Contract. Initially, it appeared TWDB wouldn't approve this final EDAP Project, but for over two years staff has been making the case for why the city should be allowed to use these funds. Approval of these change orders is part of the process of securing authorization for the change order work. A representative from eHT will be present to discuss the work that is being proposed. 80% of the work will be paid for by TWDB EDAP grant/loan funds and 20% by local funds. If this work or similar work isn't done, the project's unused grant funds will be returned to TWDB and the unused loan funds will be applied toward the City's bonded indebtedness.			
RECOMMENDED ACTION:			
Move to approve.			



Enprotec | Hibbs & Todd

**AMENDMENT NO. 1
TO WORK ORDER NO. 06
SCOPE OF SERVICES FOR PROJECT MANAGEMENT
GLEN ROSE WASTEWATER SYSTEM IMPROVEMENTS EDAP PROJECT**

The City of Glen Rose (City) and Enprotec / Hibbs & Todd, Inc. (the "Engineer") entered into an Agreement (the "Agreement") for engineering services performed in association with the Project Management Services of the Wastewater System Improvements Project effective the 13th day of September 2012 and as authorized under the terms and conditions of the General Services Agreement (GSA) dated May 3rd, 2012, between the City and the Engineer.

Attachment A of the Agreement shall remain applicable to the work being performed.

The lump sum compensation for the Project Management Services associated with this Agreement shall be increased by \$15,000.00 to \$45,000.00.

All other provisions of the Agreement shall remain as originally in force. This Amendment No. 1 shall serve as written notice to proceed for all work to be performed by the Subconsultant for this project.

IN WITNESS WHEREOF, this Amendment No. 1 is hereby executed and is effective as of the date set forth above.

Enprotec/Hibbs & Todd, Inc.

City of Glen Rose

By: 

By: _____

Colden S. Rich, P.E.
Associate Vice President

Julia Douglas
Mayor

Date: 5/19/22

Date: _____



Enprotec | Hibbs & Todd

**AMENDMENT NO. 1
TO WORK ORDER NO. 07
SCOPE OF SERVICES FOR FINAL DESIGN SERVICES
GLEN ROSE WASTEWATER SYSTEM IMPROVEMENTS EDAP PROJECT**

The City of Glen Rose (City) and Enprotec / Hibbs & Todd, Inc. (the "Engineer") entered into an Agreement (the "Agreement") for engineering services performed in association with the Final Design Services of the Wastewater System Improvements Project effective the 13th day of September 2012 and as authorized under the terms and conditions of the General Services Agreement (GSA) dated May 3rd, 2012, between the City and the Engineer.

Attachment A of the Agreement shall remain applicable to the work being performed.

The lump sum compensation for the Final Design Services associated with this Agreement shall be increased by \$79,000.00 to \$487,000.00.

All other provisions of the Agreement shall remain as originally in force. This Amendment No. 1 shall serve as written notice to proceed for all work to be performed by the Subconsultant for this project.

IN WITNESS WHEREOF, this Amendment No. 1 is hereby executed and is effective as of the date set forth above.

Enprotec/Hibbs & Todd, Inc.

City of Glen Rose

By: 
Colden S. Rich, P.E.
Associate Vice President

By: _____
Julia Douglas
Mayor

Date: 5/19/22

Date: _____



Enprotec | Hibbs & Todd

**AMENDMENT NO. 1
TO WORK ORDER NO. 08
SCOPE OF SERVICES FOR CONSTRUCTION PHASE SERVICES
GLEN ROSE WASTEWATER SYSTEM IMPROVEMENTS EDAP PROJECT**

The City of Glen Rose (City) and Enprotec / Hibbs & Todd, Inc. (the "Engineer") entered into an Agreement (the "Agreement") for engineering services performed in association with the Construction Phase Services of the Wastewater System Improvements Project effective the 10th day of May 2016 and as authorized under the terms and conditions of the General Services Agreement (GSA) dated May 3rd, 2012, between the City and the Engineer.

Attachment A of the Agreement shall remain applicable to the work being performed.

The lump sum compensation for the Construction Phase Services associated with this Agreement shall be increased by \$101,000.00 to \$579,000.00 with the following breakdown:

- Bidding Services - \$16,000.00
- Construction Phase Engineering - \$27,000.00
- Resident Project Representative - \$58,000.00
- Total - \$101,000.00

All other provisions of the Agreement shall remain as originally in force. This Amendment No. 1 shall serve as written notice to proceed for all work to be performed by the Subconsultant for this project.

IN WITNESS WHEREOF, this Amendment No. 1 is hereby executed and is effective as of the date set forth above.

Enprotec/Hibbs & Todd, Inc.

City of Glen Rose

By: _____

Colden S. Rich, P.E.
Associate Vice President

By: _____

Julia Douglas
Mayor

Date: _____

5/10/22

Date: _____



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	05/24/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on Master Services Agreement with Peloton Land Solutions and task order for leadership retreat and strategic plan.		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	05/16/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:	As was mentioned in my May 13th report, in response to a request to attend a joint City Council/P&Z Commission/Historic Preservation Commission meeting, Abra Nusser of Peloton would like to conduct a leadership retreat on a Strategic Plan for the City on Saturday June 11th from 9-2 with lunch, but could do it on Friday, June 10th if that were a better date for the Council. Ms. Nusser will be present at the meeting to discuss this matter with the Council and will be presenting a Master Services Agreement and task order for your consideration.		
RECOMMENDED ACTION:			

MASTER SERVICE AGREEMENT
for
Ongoing Professional Services

BETWEEN PELOTON LAND SOLUTIONS, INC. AND CITY OF GLEN ROSE, TEXAS

This Master Service Agreement (this “**Agreement**”) is made and entered into on MAY 24, 2022, (“**Effective Date**”) by and among Peloton Land Solutions, Inc., a Texas corporation, having its principal office located at 9800 Hillwood Parkway, Suite 250, Fort Worth, Texas 76177 (“**Consultant**”) and City of Glen Rose, Somervell County, Texas, a municipal corporation, with its address at 201 Vernon St, Glen Rose, TX 76043 (“**Client**”). (Consultant and Client are also sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

Consultant is a full-service, multi-disciplinary design firm. Consultant offers in-house planning, design, civil engineering, survey, hydrology and hydraulics, landscape architecture, and environmental services;

Client is a municipal corporation that, from time to time, contracts for the professional services of planners, designers, engineers, surveyors, landscape architects, and others required to provide Public Works, Engineering, Planning, Design, Development, and Construction services, and other services, in the city;

Consultant desires to contract as an independent contractor for the performance of work and/or for the provision of services for the Client (collectively “**Services**”);

Consultant and Client anticipate executing a Work Order in the form attached as Exhibit A to this Master Agreement (each, a “**Work Order**”) for purposes of authorizing Consultant to proceed with certain Services on one or more projects;

Consultant and Client wish to enter into this Agreement in contemplation of their mutual agreement with respect to any future Work Orders executed for Consultant's Services; and

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

1. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect until terminated by any Party upon thirty (30) days prior notice to the other Party; provided, however, that if either Party requests termination of this Agreement, and if Consultant is then performing Services for Client pursuant to a Work Order (as defined below) and Consultant is not in breach of this Agreement, the effective date of such termination with respect to any such Work Order shall be thirty (30) days after completion of the Services provided under such Work Order, unless the Work Order is sooner terminated by a Party for an uncured material breach of that Work Order by one of the Parties; and provided further, that neither Party shall by the termination of this Agreement be relieved of any of its respective obligations and liabilities arising hereunder prior to the effective date of such termination. If a Party contends the other Party is in breach of this Agreement, the non-breaching Party will give the alleged breaching Party ten (10) calendar days' written notice of the alleged breaches and the opportunity to either diligently begin to cure or cure the alleged breaches.

2. SCOPE OF AGREEMENT.

a. Effective as of the Effective Date, this Agreement supersedes all prior master service agreements between the Parties or their predecessors.

b. At any time and from time to time during the term of this Agreement, when Client desires Services to be performed by Consultant, Client shall give Consultant a request for such Services. The request may be oral or in the form of a work request, purchase order, letter, signed field ticket, memorandum, electronic mail, or other documents (“**Work Request**”). If and when there is written agreement between Client and Consultant, signed by a representative of each, regarding the specific terms of the Work Request (“**Work Order**”), Consultant shall thereafter commence the performance of the Services in accordance with the terms and conditions of the Work Order and this Agreement. Commencement of the Services by Consultant shall be deemed to be when both parties have signed the Work Order. In the event of any inconsistency between the terms and conditions of any Work Order and this Agreement, the terms and conditions of this Agreement shall prevail and shall control. Additional services due to changes in the scope, design, quality, or budget of the subject Work Order/Services (“**Additional Services**”) must be approved on a written Change Order, which Change Order must be approved and executed by Client and Consultant prior to Consultant performing Services related to any such change.

c. Any and all Services performed by Consultant for the Client after the Effective Date of this Agreement shall be performed pursuant to the terms and conditions of this Agreement.

d. Nothing contained herein shall be construed to: (i) obligate Client to order Services from Consultant; nor (ii) obligate Consultant to accept a Work Request from Client.

3. REPRESENTATIONS AND WARRANTIES.

a. Consultant represents and warrants that it is or will be properly licensed or otherwise authorized under all applicable federal, state, and local laws and regulations to perform all the Services under any Work Order to which it may agree. Consultant will perform the Services with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Consultant represents that it has the right, patent, license, or authority to use and apply any patented, patentable, otherwise protected, or unpatented device, process, formula, information, knowledge, trade secret, apparatus, or method furnished with the Services.

b. CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH SERVICES PROVIDED. Subject to the foregoing standard of care, Consultant (or its subconsultants as the case may be) may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

4. SERVICES OF CONSULTANT

a. Scope

- i. Consultant's services will be detailed in a duly executed Work Order for each specific project. The general format of a Work Order is shown in Exhibit A attached to this Agreement. Each Work Order will indicate the specific services to be performed and deliverables to be provided.
- ii. If the Work Order contains Services during the Construction phase of a project ("Construction Services"), Consultant will not at any time supervise, direct, control, or have authority over any contractor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Further, Consultant will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements or any application, interpretation, or clarification of the construction contract other than those decisions made by Consultant.
- iii. If the Work Order requires Consultant to give opinions about construction costs or schedules, any opinions or estimates of costs or timing, including but not limited to opinions related to construction and materials, are estimates only and reflect Consultant's experience and judgment as a design professional familiar with the industry. Client acknowledges that Consultant has no control of the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, quantities, or market conditions. Consultant cannot and does not guarantee that proposals, bids, or construction costs will not vary from its opinion of cost. If Client requires greater assurance as to any cost, Client shall employ an independent cost estimator. If Client requires Consultant to revise its Design Document to bring costs within any limitation established by the Client, Consultant will be paid for such work as Additional Services.
- iv. If Client requests submission of early bid documents to contractors for bid purposes prior to completion of construction documents by Consultant and other design disciplines, or prior to governmental approvals, Client acknowledges that the potential exists for additional design and construction costs resulting from subsequent revisions, additions, and corrections to Consultant construction documents so as to conform to those of other design disciplines and/or governmental agencies.
- v. Consultant shall keep accounting books, records, receipts, time logs, etc. related to its performance of the Services and any expenses charged to Client hereunder in accordance with commonly accepted accounting and engineering industry practices and shall retain such records for a period of three (3) years following completion of the Services, or for such longer period as may be required by applicable law, and for so long thereafter as a dispute may exist between the Parties. Client and its designated representatives shall have the right at all reasonable times to inspect, copy, and audit the records pertaining to the Services rendered to it hereunder and/or the accuracy of any invoice or payment; provided, however, that Consultant shall have the right to exclude any trade secrets, formulas or processes from such inspection.

5. CITY'S RESPONSIBILITIES

a. General

- i. Client shall have the responsibilities set forth herein and in each Work Order.
- ii. Client shall compensate Consultant as set forth in each Work Order.
- iii. Client shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- iv. Client shall provide Consultant with any necessary access to the project site.

6. PRICE. In consideration of Consultant's satisfactory performance of the Services performed under a Work Request, the Client agrees to pay Consultant, as full and complete compensation for the performance of such Services, the price agreed upon in the Work Order, or such other price as may be agreed upon in writing by any Client and Consultant ("**Price**").

7. BILLING AND PAYMENT; RECORD KEEPING.

a. Consultant will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of the date thereof. If Client fails to make any payment due Consultant for Services and Direct Expenses (as defined herein) within 30 days after the invoice's date, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

b. Consultant's invoice may include direct expenses ("Direct Expenses"), which include but are not limited to, standard mileage rates, material and printing incurred on or directly for the Services, will be invoiced on the basis of actual charges plus ten percent (10%) when provided by commercial sources or on the basis of usual commercial charges when furnished by Consultant. For technical or professional services subcontracted to Consultant, if included in the Work Order and invoiced through this Agreement, will be reimbursed at cost plus ten percent (10%).

c. Consultant's invoices shall identify all items related to the charges and shall provide appropriate documentation supporting the charges. All invoices shall be directed to the Client at the address listed below in Section 17, unless changed by the Client in writing.

d. Other than the terms contained herein, the Client agrees that the payment to Consultant is not subject to any contingency or condition.

e. If Client has a good-faith objection to an invoice, it must advise Consultant of each objection in writing within 14 days of Client's receipt of the invoice, or the Client's objections will be waived, and the invoice shall be deemed due and owing as set forth above. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of the date of the invoice. The parties will use best efforts to immediately resolve any amounts withheld due to a good faith dispute. If the dispute is not resolved in thirty (30) days from Client's notice of the disputed payment, as soon as practical, the parties will enter into mediation, with each Party paying its one-half of the mediation and mediator costs.

f. In the event of termination prior to completion of the Services under a Work Request, the Client shall pay Consultant for Services satisfactorily performed up to the effective date of termination (either at the Price agreed in the Work Request or, if the Price is a lump sum, an amount proportionately based upon the Price for Services satisfactorily completed) except to the extent any amounts owed are being contested in good faith by the Client, but such amounts are due immediately once Consultant evidences its right to payment of contested amounts, or for which the Client is not otherwise obligated to pay under the terms hereof, and the Client shall be relieved of any liability to Consultant for any Services performed after the effective date of such termination.

g. If Consultant initiates legal proceedings to collect payment and is successful, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost of any time devoted to such proceedings by its employees at standard hourly rates for each applicable billing class at Consultant's standard hourly billing rates.

8. INDEPENDENT CONTRACTOR.

a. It is understood and agreed that Consultant is an independent contractor in the performance of each and every part of this Agreement, and that Consultant's employees shall be subject to Consultant's sole and exclusive supervision, direction, and control, and shall not be deemed, in fact or in law, to be employees of Client. Client shall have the right generally to oversee and inspect the performance of the Services of Consultant to ensure the satisfactory completion thereof, it being understood and agreed that Client is not associated or connected with the actual performance or details of the Services to be performed pursuant to this Agreement, as Client is interested in and looking only to the end result to be accomplished. Consultant shall be solely liable for all labor, material, and other expenses in connection with Services performed by Consultant pursuant to this Agreement.

b. It is expressly agreed that neither Consultant nor any of Consultant's employees shall be entitled to any Client benefits normally extended by either a Client to its own employees and that the Price is the total consideration payable hereunder. Consultant understands and agrees that it and its employees shall in no way participate nor have any interest in any employee benefit plans or programs maintained by any Client, including without limitation, Medical Plan, Life Insurance Plan, or any other benefit plan or program that may be in effect at any time during the period covered by this Agreement or thereafter.

c. Consultant shall not be deemed by the terms of this Agreement or the use of any title to occupy the status of an employee, agent or representative of any Client or to have authority to represent to bind any Client or its parent, subsidiaries, or affiliates.

9. OWNERSHIP OF DOCUMENTS. All "design documents", including but not limited to reports, plans, drawings, specifications, estimates, computer files or programs stored electronically, field data, or notes prepared by Consultant are exclusive to the Services described in this Agreement, are instruments of service for each project and may be used only if the Client has satisfied all of its obligations under this Agreement. Upon satisfaction of its obligations hereunder, Client may make and retain copies of design documents for information and reference in connection with use on the particular project by Client. Consultant grants Client a limited license to use the design documents on the applicable project, subject to receipt by Consultant of full payment for all services relating to preparation of the design documents and subject to the following limitations: (1) Client acknowledges that such design documents are not intended or represented to be suitable for use on the project unless completed by Consultant, or for any other use or purpose,

without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the design documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) CITY SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DESIGN DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY CONSULTANT; and (4) such limited license to Client shall not create any rights in third parties.

10. INSURANCE.

a. Except as otherwise provided herein, Consultant shall, at its sole cost and expense, procure and maintain in force at all times during the term hereof sufficient insurance or Client approved self-insurance as set forth in **Exhibit B**. Any changes to the insurance requirements may be set forth in a Work Order, and in that case, the Work Order will prevail over conflicting terms herein.

b. All insurance policies of Consultant related to the Services shall, to the extent of the risks and liabilities assumed by Consultant in this Agreement, (i) provide a minimum of thirty (30) days' notice to Client prior to cancellation or material change, (ii) except for Workers' Compensation coverage, name Client as an additional insured without respect to any limit in the insurance policy, (iii) contain a waiver of subrogation as to Client, and (iv) be considered primary insurance in relation to any other insurance providing coverage to any member of Client. The cost for any and all deductibles in Consultant's insurance from the insurer shall be solely for the account of Consultant.

c. Consultant shall furnish Client with Certificates of Insurance evidencing the insurance required herein. In the event that Consultant fails to provide Client with such certificates, Client has the right, but not the obligation, after five (5) days written notice to Consultant, to obtain insurance on behalf of Consultant, and to charge the cost to Consultant.

11. LIMITS/WAIVER DAMAGES.

- a. Notwithstanding anything to the contrary herein, neither Party shall be liable to the other for exemplary or punitive damages.
- b. To the fullest extent permitted by law, Client and Consultant:
 - i. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages including loss of use, profit or revenue, arising out of, resulting from, or in any way related to the Services or the applicable project, and
 - ii. Agree that Consultant's total liability to Client under this Agreement will be limited to the total amount of compensation received by Consultant under this Agreement.

12. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY. When Client's representative designates, in writing, information as confidential information, Consultant agrees not to disclose such Confidential Information. This non-disclosure obligation does not apply to (a) information which is or becomes, through no fault of Consultant, public knowledge, or (b) Information that is or becomes available to Consultant without obligation of confidence from sources having the legal right to disclose the Information, the sources being other than Client, or (c) information that is already in Consultant's possession without secrecy, confidentiality or non-use obligation and was not received in anticipation of this Agreement. In the event Consultant is required by any subpoena or legally recognized order to disclose any of the Confidential Information, notice shall be made as soon as possible by overnight mail or email to Client. Client expressly reserve the right to interpose all objections it may have to disclosure of its Confidential Information.

13. LIENS. Consultant agrees to pay all just claims for labor and/or materials furnished to Consultant in connection with the performance of Services hereunder, and to allow no lien or charge for same to be filed against or fixed upon any property of Client; provided, however, that Consultant shall not be prevented from claiming, filing, or enforcing any bond rights when the rights thereto arise from a Client's failure to pay monies owed to Consultant. Except as provided in the preceding sentence, Consultant agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Client from and against any and all such claims and liens (including, without limitation, any legal or other fees incurred by the Client to have such claims and liens removed or satisfied, including investigation thereof).

14. TAXES AND CLAIMS.

a. Notwithstanding anything herein to the contrary, Consultant shall be responsible for and pay all taxes and duties levied or assessed on Consultant by any governmental authority in connection with or incident to the performance of this Agreement including, without limitation:

- i. All income, gross receipts, profits, gains, franchise, transportation and property taxes; and stamp duties, licenses, permits, sales, use, excise, consumption, entry or similar taxes; and any fines, penalties, interest or other fees assessed in connection therewith; and
- ii. All employment taxes and contributions imposed by law or trade union contractors or regulations with respect to or measured by the compensation (wages, salaries or other) paid to employees of Consultant, including without limitation, fringe

benefits tax, taxes and contribution for unemployment compensation insurance, social security, medical and health insurance, welfare funds, pension and annuities and disability insurance.

15. GOVERNING LAW; VENUE; ATTORNEY FEES. The laws of the State of Texas (without regard to any conflicts-of-law rules which would direct or refer to the laws of a different jurisdiction) shall, except as otherwise provided, govern the validity, construction, and enforcement of this Agreement and the rights and obligations of the Parties hereunder. The Parties agree that venue for any litigation between the Parties may be in any state or federal court of competent jurisdiction in the county in which the project is located. The prevailing Party in any dispute hereunder, in addition to actual damages and any other legal or equitable remedies to which it may be entitled, shall be entitled to recover reasonable attorney fees and costs from the non-prevailing Party.

16. FORCE MAJEURE. If either Party is rendered unable, in whole or in part, by reason of Force Majeure (as defined below) to carry out its obligations hereunder, other than the obligation to pay money, the Party claiming Force Majeure shall give the other Party prompt notice of same with reasonably complete particulars, and the obligations of the Parties, insofar as they are affected by the Force Majeure event, shall be suspended during, but no longer than, the continuance of the Force Majeure event. The Party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible; provided, however, that the foregoing shall not require a Party to settle labor disputes contrary to its wishes. The term “**Force Majeure**” shall mean any cause which is not due to the negligence and not reasonably within the control of the Party claiming Force Majeure after the exercise of due diligence.

17. NOTICES. All notices required or permitted to be given hereunder shall be in writing. Notices shall be given in person, or sent by courier, mail or email to the Party to be notified and to the attention of the appropriate representative of the Party at the address set forth below, or such other address as may be designated ten (10) days prior thereto by notice to the other Party. Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 PM or on a non-business day shall be deemed to be given the following business day; and provided further, that if notices cannot be given after reasonable effort at such address, notices shall be deemed constructively given three (3) days after being deposited in the United States mail, postage prepaid.

CONSULTANT:

Peloton Land Solutions, Inc.
9800 Hillwood Parkway, Suite 250
Fort Worth, Texas 76117
Attn: Abra Nusser, AICP
Telephone: 972.339.8186 (c)
Email: abra.nusser@pelotonland.com

CLIENT:

City of Glen Rose, Texas
201 Vernon St
Glen Rose, Texas 76043
Attn: Michael Leamons
Telephone: (254) 897-2272, ext 107
Email: michael.leamons@glenrosetexas.org

18. MISCELLANEOUS.

a. **Entirety.** This Agreement consists of this document and its attached Exhibits and Addendums, if any, which are hereby incorporated herein. This Agreement sets forth the entire and complete agreement of the Parties as to the subject matter hereof, and supersedes any and all proposals, negotiations, and representations of the Parties prior to the execution hereof, including without limitation, prior drafts of this Agreement. This Agreement supersedes any prior Master Service Agreements entered into between the Parties, although the Parties shall still be responsible under any such prior Master Service Agreements for any claims that have arisen under such Agreements from circumstances or events that occurred prior to the date hereof.

b. **Amendments.** No amendment, or modification of this Agreement, or any additional terms and conditions, shall be valid unless evidenced in a writing specifically identifying this Agreement and signed by a duly authorized representative of Consultant and a duly authorized representative of Client.

c. **Interpretation.** The Parties agree that each has had the opportunity to review this Agreement and seek advice of counsel and that this Agreement shall not be construed against one Party or the other as the drafter of this Agreement.

d. **Conflicts.** In the event of a conflict between the terms and conditions of this document and the Exhibits, or Addendums, if any, which form a part of this Agreement, this document shall prevail unless the change relates to an insurance obligation or express reference is made in such Exhibit or Addendum to amending specific provisions of this document and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client. In the event of a conflict between the terms and conditions of this Agreement and any subsequent documents, including without limitation, Work Requests, field work orders, work tickets, purchase orders, confirmations, invoices, statements, published rate or price schedules, or any other documents used by either Party in the normal course of business, the terms and conditions of this Agreement shall prevail unless express reference is made therein to amending specific provisions of this Agreement and the same is signed by a duly authorized representative of Consultant and a duly authorized representative of Client.

e. Assignment. Neither Party shall assign this Agreement, nor subcontract the whole or any part of the Services to be performed hereunder, without the non-assigning Party's prior written consent. Consent to any such assignment or subcontract shall not relieve the assigning Party, or its surety if there be a surety, of any liability for the full and faithful performance of this Agreement according to all its terms and conditions. Any such assignment shall be made subject to all the terms and conditions of this Agreement, and no such assignment shall ever be construed to limit, decrease, or increase any of the rights or obligations of the non-assigning Party hereunder. Unless expressly provided otherwise, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Consultant to any Client contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and not for the benefit of any other party.

f. Waiver. No benefit, right or duty provided by this Agreement shall be deemed waived unless the waiver is reduced to writing, expressly refers to this Agreement, and is signed by both Parties. The waiver of one instance of any act, omission, condition, or requirement shall not constitute a continuing waiver unless specifically so stated in the aforesaid written waiver instrument. Further, a waiver by either Party of any one or more defaults by the other hereunder shall not operate as a waiver of any other defaults (whether past or future) of a like or of a different character.

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

h. Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the limitation of liability, warranty, and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder which are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

i. Authority of Executing Parties. Each of the persons executing this Agreement represents and warrants that they have full right and authority to execute this instrument on behalf of Client or Consultant, respectively, and to legally bind such Party to the fulfillment of all of the provisions hereof.

j. Partial Invalidity. In the event any provision (or portion thereof) of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it comply with said law, rule, or regulation, and this Agreement as so modified, shall remain in full force and effect. If necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

INTENDING TO BE LEGALLY BOUND, the Parties, or their duly authorized representatives, have executed this Agreement in multiple original counterparts, each of which shall be deemed to be an original document for all purposes, as of the date first written above, but effective as of the Effective Date.

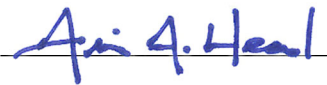
CONSULTANT: Peloton Land Solutions, Inc. Tax ID No. <u>27-1645426</u> Signature: <u></u> Name: <u>Aric Head, AICP</u> Title: <u>Executive Vice President</u>	CLIENT: City of Glen Rose, Texas Signature: _____ Name: _____ Title: _____
--	---

EXHIBIT A
WORK ORDER #: PROJECT NAME

Describing a Work Order between Peloton Land Solutions, Inc. ("Consultant"), and the City of Glen Rose, Texas ("Client"), in accordance with the terms of the Master Service Agreement for Ongoing Professional Services dated APRIL 12, 2022, which is incorporated herein by reference.

Client Project #: _____
 Peloton Project #: _____

THIS IS A WORK ORDER effective as of _____, _____ ("Effective Date")

Between City of Glen Rose, Texas ("Client") and Peloton Land Solutions, Inc. ("Consultant").

Project Name ("Project"): PROJECT NAME

Work under this Agreement is generally identified as follows:

Purpose: Description.

Services to be provided within this Scope of Work:

1. Services and task listing

Work Requests within this Scope of Work shall be documented via email from Client to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

Basis of Payment— Lump Sum & Hourly Plus Direct Expenses

In accordance with the terms of this Agreement, Client will compensate Peloton as follows ("Compensation"):

[dollar amount]

Lump Sum Services: The Compensation amount billed monthly for Lump Sum Services will be based upon Peloton's estimate of the percentage of the Services actually completed during the billing period

Hourly Services: The portion of the Compensation amount billed monthly for Hourly Services will be based upon an amount equal to the cumulative hours charged to the Project by each class of Peloton's employees times standard hourly rates for each applicable billing class.

Direct Expenses: Direct Expenses and Peloton's consultants' charges, if any, will be billed on a monthly basis.

Peloton's standard hourly rates and Direct Expense rates are attached as Appendix 1.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order, the Effective Date of which is indicated above.

Client

Peloton Land Solutions, Inc.

Template for Exhibit A – Not for Signature

BY _____ Title

BY _____ Title

Signature _____ Date

Signature _____ Date

Appendix 1

Rate Schedule (2022)

Classification	Bill Rate Per Hour (Not Including OT)
Project Principal	\$230 - 380
Sr. Project Manager	\$200 - 260
Project Manager	\$155 - 220
Sr. Civil Engineer	\$160 - 235
Civil Engineer	\$120 - 190
Sr. Civil Designer	\$130 - 220
Civil Designer	\$95 - 155
Engineer-In-Training	\$95 - 145
Engineering Intern	\$55 - 75
Sr. Planner	\$125 - 200
Planner	\$75 - 125
Planning Intern	\$50 - 60
CADD Technician	\$50 - 115
Sr. Survey RPLS	\$160 - 260
Survey RPLS	\$125 - 160
Sr. Survey Technician	\$105 - 150
Survey Technician	\$50 - 105
Party Chief	\$80 - 145
Instrument Man	\$50 - 100
Remote UAV Pilot	\$150 - 200
Construction Administrator	\$100 - 160
Sr. Environmental Scientist	\$130 - 190
Environmental Scientist	\$75 - 130
Certified Arborist	\$150 - 170
Sr. GIS Specialist	\$150 - 225
GIS Specialist	\$120 - 190
Landscape Architect	\$100 - 160
Project Accountant	\$90 - 140
Administrative Assistant	\$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto)	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	\$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

EXHIBIT B**Minimum Insurance Requirements
To Be Maintained by Consultant****Consultant agrees to maintain the following insurance:**

Worker's Compensation Insurance as prescribed by applicable law.

Employer's Liability Insurance including insurance covering liability under the Longshoremen's and Harbor Worker's Act, the Jones Act and the Outer Continental Shelf Lands Act, if applicable. The limits of liability of such insurance shall be as prescribed by applicable law or if not prescribed by applicable law shall be not less than \$1,000,000 per occurrence.

Commercial or Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including the following supplementary coverage: (i) Contractual Liability to cover liability assumed under this Agreement, (ii) Product and Completed Operations Liability Insurance, (iii) Broad Form Property Damage Liability Insurance, and (iv) explosion, collapse and underground hazards. The limit of the liability for such insurance shall not be less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall not be less than \$1,000,000.

Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, with aggregate limit reinstated annually. The Professional Liability Insurance policy shall be written on a claims-made basis with retroactive coverage. Consultant will maintain this policy for a period of two (2) years after the completion of the Services at issue or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limited is provided, total coverage shall not be less than \$1,000,000.

Excess Liability or Umbrella insurance following form with the above coverage with limits of not less than \$2,000,000 for contractors who perform work solely on land based onshore, non-maritime locations.

The above insurance shall include a requirement that the insurer provide the other Party with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. Each Party shall provide the other Party with a certificate of insurance evidencing the above insurance policies upon request.

1318316-v3/14543-001000

WORK ORDER: Planning and Design Services

Describing a Work Order between Peloton Land Solutions, Inc. (“Consultant”), and the City of Glen Rose, Texas (“Client”), in accordance with the terms of the Master Service Agreement for Ongoing Professional Services dated May 24, 2022, which is incorporated herein by reference.

Client/City Project #: _____

Peloton Project #: _____

THIS IS A WORK ORDER effective as of May 24, 2022 (“Effective Date”)

Between City of Glen Rose, Texas ("Client" or “City”) and Peloton Land Solutions, Inc. (“Consultant”).

Project Name (“Project”): Strategic Plan

Work under this Agreement is generally identified as follows:

Purpose: For Consultant to facilitate a Strategic Planning Workshop to discuss contents of a new Strategic Plan for the organization that Consultant will create.

Services to be provided within this Scope of Work:

Task 1 – Preparation for Strategic Planning Workshop

- Meet with the Mayor to discuss potential topics and objectives that will be on the agenda for the Strategic Planning Workshop.
- Create Workshop agenda to be utilized for the half-day event. Anticipated topics shall include introduction and review of community feedback, core values/vision identification activity, and goal ideation activities. Client shall post any required agendas for anticipated quorum. Date of the Workshop shall be confirmed with Consultant before finalization.
- Prepare workshop handouts and materials for the event to correspond with the agenda.

Task 2 – Workshop/Retreat

- Conduct a half-day Strategic Planning Workshop with City Council, key City Staff, and no more than five other participants, to inform a City of Glen Rose Strategic Plan (5-6 hours with lunch). City shall coordinate and reserve venue, lunch, and refreshments.

Task 3 – Analysis and Plan

- Analyze the feedback gathered from the Workshop to identify themes and potential content for the Strategic Plan.
 - Result: 25-year goal, core values, vision framework, and 10 two-year goals.

- Prepare the draft Strategic Plan for review by key City Staff. Upon review and comment by City Staff, Consultant shall prepare any revisions accordingly.
 - Deliverable: Draft Strategic Plan, Version 1, in Microsoft Word, no/minimal graphics for content review only.
- Prepare the draft Strategic Plan for review by City Council. Upon review and comment by City Council, Consultant shall prepare any revisions accordingly.
 - Deliverable: Draft Strategic Plan, Version 2, formatted in graphically-designed layout.
- Prepare the final Strategic Plan for final review by Staff and/or City Council. Consultant shall prepare a single hard copy proof and provide the Plan PDF for printing by the City. Printing can be coordinated by the Consultant at the cost of the Client.
 - Deliverable: Final Strategic Plan, Version 3, formatted in graphically-designed layout, single hard copy proof, and PDF file.

Work Requests within this Scope of Work shall be documented via email from Client to Consultant, with any associated clarification of timeline/deadline, estimated level of effort, and/or task considerations as applicable.

Basis of Payment— Lump Sum & Hourly Plus Direct Expenses

In accordance with the terms of this Agreement, Client will compensate Consultant as follows (“Compensation”) for Tasks 1-3:

\$9,000 lump sum fee

The Compensation amount billed monthly for Services will be based upon Peloton's estimate of the percentage of the Services completed during the billing period and any Direct Expenses.

For additional effort requested by Client not included in Services (“Additional Services”) and/or other services that may be performed on an hourly basis, if any, Client will pay Peloton an amount equal to the cumulative hours charged to the Project by each class of Peloton’s employees times standard hourly rates for each applicable billing class, plus Direct Expenses and Peloton’s consultants’ charges, if any. This includes additional trips and meetings not outlined in Services.

Peloton's standard hourly rates and Direct Expense rates are attached as Appendix 1.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order, the Effective Date of which is indicated above.

Client

Consultant

Company/Organization:
City of Glen Rose, Texas

Name:

Title:

Signature:

Date:

Company/Organization:
Peloton Land Solutions, Inc.

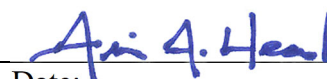
Name:

Aric Head, AICP

Title:

Executive Vice President

Signature:



Date:

May 20, 2022

Appendix 1: Rate Schedule (2022)

Classification || Bill Rate Per Hour (Not Including OT)

Project Principal.....	\$230 - 380
Sr. Project Manager.....	\$200 - 260
Project Manager	\$155 - 220
Sr. Civil Engineer	\$160 - 235
Civil Engineer.....	\$120 - 190
Sr. Civil Designer	\$130 - 220
Civil Designer.....	\$95 - 155
Engineer-In-Training	\$95 - 145
Engineering Intern	\$55 - 75
Sr. Planner.....	\$125 - 200
Planner	\$75 - 125
Planning Intern.....	\$50 - 60
CADD Technician	\$50 - 115
Sr. Survey RPLS.....	\$160 - 260
Survey RPLS	\$125 - 160
Sr. Survey Technician.....	\$105 - 150
Survey Technician	\$50 - 105
Party Chief.....	\$80 - 145
Instrument Man.....	\$50 - 100
Remote UAV Pilot.....	\$150 - 200
Construction Administrator.....	\$100 - 160
Sr. Environmental Scientist.....	\$130 - 190
Environmental Scientist	\$75 - 130
Certified Arborist.....	\$150 - 170
Sr. GIS Specialist.....	\$150 - 225
GIS Specialist	\$120 - 190
Landscape Architect	\$100 - 160
Project Accountant.....	\$90 - 140
Administrative Assistant	\$60 - 90

Rates for Direct Expenses are as follows:

Mileage (Auto)	IRS Std. Rate
Mileage (Field Truck)	IRS Std. Rate
Field Survey / GPS Equipment	\$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.

Rates for Direct Expenses are as follows:

Mileage (Auto).....	IRS Std. Rate
Mileage (Field Truck).....	IRS Std. Rate
Field Survey / GPS Equipment.....	\$200/day
Meals and Lodging	at cost x 1.10
Reprographics	at cost x 1.10
Other Direct Expenses	at cost x 1.10

Rates are subject to revision at the beginning of each calendar year. Rates for expert witness tasks will be negotiated on a case-by-case basis, but will generally be two (2) times the rates shown above.



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	05/24/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on amended Interlocal Agreement with Somervell County on Hotel Occupancy Tax		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	05/16/2022
EXHIBITS:	Revised copy of Hot Tax Agreement		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:	This item was tabled at the May 10th Meeting as the document was late arriving and there hadn't been sufficient time to review the changes that the Commissioner's Court had made to the Agreement. Subsequently, Counselor Pendleton reviewed the document, making a few comments in red for your consideration.		
RECOMMENDED ACTION:	Move to approve or deny as presented.		

FIRST-AMENDED INTERLOCAL AGREEMENT FOR HOTEL OCCUPANCY TAX SERVICES

This First-Amended Interlocal Agreement (the "Agreement"), is entered into by and between the City of Glen Rose ("City") and Somervell County ("County"), pursuant to Chapter 351 of the Texas Tax Code. In furtherance of the purposes of the Tax Code, and in consideration of the mutual covenants herein contained, City and County hereby agree as follows:

I. ALLOCATION OF FUNDS

- A. The City has enacted a hotel occupancy tax on rooms furnished by hotels and motels within the City of Glen Rose. The City hereby agrees to allocate all revenue received by the City from this hotel occupancy tax ("HOT Funds") to the County, pursuant to Texas Tax Code § 351.101(c). In exchange for the collection of all HOT Funds within the City, the County shall be responsible for providing and operating the tourism program to attract visitors and conventions to the City and County.
- B. The City will pay any HOT Funds it receives, which have not been otherwise redirected to the County pursuant to this Agreement, to the County within thirty (30) days of receipt of the same. The County shall track and document all collections and expenses related to this Agreement. This is not the law, must be separate
- C. The County shall maintain the HOT Funds provided by the City under this Agreement in ~~a separate account~~ an independent account for HOT Funds, (and County shall not commingle the funds in that account with any General Fund or other money, or maintain them in any other account. The Tourism Director shall prepare a monthly report of expenses and revenues for the City's portion based on a percentage of 80%. The percentage shall be periodically reviewed. The County will appeal to the 2023 Legislature to make Glen Rose, Somervell County exempt from having to have two separate checking accounts for HOT Funds since there is only one City. what is the 80% and take out the last sentence
- D. County shall maintain complete and accurate financial records of each expenditure of the HOT Funds and, at the request of the City Council or the City Council's designee, or as may be required by law, shall make the records available for inspection and review during normal business hours.
- E. The County may request that all Hotel Tax be paid directly to the County by the Hoteliers/Short Term Rentals to alleviate City staff from having to bill and collect HOT Funds as well as presenting checks payable to the County for payment of the tax.

II. USE OF HOT FUNDS

- A. County shall expend HOT Funds for promotional and tourism advertising for City and County by conducting a solicitation and operating program to attract visitors and conventions to City and County. HOT Funds shall be expended in a manner

directly enhancing and promoting tourism and the convention and hotel industry of Glen Rose and Somervell County, Texas. All uses and expenditures of HOT Funds shall be conducted in accordance with the uses permitted by Chapter 351 of the Texas Tax Code, and all other applicable laws and regulations of the State of Texas. The HOT Funds allocated by the County may be applied toward administrative expenses incurred directly in fulfilling its responsibilities under the Agreement in accordance with Texas Tax Code § 351.101E. These administrative expenses shall be covered under this paragraph only when the expenses are incurred directly in the County's tourism promotion activities. The County shall track all administrative expenses related to this Agreement, including any allocation of personnel resources, and make reports of such expenses at the request of the City as part of the reports required by this agreement.

- B. The County shall make expenditures of HOT funds in conformance with the County's budget. The City acknowledges that County had full control of this budget as it is now considered County's fiduciary duty with respect to the HOT Funds collected to ensure the money is spent in accordance with Texas Hotel Tax Laws.
- C. The City and County agree to nominate a nine-person Advisory Board to guide the Tourism Department on budgetary items. This Board shall consist of (one) City Councilmember, (one) County Commissioner, (one) City Hotelier, (one) City Short Term Lodging, (two) County Short Term Rental, (one) Attraction, (one) Tourism Business on Hwy 67, and (one) Downtown Business. The Tourism Administration must meet with the Board a minimum of once a month in an advisory capacity to make plans concerning City and County Tourism to be recommended to the Commissioners Court.
- D. The County agrees to take on all contractual obligations to which the City has committed, prior to the signing of this agreement.
- E. The County agrees to accept the City's current Convention and Visitors Bureau Visitors Center Administrative personnel, and the unfilled Events Employee position, and to ensure that the Tourism Department has at least three (3) full-time employees.

III. REPORTING AND AUDITING

- A. No later than July 31st of each year, the Tourism Administration shall provide to the County Commissioners Court and the City Council a proposed written annual Budget for the use of all HOT Funds. The budget shall outline the portion of HOT Funds received from the City's collections and their allocated expenditures and shall outline the portion of HOT Funds received from the County's collections and their allocated expenditures. The County and the City shall, in writing, approve in advance the annual budget of the Tourism Department. Furthermore, the County shall at least monthly (first Monday of the month) provide a list of revenues and expenditures of the City HOT Funds.

- B. In addition to the hereinabove referred to report and financial data, an audit of the funds and activities may be made to the City upon reasonable notice and the request of the County at any time. In the event an audit is requested of the City, it is agreed that the auditors performing said audit shall have access to and the right to examine all records and accounts directly related to HOT Funds and any such other City CVB records and accounts as may be reasonably necessary to conduct and complete an audit. Likewise, the County Tourism Administration shall be subject to audit regarding the funds and activities contemplated under this Agreement upon reasonable notice and request to the County.

IV. BUILDING USE / LOCATION

The location of the CVB building currently occupied by the City shall remain in place for County's use under this Agreement unless a different location is chosen by the County in the future. County agrees to pay for minor maintenance and repairs as well as utility costs for the building and City remains responsible for major repairs and must maintain property insurance on the building in the event of major damages or destruction by natural disaster. Although no rent is required by the City, it estimates a rental value for this building of \$10,000 per year. If the City decides to pursue a sale of the property and building, it shall provide the County a minimum of 180 days notice to vacate to allow the County sufficient time to find a suitable alternative location for its operations under this Agreement.

For the purpose of this agreement, Major repairs shall be defined as any repair cost that would be covered under the City's Insurance Policy minus the deductible. All other items will be considered Minor repairs.

V. TERM AND TERMINATION

- A. The term of this Agreement shall be effective through September 30, 2023. First payment of HOT Funds by the City to the County shall occur on or before July 15, 2021. This Agreement will be reviewed by City and County on or before 90 days prior to September 30, 2023, at which time if no changes are requested by either party, this Agreement will automatically renew for a period of five (5) additional years beginning October 1, 2023. Thereafter, unless a review is requested by either party to be completed on or before 90 days prior to expiration of that respective term, this Agreement shall continue to automatically renew for a period of five (5) additional years from the date of expiration.
- B. It is expressly agreed that either party may cancel this Agreement by tendering 90 days written notice to the other party. This Agreement will terminate 90 days from the date of receipt of the written notice, or on any date specified in the notice after the 90-day period.
- C. In the event this agreement terminates, the terminating party agrees to initiate and pay for a full audit of HOT funds for a period of at least six (6) months prior to

termination. Furthermore, the County agrees to return any remaining Hotel Occupancy Tax collected on behalf of the City of Glen Rose.

VI. CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of Texas, and in particular with Chapter 351 of the Texas Tax Code.

VII. COUNTY'S RELATIONSHIP TO CITY

It is expressly understood and agreed that the County, in conducting the tourism program under this Agreement, is acting on behalf of City and County Tourism. Accordingly, the Tourism Administration and property of the County used or involved in the program under this Agreement shall not be considered, for any purpose, to be the Tourism Administration or property of the City. County agrees to indemnify the City from any and all claims which may occur as a result of the program conducted by County and the activities contemplated by County under this Agreement.

IN WITNESS WHEREOF, the City of Glen Rose and Somervell County have caused this Agreement to be executed and delivered by their duly authorized representatives as of the dates specified below:

OFFICIALLY APPROVED AND EXECUTED by City on this the ____ day of _____, 2021.

CITY OF GLEN ROSE

By: _____
Julia Douglas, Mayor

ATTEST:

Stephanie Ritchie, City Secretary

OFFICIALLY APPROVED AND EXECUTED by County on this the ____ day of _____, 2021.

COUNTY OF SOMERVELL

By: _____
Danny L. Chambers, County Judge

ATTEST:

Michelle Reynolds, County Clerk

FIRST-AMENDED INTERLOCAL AGREEMENT FOR HOTEL OCCUPANCY TAX SERVICES

This First-Amended Interlocal Agreement (the "Agreement"), is entered into by and between the City of Glen Rose ("City") and Somervell County ("County"), pursuant to Chapter 351 of the Texas Tax Code. In furtherance of the purposes of the Tax Code, and in consideration of the mutual covenants herein contained, City and County hereby agree as follows:

I. ALLOCATION OF FUNDS

- A. City has enacted a hotel occupancy tax on rooms furnished by hotels and motels within the City of Glen Rose. City hereby agrees to allocate all revenue received by City of this hotel occupancy tax ("HOT Funds") to County, pursuant to Texas Tax Code § 351.101(c). In exchange for the collection of all HOT Funds within City, County shall be responsible for providing and operating the tourism program to attract visitors and conventions to City and County.
- B. City will pay any HOT Funds it receives, which have not been otherwise redirected to County pursuant to this Agreement, to County within thirty (30) days of receipt of same. County shall track and document all collections and expenses related to this Agreement.
- C. County shall maintain the HOT Funds provided by City under this Agreement in a ~~separate~~ *FOR HOT FUNDS* account, and County shall not commingle the funds in that account with any other money, or maintain them in any other account.
P.L. GF
- D. County shall maintain complete and accurate financial records of each expenditure of the HOT Funds and, at the request of the City Council or the City Council's designee, or as may be required by law, shall make the records available for inspection and review during normal business hours.
DELIVERING MONTHLY
- E. County may request that all Hotel Tax be paid directly to County by the Hoteliers/Short Term Rentals to alleviate City staff from having to bill and collect HOT Funds as well as presenting checks payable to County for payment of the tax.

II. USE OF HOT FUNDS

- A. County shall expend HOT Funds for promotional and tourism advertising for City and County by conducting a solicitation and operating program to attract visitors and conventions to City and County. HOT Funds shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel

HOT Funds received from the City's collections and their allocated expenditures and shall outline the portion of HOT Funds received from the County's collections and their allocated expenditures. County and City shall, in writing, approve in advance the annual budget of the Tourism Department. Furthermore, County shall at least monthly (first Monday of the month) provide a list of revenues received and expenditures made of ~~the Tourism Department~~ City HOT Funds by the Tourism Department during the previous month.

- B. In addition to the hereinabove referred to report and financial data, an audit of the funds and activities may be made to City upon reasonable notice and the request of County at any time. In the event an audit is requested of City, it is agreed that the auditors performing said audit shall have access to and the right to examine all records and accounts directly related to HOT Funds and any such other City CVB records and accounts as may be reasonably necessary to conduct and complete an audit. Likewise, the County Tourism Administration shall be subject to audit regarding the funds and activities contemplated under this Agreement upon reasonable notice and request to County.

IV. BUILDING USE / LOCATION

The location of the CVB building currently occupied by City shall remain in place for County's use under this Agreement unless a different location is chosen by County in the future. County agrees to pay for minor maintenance and repairs as well as utility costs for the building and City remains responsible for major repairs and must maintain property insurance on the building in the event of major damages or destruction by natural disaster. Although no rent is required by City, it estimates a rental value for this building of \$10,000 per year. If City decides to pursue a sale of the property and building, it shall provide County a minimum of 180 days notice to vacate to allow County sufficient time to find a suitable alternative location for its operations under this Agreement.

For the purpose of this agreement, Major repairs shall be defined as any repair cost that would be covered under the City's Insurance Policy minus the deductible. All other items will be considered Minor repairs.

V. TERM AND TERMINATION

- A. The term of this Agreement shall be effective through September 30, 2023. First payment of HOT Funds by City to County shall occur on or before July 15, 2021. This Agreement will be reviewed by City and County on or before 90 days prior to September 30, 2023, at which time if no changes are requested by either party, this Agreement will automatically renew for a period of five (5) additional

By:

Julia Douglas
Julia Douglas, Mayor

ATTEST:

Rosario Sosol-Lihaut
Rosario Sosol-Lihaut, Deputy City Secretary

OFFICIALLY APPROVED AND EXECUTED by County on this the ____ day of
_____, 2022.

COUNTY OF SOMERVELL

By:

Danny L. Chambers, County Judge

ATTEST:

Michelle Reynolds, County Clerk



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	05/24/2022		
AGENDA SUBJECT:	Budget Workshop		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	05/16/2022
EXHIBITS:	Discussion on the budget; Proposed FY 2022-23 Budget		
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:	Provided for your consideration is a Proposed FY 2022-23 Budget.		
RECOMMENDED ACTION:			

DISCUSSION ON FY 2022-23 BUDGET PROPOSAL

Input was provided by all the Department Heads. No adjustments have been made to the payroll portion of the budget (pending input from the Council on COLA and/or merit increases) other than rearrangements due to no longer having a supervisory position, the pay for which was divided between three departments. The monthly insurance benefit has been bumped from \$700 to \$800. Employees had expressed hopes that the City would increase the insurance benefit when last year's premium increases were being announced. The \$700 benefit was first budgeted in 2015-16, seven years ago. Premiums have been steadily increasing since then. In 2014-15, \$805 was budgeted. Prior to that the number had fluctuated around \$750/month. The City provides policies with high deductibles, but offers an HSA plan. Those employees who don't insure dependents have some left over each month to deposit into their HSA plan, helping to offset the high deductibles.

The major capital improvement components include: \$1,280,100 for the TWDB WWTP work (with 80% TWDB funding and 20% City funding); \$588,000 for East Sewer Trunk Line from Longhorn Drive to the WWTP and SCADA equipment for a lift station; \$700,000 to replace the ground storage tank at Well #3; \$100,000 to complete our emergency generator projects; \$500,000 carry-over on the Spanish Oaks/Hereford Water Main Project (with a majority paid for by previously acquired ARPA funds); \$150,000 carryover for the Valley View project; \$150,000 for a cooperative County/City chip seal project like what was done a few years ago, and \$798,200 for 3rd, Webster, and Clay Street projects from the CIP. It is possible that the City could get some CDBG grant funding for this last project, but that funding wouldn't be available until the following year, at the earliest. Since Wolf City is the only area where the City is able to qualify for CDBG projects, it might be wise to delay that project until grant funds are available. As we work through the budget process, Public Works Director Holder and I will be providing you with additional information on the proposed capital improvement projects.

The budget anticipates a reduced property tax rate, but an increase of 3.5% in revenue on the existing properties due to increased valuations and a \$28,500 increase due to the new properties added to the tax roll. Trash revenue is based on the new contract with a 10% city markup. Water and wastewater revenue is projected based on the current rates remaining in effect. \$101,000 in contract labor has been included for the new admin position funded by the Council last year, then delayed due to the Comp Plan. If the Council wishes to move forward with this position, that money can be spread out over all the employee payroll codes.

Both the General Fund and Utility Fund Budgets, as presented, will require a drawdown of the City's reserves - \$570,000 for the General Fund and about \$1.9 million for the Utility Fund. There are more than enough reserves to cover these drawdowns. If the capital improvement and grant projects are eliminated, there would be a drawdown of about \$200,000 in the Utility Fund, but there would be a surplus of about \$1.1 million in the General Fund. In most cities, the General

Fund is subsidized by profits from the Utility Fund. As you can see, that isn't the case in Glen Rose. Due to strong sales tax revenues, the City hasn't made it a priority to raise more revenue from its utility operations. The concern is that sales tax revenue can be very fickle. In 2008, the City received \$1,513,320 in sales tax revenue; in 2009, \$1,210,062; and, in 2010, \$840,141. I suspect the 44% (\$670,000) drop from 2008 to 2010 came as quite a shock to whomever was managing the City's finances at the time.

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
GENERAL FUND REVENUE						
10-4000	Sales Tax	\$1,500,000.00	\$1,500,000.00	\$953,813.97	\$1,600,000.00	6.67%
10-4001	Mixed Drinks Tax	\$26,000.00	\$26,000.00	\$11,386.55	\$20,000.00	-23.08%
10-4002	Gross Receipts Tax	\$200,000.00	\$200,000.00	\$176,403.46	\$200,000.00	0.00%
10-4005	Property Taxes	\$781,780.00	\$781,780.00	\$727,716.78	\$830,000.00	6.17%
10-4006	Penalites & Interest	\$10,000.00	\$10,000.00	\$17,409.23	\$10,000.00	0.00%
10-4010	Property Taxes (Delinquent)	\$17,000.00	\$17,000.00	\$48,429.45	\$20,000.00	17.65%
10-4200	Permits	\$90,000.00	\$90,000.00	\$81,261.06	\$120,000.00	33.33%
10-4300	Pound Fees	\$500.00	\$500.00	\$385.00	\$500.00	0.00%
10-4301	Municipal Court Fine Revenue	\$70,000.00	\$70,000.00	\$21,546.74	\$70,000.00	0.00%
10-4303	Deferred Adjudication	\$19,000.00	\$19,000.00	\$4,409.24	\$14,000.00	-26.32%
10-4305	Time Payment Reimbursement Fee	\$500.00	\$500.00	\$339.00	\$500.00	0.00%
10-4316	Court Costs	\$16,500.00	\$16,500.00	\$4,336.62	\$13,000.00	-21.21%
10-4318	Warrant Fee-Muni Court	\$200.00	\$200.00	\$732.73	\$1,000.00	400.00%
10-4320	Court Col Fee	\$200.00	\$200.00	\$0.00	\$0.00	-100.00%
10-4322	Indigent Fee	\$550.00	\$550.00	\$0.00	\$0.00	-100.00%
10-4330	Donations	\$600.00	\$600.00	\$565.00	\$1,000.00	66.67%
10-4331	Clear The Shelter	\$2,000.00	\$2,000.00	\$829.00	\$2,000.00	0.00%
10-4332	County Res Impound Fee	\$1,000.00	\$1,000.00	\$1,155.00	\$1,900.00	90.00%
10-4345	Quarantine Fee	\$350.00	\$350.00	\$0.00	\$350.00	0.00%
10-4346	Boarding Fee	\$200.00	\$200.00	\$60.00	\$200.00	0.00%
10-4347	Adopting Fee	\$1,500.00	\$1,500.00	\$1,130.00	\$1,500.00	0.00%
10-4348	Euthanasia Fee	\$200.00	\$200.00	\$150.00	\$200.00	0.00%
10-4500	Interest Income	\$4,000.00	\$4,000.00	\$4,283.10	\$15,000.00	275.00%
10-4700	Miscellaneous Income	\$15,000.00	\$15,000.00	\$6,645.19	\$11,500.00	-23.33%
10-4703	VRC Loan Repayment	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	0.00%
10-4704	Glen Rose Wrecker	\$6,000.00	\$6,000.00	\$4,000.00	\$9,000.00	50.00%
10-4705	Nextlink	\$18,000.00	\$18,000.00	\$12,000.00	\$18,000.00	0.00%
10-4707	Safe Routes Cost Sharing (GRISD & CO.)	\$1,059,494.00	\$1,059,494.00	\$0.00	\$220,000.00	-79.24%
10-4709	NRHP Grant	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	0.00%
10-4710	Transfer in Reserves	\$150,000.00	\$150,000.00	\$0.00	\$570,000.00	280.00%
	TOTAL GENERAL FUND REVENUE	\$4,050,574.00	\$4,050,574.00	\$2,088,987.12	\$3,809,650.00	-5.95%
UTILITY FUND REVENUE						
20-4100	Miscellaneous Water	\$6,800.00	\$6,800.00	\$7,870.32	\$10,000.00	47.06%
20-4101	Water Fees	\$1,100,000.00	\$1,100,000.00	\$623,347.99	\$1,100,000.00	0.00%
20-4102	Sewer Fees	\$627,000.00	\$627,000.00	\$404,976.24	\$628,000.00	0.16%
20-4105	Trash	\$361,000.00	\$361,000.00	\$242,195.15	\$450,000.00	24.65%
20-4307	Reconnect Fee	\$1,000.00	\$1,000.00	\$3,300.00	\$5,700.00	470.00%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
20-4341	Tap Fees	\$10,000.00	\$10,000.00	\$21,450.00	\$20,000.00	100.00%
20-4342	Transfer Fees	\$1,100.00	\$1,100.00	\$0.00	\$0.00	-100.00%
20-4343	Penalty Fees	\$23,500.00	\$23,500.00	\$10,834.11	\$18,000.00	-23.40%
20-4500	Interest Income	\$1,600.00	\$1,600.00	\$1,408.29	\$4,000.00	150.00%
20-4700	Miscellaneous Income	\$0.00	\$0.00	\$5,589.91	\$0.00	
20-4710	Transfer in Reserves	\$1,620,000.00	\$1,620,000.00	\$0.00	\$1,920,000.00	18.52%
20-4711	TWDB EDAP	\$0.00	\$0.00	\$217,468.23	\$1,024,000.00	
20-4715	COVID-19 Relief (American Rescue Plan)	\$334,387.00	\$334,387.00	\$0.00	\$0.00	-100.00%
	TOTAL UTILITY FUND REVENUE	\$4,086,387.00	\$4,086,387.00	\$1,538,440.24	\$5,179,700.00	26.76%
	HOT REVENUE					
30-4003	Hotel Occupancy Tax	\$400,000.00	\$400,000.00	\$0.00	\$400,000.00	0.00%
	TOTAL HOT REVENUE	\$400,000.00	\$400,000.00	\$0.00	\$400,000.00	0.00%
	DEDICATED COURT FUND REVENUE					
70-4308	Local Truancy Prevention and Diversion Fund	\$4,574.00	\$4,574.00	\$1,221.83	\$4,574.00	0.00%
70-4311	Municipal Jury Funds	\$92.00	\$92.00	\$24.44	\$92.00	0.00%
70-4312	Municipal Court Technology Fund	\$3,673.00	\$3,673.00	\$1,077.59	\$3,673.00	0.00%
70-4314	Municipal Court Building Security Fund	\$4,500.00	\$4,500.00	\$1,272.56	\$4,500.00	0.00%
70-4710	Transfer In From Court Security Reserves	\$5,888.00	\$5,888.00	\$0.00	\$8,400.00	42.66%
	Transfer In from Truancy Fund	\$0.00	\$0.00	\$0.00	\$6,200.00	
70-4900	Transfer in from Court Technology Reserves	\$5,860.00	\$5,860.00	\$0.00	\$8,000.00	36.52%
70-4901	Transfer in from Jury Fund	\$71.00	\$71.00	\$0.00	\$120.00	69.01%
	TOTAL DEDICATED COURT FUND REVENUE	\$24,658.00	\$24,658.00	\$3,596.42	\$35,559.00	44.21%
	COUNCIL EXPENDITURES					
10-05-5055	Mayor & Council Pay	\$10,000.00	\$10,000.00	\$4,300.00	\$10,000.00	0.00%
10-05-5145	Exp Mayor & Council	\$2,000.00	\$2,000.00	\$708.45	\$2,000.00	0.00%
10-05-5201	Attorney	\$20,000.00	\$40,000.00	\$45,354.61	\$30,000.00	-25.00%
10-05-5240	Election Expense	\$15,000.00	\$15,000.00	\$1,790.90	\$15,000.00	0.00%
10-05-5401	Telephone	\$789.00	\$789.00	\$0.00	\$789.00	0.00%
10-05-5502	Mayor & Council Travel	\$7,500.00	\$7,500.00	\$4,441.79	\$7,500.00	0.00%
10-05-5503	Mayor & Council Training	\$2,500.00	\$2,500.00	\$1,640.00	\$2,500.00	0.00%
		\$57,789.00	\$77,789.00	\$58,235.75	\$67,789.00	-12.86%
	STREET & PARK EXPENDITURES					
10-40-5000	Wages Streets & Parks	\$141,786.00	\$141,786.00	\$91,162.47	\$105,726.00	-25.43%
10-40-5001	Overtime Streets & Parks	\$7,650.00	\$7,650.00	\$4,939.71	\$6,000.00	-21.57%
10-40-5003	Payroll Taxes Streets/Pks	\$11,758.00	\$11,758.00	\$7,141.48	\$8,894.00	-24.36%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
10-40-5004	Retirement	\$21,809.00	\$21,809.00	\$13,805.78	\$17,206.00	-21.11%
10-40-5005	Health Insurance	\$33,600.00	\$33,600.00	\$20,323.24	\$28,800.00	-14.29%
10-40-5006	Life & Add Insurance	\$920.00	\$920.00	\$376.75	\$686.00	-25.43%
10-40-5007	Workers Comp Insurance	\$8,193.00	\$8,193.00	\$5,374.06	\$6,109.00	-25.44%
10-40-5008	TWC	\$4,302.00	\$4,302.00	\$69.82	\$3,208.00	-25.43%
10-40-5010	Longevity	\$2,200.00	\$2,200.00	\$0.00	\$1,400.00	-36.36%
10-40-5013	On Call	\$4,171.00	\$4,171.00	\$0.00	\$3,129.00	-24.98%
10-40-5100	Supplies	\$3,200.00	\$3,200.00	\$1,379.02	\$3,200.00	0.00%
10-40-5107	Janitorial Supplies	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00	0.00%
10-40-5108	Uniforms	\$2,420.00	\$2,420.00	\$1,292.32	\$2,420.00	0.00%
10-40-5120	Tools	\$2,500.00	\$2,500.00	\$60.82	\$2,500.00	0.00%
10-40-5122	Crack Sealant	\$13,210.00	\$13,210.00	\$0.00	\$2,500.00	-81.07%
10-40-5156	Asphalt	\$8,000.00	\$8,000.00	\$1,349.92	\$8,000.00	0.00%
10-40-5175	Herbicides & Insecticides	\$4,000.00	\$4,000.00	\$304.99	\$4,000.00	0.00%
10-40-5203	Contract Labor	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.00%
10-40-5401	Telephone	\$3,500.00	\$3,500.00	\$738.61	\$3,500.00	0.00%
10-40-5403	Electric	\$7,000.00	\$7,000.00	\$5,131.53	\$10,000.00	42.86%
10-40-5404	Water	\$5,500.00	\$5,500.00	\$368.37	\$3,000.00	-45.45%
10-40-5405	Gas	\$2,500.00	\$2,500.00	\$780.15	\$2,500.00	0.00%
10-40-5421	Street Lighting	\$33,000.00	\$33,000.00	\$18,148.65	\$33,000.00	0.00%
10-40-5500	Training	\$250.00	\$250.00	\$0.00	\$250.00	0.00%
10-40-5501	Travel	\$0.00	\$0.00	\$0.00	\$250.00	0.00%
10-40-5600	Vehicle Repair	\$6,000.00	\$6,000.00	\$242.08	\$6,000.00	0.00%
10-40-5602	Repair & Maint - Equip	\$7,000.00	\$7,000.00	\$2,446.51	\$10,000.00	42.86%
10-40-5604	Repair & Maint - Struct	\$10,000.00	\$10,000.00	\$426.03	\$10,000.00	0.00%
10-40-5608	Gas/Oil/Lube	\$7,500.00	\$7,500.00	\$4,715.92	\$10,000.00	33.33%
10-40-5611	Vehicle & Equipment Fund	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	0.00%
10-40-5621	Rock/Gravel/Stone	\$700.00	\$700.00	\$190.60	\$700.00	0.00%
10-40-5626	Sidewalk	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
10-40-5636	Street Paint	\$1,500.00	\$1,500.00	\$333.75	\$1,500.00	0.00%
10-40-5655	Concrete	\$1,500.00	\$1,500.00	\$719.93	\$1,500.00	0.00%
10-40-5656	Drainage Pipe	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	0.00%
10-40-5700	Capital Expenditures	\$413,000.00	\$413,000.00	\$11,000.00	\$948,200.00	129.59%
10-40-5720	Park Development	\$7,500.00	\$7,500.00	\$723.95	\$7,500.00	0.00%
10-40-5721	Road Base	\$1,500.00	\$1,500.00	\$799.88	\$1,500.00	0.00%
10-40-5736	Engineering For Next Project	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
10-40-5738	Safe Routes School Grant&Match	\$1,135,172.00	\$1,129,982.00	\$0.00	\$340,000.00	-69.91%
10-40-5739	Barnard Street Sidewalk (900)	\$80,000.00	\$70,000.00	\$0.00	\$100,000.00	42.86%
10-40-5740	Paving	\$200,000.00	\$200,000.00	\$0.00	\$150,000.00	-25.00%
10-40-5801	Miscellaneous Exp	\$500.00	\$500.00	\$0.00	\$500.00	0.00%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
10-40-5804	Service Fees	\$30,000.00	\$30,000.00	\$4,393.00	\$30,000.00	0.00%
10-40-5859	Street Signs	\$4,000.00	\$4,000.00	\$1,473.00	\$4,000.00	0.00%
		\$2,288,141.00	\$2,272,951.00	\$200,212.34	\$1,988,478.00	-12.52%

BUILDING & CODE COMPLIANCE EXPENDITURES

10-50-5000	Wages Code Enforcement	\$148,451.00	\$148,451.00	\$86,335.24	\$148,451.00	0.00%
10-50-5001	Overtime Code Enforcement	\$3,570.00	\$3,570.00	\$537.44	\$3,570.00	0.00%
10-50-5003	Payroll Taxes Code Enf	\$11,915.00	\$11,915.00	\$6,178.52	\$11,915.00	0.00%
10-50-5004	Retirement	\$22,116.00	\$22,116.00	\$11,761.46	\$22,116.00	0.00%
10-50-5005	Health Insurance	\$25,200.00	\$25,200.00	\$6,835.44	\$28,800.00	14.29%
10-50-5006	Life & Add Insurance	\$753.00	\$753.00	\$205.14	\$753.00	0.00%
10-50-5007	Workers Comp Insurance	\$1,506.00	\$1,506.00	\$978.90	\$1,506.00	0.00%
10-50-5008	TWC	\$4,358.00	\$4,358.00	\$255.27	\$4,358.00	0.00%
10-50-5013	On Call	\$3,650.00	\$3,650.00	\$1,400.00	\$3,650.00	0.00%
10-50-5106	Postage	\$2,100.00	\$2,100.00	\$1,132.97	\$2,500.00	19.05%
10-50-5108	Uniforms	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
10-50-5120	Instrument & Tools	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
10-50-5202	Engineering	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
10-50-5203	Contract Labor	\$500.00	\$1,500.00	\$1,050.00	\$2,000.00	33.33%
10-50-5210	Legal Notices & Advertising	\$2,000.00	\$2,000.00	\$827.00	\$2,000.00	0.00%
10-50-5215	Code Replacement	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
10-50-5219	Abatements	\$10,000.00	\$10,000.00	\$500.00	\$10,000.00	0.00%
10-50-5247	Mapping	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	0.00%
10-50-5401	Telephone	\$789.00	\$789.00	\$407.78	\$789.00	0.00%
10-50-5500	Training	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	0.00%
10-50-5501	Travel	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	0.00%
10-50-5600	Vehicle Repair	\$2,000.00	\$2,000.00	\$21.47	\$2,000.00	0.00%
10-50-5608	Gas/Oil/Lube	\$750.00	\$750.00	\$415.24	\$1,000.00	33.33%
10-50-5801	Miscellaneous Exp	\$2,000.00	\$2,000.00	\$198.00	\$2,000.00	0.00%
10-50-5803	Software	\$3,000.00	\$3,000.00	\$1,800.00	\$4,800.00	60.00%
10-50-5837	License Renewal	\$400.00	\$400.00	\$0.00	\$400.00	0.00%
10-50-5860	Hardware Replacement	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
		\$259,558.00	\$260,558.00	\$120,839.87	\$267,108.00	2.51%

ANIMAL CONTROL EXPENDITURES

10-55-5000	Wages Animal Control	\$36,237.00	\$36,237.00	\$27,174.42	\$36,237.00	0.00%
10-55-5001	Overtime Animal Control	\$3,570.00	\$3,570.00	\$1,063.81	\$3,570.00	0.00%
10-55-5003	Payroll Taxes Animal Cont	\$3,330.00	\$3,330.00	\$2,160.27	\$3,330.00	0.00%
10-55-5004	Retirement	\$6,181.00	\$6,181.00	\$4,058.32	\$6,181.00	0.00%
10-55-5005	Health Insurance	\$8,400.00	\$8,400.00	\$6,415.67	\$9,600.00	14.29%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
10-55-5006	Life & Add Insurance	\$286.00	\$286.00	\$157.94	\$286.00	0.00%
10-55-5007	Workers Comp Insurance	\$2,721.00	\$2,721.00	\$1,621.51	\$2,721.00	0.00%
10-55-5008	TWC	\$1,217.00	\$1,217.00	\$9.00	\$1,217.00	0.00%
10-55-5010	Longevity	\$300.00	\$300.00	\$0.00	\$400.00	33.33%
10-55-5011	Teladoc Insurance	\$0.00	\$0.00	\$0.00	\$0.00	
10-55-5013	On Call	\$3,650.00	\$3,650.00	\$0.00	\$3,650.00	0.00%
10-55-5100	Supplies	\$1,500.00	\$1,500.00	\$1,052.16	\$2,000.00	33.33%
10-55-5108	Uniforms	\$1,200.00	\$1,200.00	\$934.09	\$1,200.00	0.00%
10-55-5109	Office Supplies	\$800.00	\$800.00	\$121.37	\$800.00	0.00%
10-55-5165	Euth. & Medication	\$2,000.00	\$2,000.00	\$469.49	\$2,000.00	0.00%
10-55-5203	Contract Labor	\$2,000.00	\$2,000.00	\$260.00	\$2,000.00	0.00%
10-55-5224	It Support	\$0.00	\$0.00	\$352.48	\$500.00	
10-55-5236	Employee Rabies Shots	\$1,600.00	\$1,600.00	\$0.00	\$1,600.00	0.00%
10-55-5237	Adoption Reimbursement	\$1,600.00	\$1,600.00	\$640.00	\$1,600.00	0.00%
10-55-5401	Telephone	\$2,000.00	\$2,000.00	\$532.30	\$2,000.00	0.00%
10-55-5402	Internet	\$1,400.00	\$1,400.00	\$775.81	\$1,400.00	0.00%
10-55-5403	Electric	\$5,600.00	\$5,600.00	\$2,837.66	\$5,600.00	0.00%
10-55-5500	Training	\$1,500.00	\$1,500.00	\$1,253.00	\$1,500.00	0.00%
10-55-5501	Travel	\$1,500.00	\$1,500.00	\$301.55	\$1,500.00	0.00%
10-55-5600	Vehicle Repair	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	0.00%
10-55-5602	Repair & Maint - Equip	\$2,000.00	\$2,000.00	\$605.30	\$2,000.00	0.00%
10-55-5603	Equipment	\$1,000.00	\$1,000.00	\$324.09	\$1,000.00	0.00%
10-55-5604	Repair & Maint - Struct	\$4,000.00	\$4,000.00	\$400.00	\$6,000.00	50.00%
10-55-5608	Gas/Oil/Lube	\$4,000.00	\$4,000.00	\$1,723.28	\$5,000.00	25.00%
10-55-5700	Capital Improvements	\$500.00	\$500.00	\$0.00	\$0.00	-100.00%
10-55-5801	Miscellaneous Exp	\$600.00	\$600.00	\$15.99	\$600.00	0.00%
10-55-5803	Software	\$450.00	\$450.00	\$350.00	\$450.00	0.00%
10-55-5804	Service Fees	\$300.00	\$300.00	\$0.00	\$300.00	0.00%
10-55-5839	Rabies Test Fees	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
10-55-5860	Hardware Replacement	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
10-55-5870	Office Equip/Furn	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
		\$105,942.00	\$105,942.00	\$55,609.51	\$110,742.00	4.53%
ADMINISTRATION EXPENDITURES						
10-60-5000	Wages Administration	\$294,521.00	\$294,521.00	\$185,409.67	\$304,158.00	3.27%
10-60-5003	Payroll Taxes Admin	\$22,850.00	\$22,850.00	\$13,949.50	\$23,268.00	1.83%
10-60-5004	Retirement	\$42,387.00	\$42,387.00	\$27,270.83	\$44,736.00	5.54%
10-60-5005	Health Insurance	\$33,600.00	\$33,600.00	\$19,538.08	\$38,400.00	14.29%
10-60-5006	Life & Add Insurance	\$1,247.00	\$1,247.00	\$711.91	\$1,247.00	0.00%
10-60-5007	Workers Comp Insurance	\$1,221.00	\$1,221.00	\$766.51	\$1,221.00	0.00%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
10-60-5008	TWC	\$8,246.00	\$8,246.00	\$36.00	\$8,246.00	0.00%
10-60-5010	Longevity	\$4,100.00	\$4,100.00	\$0.00	\$3,800.00	-7.32%
10-60-5108	Uniforms	\$750.00	\$750.00	\$0.00	\$750.00	0.00%
10-60-5109	Office Supplies	\$2,000.00	\$2,000.00	\$359.35	\$2,000.00	0.00%
10-60-5203	Contract Labor	\$101,000.00	\$6,000.00	\$1,610.00	\$101,000.00	1583.33%
10-60-5210	Legal Notices & Advertising	\$3,000.00	\$3,000.00	\$1,029.86	\$3,000.00	0.00%
10-60-5218	Legal Updates	\$7,500.00	\$7,500.00	\$146.24	\$7,500.00	0.00%
10-60-5401	Telephone	\$2,200.00	\$2,200.00	\$702.42	\$2,200.00	0.00%
10-60-5406	CVB/Oakdale Electric	\$0.00	\$0.00	\$610.49	\$0.00	
10-60-5500	Training	\$5,000.00	\$5,000.00	\$2,102.00	\$5,000.00	0.00%
10-60-5501	Travel	\$6,000.00	\$6,000.00	\$1,435.29	\$6,000.00	0.00%
10-60-5600	Vehicle Repair	\$4,000.00	\$4,000.00	\$21.47	\$4,000.00	0.00%
10-60-5602	Repair & Maint - Equip	\$1,000.00	\$1,000.00	\$285.12	\$1,000.00	0.00%
10-60-5604	Repair & Maint - Struct	\$10,000.00	\$10,000.00	\$582.57	\$10,000.00	0.00%
10-60-5608	Gas/Oil/Lube	\$1,000.00	\$1,000.00	\$99.11	\$1,000.00	0.00%
10-60-5800	Dues	\$2,500.00	\$2,500.00	\$651.00	\$2,500.00	0.00%
10-60-5801	Miscellaneous Exp	\$2,000.00	\$2,000.00	\$571.44	\$2,000.00	0.00%
10-60-5803	Software	\$12,000.00	\$12,000.00	\$566.55	\$12,000.00	0.00%
10-60-5804	Service Fees	\$15,000.00	\$15,000.00	\$4,825.42	\$15,000.00	0.00%
10-60-5860	Hardware Replacement	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%
		\$585,122.00	\$490,122.00	\$263,280.83	\$602,026.00	22.83%

NON-DEPARTMENTAL EXPENDITURES

10-65-5009	Other Insurance Tmlrp	\$36,000.00	\$32,140.00	\$32,139.42	\$36,000.00	12.01%
10-65-5041	Employee Appreciation	\$3,500.00	\$3,500.00	\$1,611.64	\$3,500.00	0.00%
10-65-5100	Supplies	\$1,850.00	\$1,850.00	\$298.12	\$1,850.00	0.00%
10-65-5106	Postage	\$5,450.00	\$5,450.00	\$366.46	\$5,450.00	0.00%
10-65-5107	Janitorial Supplies	\$1,500.00	\$1,500.00	\$408.60	\$1,500.00	0.00%
10-65-5109	Office Supplies	\$5,000.00	\$5,000.00	\$3,394.68	\$5,000.00	0.00%
10-65-5200	Audit	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00	0.00%
10-65-5202	Engineering	\$15,000.00	\$15,000.00	\$14,500.00	\$15,000.00	0.00%
10-65-5217	Postage, Copier Lease	\$10,000.00	\$10,000.00	\$3,361.54	\$10,000.00	0.00%
10-65-5223	Accounting Software & Support	\$11,500.00	\$11,500.00	\$1,000.00	\$11,500.00	0.00%
10-65-5224	It Support	\$15,000.00	\$15,000.00	\$3,446.50	\$15,000.00	0.00%
10-65-5225	Janitorial Services	\$7,800.00	\$7,800.00	\$4,550.00	\$7,800.00	0.00%
10-65-5226	CPA	\$6,000.00	\$6,000.00	\$2,350.00	\$6,000.00	0.00%
10-65-5227	Background Test	\$50.00	\$50.00	\$0.00	\$50.00	0.00%
10-65-5228	Website/Email Management	\$12,500.00	\$12,500.00	\$7,837.00	\$12,500.00	0.00%
10-65-5230	Comprehensive Plan	\$0.00	\$100,000.00	\$7,100.00	\$42,000.00	-58.00%
10-65-5235	Drug Testing	\$500.00	\$500.00	\$0.00	\$500.00	0.00%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
10-65-5401	Telephone	\$13,500.00	\$13,500.00	\$6,492.51	\$13,500.00	0.00%
10-65-5402	Internet	\$7,200.00	\$7,200.00	\$2,648.11	\$7,200.00	0.00%
10-65-5403	Electric	\$6,000.00	\$6,000.00	\$2,336.84	\$6,000.00	0.00%
10-65-5404	Water	\$4,000.00	\$4,000.00	\$4,336.32	\$4,000.00	0.00%
10-65-5405	Gas	\$1,500.00	\$1,500.00	\$870.65	\$1,500.00	0.00%
10-65-5420	Riverwalk Insurance	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	0.00%
10-65-5740	City Hall Renovation 3300Sqft	\$100,000.00	\$100,000.00	\$0.00	\$50,000.00	-50.00%
10-65-5805	Qrt S.C.A.D.	\$13,157.00	\$13,157.00	\$6,578.18	\$15,210.00	15.60%
10-65-5810	Text My Gov & Archive Social	\$5,488.00	\$5,488.00	\$0.00	\$5,488.00	0.00%
10-65-5832	Fire Department Contribution	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.00%
10-65-5833	Transit Contribution	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	0.00%
10-65-5835	Non Departamental Other	\$6,000.00	\$6,000.00	\$614.61	\$6,000.00	0.00%
10-65-5837	Contingency	\$12,134.00	\$3,134.00	\$0.00	\$23,266.00	642.37%
10-65-5841	Citizens Center	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00	0.00%
10-65-5870	Office Equip/Furn	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	0.00%
		\$336,629.00	\$424,769.00	\$133,741.18	\$342,814.00	-19.29%

MUNICIPAL COURT EXPENDITURES

10-80-5000	Wages Court	\$35,876.00	\$36,723.00	\$23,222.88	\$36,723.00	0.00%
10-80-5003	Payroll Taxes Court	\$2,745.00	\$2,809.00	\$1,718.30	\$2,809.00	0.00%
10-80-5004	Retirement	\$5,095.00	\$5,215.00	\$3,262.30	\$5,215.00	0.00%
10-80-5005	Health Insurance	\$8,400.00	\$8,400.00	\$5,322.05	\$9,600.00	14.29%
10-80-5006	Life & Add Insurance	\$202.00	\$202.00	\$109.20	\$202.00	0.00%
10-80-5007	Workers Comp Insurance	\$120.00	\$139.00	\$138.93	\$139.00	0.00%
10-80-5008	TWC	\$1,005.00	\$1,005.00	\$8.10	\$1,005.00	0.00%
10-80-5010	Longevity	\$0.00	\$0.00	\$0.00	\$300.00	
10-80-5106	Postage	\$1,000.00	\$1,000.00	\$601.11	\$1,400.00	40.00%
10-80-5109	Office Supplies	\$250.00	\$250.00	\$77.74	\$250.00	0.00%
10-80-5201	Attorney Fees	\$2,800.00	\$2,800.00	\$500.00	\$2,800.00	0.00%
10-80-5203	Contract Labor	\$6,000.00	\$6,000.00	\$3,500.00	\$6,000.00	0.00%
10-80-5224	FundView Support	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	0.00%
10-80-5285	Jail Services	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
10-80-5500	Training	\$2,000.00	\$2,000.00	\$200.00	\$2,000.00	0.00%
10-80-5501	Travel	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%
10-80-5800	Dues & Subscriptions	\$500.00	\$500.00	\$110.00	\$500.00	0.00%
10-80-5801	Miscellaneous Exp	\$1,000.00	\$1,000.00	\$28.69	\$1,000.00	0.00%
10-80-5806	Jury Service	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
10-80-5860	Hardware Replacement	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	0.00%
		\$78,993.00	\$80,043.00	\$38,799.30	\$81,943.00	2.37%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
LAW ENFORCEMENT EXPENDITURES						
10-90-5000	Wages Law Enforcement	\$124,173.00	\$124,173.00	\$60,976.80	\$124,173.00	0.00%
10-90-5003	Payroll Taxes Law Enforcement	\$9,499.00	\$9,499.00	\$4,625.07	\$9,499.00	0.00%
10-90-5004	Retirement	\$17,632.00	\$17,632.00	\$8,741.37	\$17,632.00	0.00%
10-90-5005	Health Insurance	\$16,800.00	\$16,800.00	\$5,744.03	\$19,200.00	14.29%
10-90-5006	Life & Add Insurance	\$561.00	\$561.00	\$205.15	\$561.00	0.00%
10-90-5007	Workers Comp Insurance	\$5,457.00	\$5,457.00	\$3,492.49	\$5,457.00	0.00%
10-90-5008	TWC	\$3,478.00	\$3,478.00	\$12.77	\$3,478.00	0.00%
10-90-5010	Longevity	\$1,000.00	\$1,000.00	\$0.00	\$1,400.00	40.00%
10-90-5100	Supplies	\$1,000.00	\$1,000.00	\$622.08	\$1,500.00	50.00%
10-90-5106	Postage	\$250.00	\$250.00	\$0.00	\$250.00	0.00%
10-90-5108	Uniforms	\$1,500.00	\$1,500.00	\$1,270.24	\$750.00	-50.00%
10-90-5109	Office Supplies	\$850.00	\$850.00	\$164.95	\$850.00	0.00%
10-90-5125	Ammunition	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100.00%
10-90-5225	Janitorial Services	\$3,000.00	\$3,000.00	\$1,750.00	\$3,000.00	0.00%
10-90-5401	Telephone	\$1,600.00	\$1,600.00	\$703.73	\$1,600.00	0.00%
10-90-5403	Electric	\$1,200.00	\$1,200.00	\$972.11	\$1,500.00	25.00%
10-90-5404	Water	\$1,250.00	\$1,250.00	\$462.72	\$1,250.00	0.00%
10-90-5500	Training	\$3,000.00	\$3,000.00	\$15.00	\$3,000.00	0.00%
10-90-5501	Travel	\$2,000.00	\$2,000.00	\$50.85	\$3,000.00	50.00%
10-90-5600	Vehicle Repair	\$2,500.00	\$2,500.00	\$179.48	\$3,500.00	40.00%
10-90-5602	Repair & Maint - Equip	\$2,000.00	\$2,000.00	\$33.98	\$2,000.00	0.00%
10-90-5603	Equipment	\$17,000.00	\$17,000.00	\$13,772.74	\$17,000.00	0.00%
10-90-5604	Repair & Maint - Struct	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
10-90-5608	Gas/Oil/Lube	\$4,500.00	\$4,500.00	\$1,291.24	\$6,500.00	44.44%
10-90-5700	Capital Improvements	\$0.00	\$0.00	\$0.00	\$1,000.00	
10-90-5801	Miscellaneous Exp	\$2,500.00	\$2,500.00	\$1,018.57	\$2,500.00	0.00%
10-90-5803	Software	\$500.00	\$500.00	\$149.99	\$500.00	0.00%
10-90-5804	Service Fees	\$400.00	\$400.00	\$7.00	\$400.00	0.00%
10-90-5820	Events	\$1,500.00	\$1,500.00	\$187.36	\$2,000.00	33.33%
10-90-5860	Computer Hardware	\$2,100.00	\$2,100.00	\$2,215.55	\$2,100.00	0.00%
		\$229,250.00	\$229,250.00	\$108,665.27	\$238,600.00	4.08%
10-96-5106	Postage	\$300.00	\$300.00	\$0.00	\$300.00	0.00%
10-96-5210	Legal Notices & Advertising	\$300.00	\$300.00	\$0.00	\$300.00	0.00%
10-96-5211	Promotional	\$750.00	\$750.00	\$0.00	\$750.00	0.00%
10-96-5500	Training	\$2,000.00	\$2,000.00	\$389.00	\$2,000.00	0.00%
10-96-5501	Travel Expense	\$1,000.00	\$1,000.00	\$651.29	\$2,000.00	100.00%
10-96-5700	Projects	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	0.00%
10-96-5800	Dues & Subscriptions	\$300.00	\$300.00	\$0.00	\$300.00	0.00%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
10-96-5849	Signage	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	0.00%
10-96-5866	Grant Match - Nrhph	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	0.00%
		\$109,150.00	\$109,150.00	\$1,040.29	\$110,150.00	0.92%
TOTAL GENERAL FUND EXPENDITURES		\$4,050,574.00	\$4,050,574.00	\$980,424.34	\$3,809,650.00	-5.95%
TOTAL GENERAL FUND REVENUE		\$4,050,574.00	\$4,050,574.00	\$2,088,987.12	\$3,809,650.00	-5.95%
		\$0.00	\$0.00	\$1,108,562.78	\$0.00	
WATER EXPENDITURES						
20-10-5000	Wages Water	\$92,799.00	\$92,799.00	\$49,278.35	\$111,488.00	20.14%
20-10-5001	Overtime Water	\$3,060.00	\$3,060.00	\$1,351.76	\$4,000.00	30.72%
20-10-5003	Payroll Taxes Water	\$7,428.00	\$7,428.00	\$3,811.15	\$9,170.00	23.45%
20-10-5004	Retirement	\$13,778.00	\$13,778.00	\$7,265.21	\$17,741.00	28.76%
20-10-5005	Health Insurance	\$23,800.00	\$23,800.00	\$10,644.06	\$28,800.00	21.01%
20-10-5006	Life & Add Insurance	\$449.00	\$449.00	\$242.65	\$539.00	20.04%
20-10-5007	Workers Comp Insurance	\$3,070.00	\$3,070.00	\$1,820.43	\$3,688.00	20.13%
20-10-5008	TWC	\$2,712.00	\$2,712.00	\$17.08	\$3,242.00	19.54%
20-10-5010	Longevity	\$900.00	\$900.00	\$0.00	\$1,300.00	44.44%
20-10-5013	On Call	\$1,043.00	\$1,043.00	\$0.00	\$2,086.00	100.00%
20-10-5100	Supplies	\$1,600.00	\$1,600.00	\$380.97	\$1,600.00	0.00%
20-10-5106	Postage	\$0.00	\$0.00	\$0.00	\$0.00	
20-10-5107	Janitorial Supplies	\$300.00	\$300.00	\$0.00	\$300.00	0.00%
20-10-5108	Uniforms	\$1,210.00	\$1,210.00	\$147.90	\$1,210.00	0.00%
20-10-5120	Tools	\$1,000.00	\$1,000.00	\$68.03	\$1,000.00	0.00%
20-10-5160	Process Chemicals	\$7,000.00	\$7,000.00	\$1,348.56	\$7,000.00	0.00%
20-10-5238	Lab Fees	\$8,700.00	\$8,700.00	\$5,469.62	\$8,700.00	0.00%
20-10-5298	Tank Cleaning	\$0.00	\$0.00	\$0.00	\$25,000.00	
20-10-5299	Purchased Water	\$151,000.00	\$151,000.00	\$119,953.30	\$150,000.00	-0.66%
20-10-5400	Utilities (Elec)	\$60,000.00	\$60,000.00	\$11,766.57	\$60,000.00	0.00%
20-10-5401	Telephone	\$5,000.00	\$5,000.00	\$723.33	\$5,000.00	0.00%
20-10-5405	Gas	\$3,000.00	\$1,500.00	\$780.14	\$1,500.00	0.00%
20-10-5500	Training	\$1,880.00	\$1,880.00	\$1,075.00	\$1,880.00	0.00%
20-10-5501	Travel	\$0.00	\$0.00	\$0.00	\$250.00	
20-10-5505	Safety Program	\$100.00	\$100.00	\$0.00	\$100.00	0.00%
20-10-5600	Vehicle Repair	\$1,000.00	\$1,000.00	\$300.93	\$1,000.00	0.00%
20-10-5601	System Repair	\$45,000.00	\$45,000.00	\$15,906.47	\$50,000.00	11.11%
20-10-5602	Repair & Maint - Equip	\$5,000.00	\$5,000.00	\$278.40	\$12,000.00	140.00%
20-10-5604	Repair & Maint - Struct	\$2,000.00	\$2,000.00	\$740.69	\$2,000.00	0.00%
20-10-5605	Repair & Maint - Tank	\$15,000.00	\$215,000.00	\$1,564.44	\$15,000.00	-93.02%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
20-10-5608	Gas/Oil/Lube	\$5,000.00	\$5,000.00	\$4,465.84	\$7,500.00	50.00%
20-10-5609	Equipment Rental	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
20-10-5611	Vehicle & Equipment Fund	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	0.00%
20-10-5652	Meters	\$15,000.00	\$15,000.00	\$8,920.00	\$38,100.00	154.00%
20-10-5700	Capital Improvements	\$825,000.00	\$455,500.00	\$74,171.07	\$600,000.00	31.72%
20-10-5701	Cdbg	\$0.00	\$0.00	\$2,025.00	\$0.00	
20-10-5737	Capital Improvement Well #4	\$0.00	\$0.00	\$4,587.09	\$0.00	
20-10-5739	100000 Gallons tank on Bryan St.	\$120,000.00	\$81,000.00	\$80,915.00	\$0.00	-100.00%
20-10-5741	Generator Quick Wire + Generators	\$0.00	\$40,000.00	\$66.32	\$0.00	-100.00%
20-10-5743	Tank Replacement at Well #3	\$0.00	\$700,000.00	\$0.00	\$700,000.00	
20-10-5801	Miscellaneous Exp	\$500.00	\$500.00	\$311.11	\$500.00	0.00%
20-10-5804	Service Fees	\$6,800.00	\$6,800.00	\$6,800.00	\$7,000.00	2.94%
20-10-5806	Meter Service Fees	\$2,800.00	\$2,800.00	\$0.00	\$2,800.00	0.00%
20-10-5807	Prairielands Permit Fees	\$46,810.00	\$46,810.00	\$0.00	\$46,810.00	0.00%
20-10-5846	Demurrage	\$1,320.00	\$1,320.00	\$204.00	\$1,320.00	0.00%
20-10-5860	Hardware Replacement	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	0.00%
20-10-5886	State Fees	\$4,000.00	\$4,000.00	\$3,784.12	\$4,000.00	0.00%
		\$1,527,559.00	\$2,057,559.00	\$421,184.59	\$1,976,124.00	-3.96%

SEWER EXPENDITURES

20-20-5000	Wages Sewer	\$63,202.00	\$63,202.00	\$30,595.48	\$83,117.00	31.51%
20-20-5001	Overtime Sewer	\$2,040.00	\$2,040.00	\$1,183.70	\$4,000.00	96.08%
20-20-5003	Payroll Taxes Sewer	\$5,121.00	\$5,121.00	\$2,284.75	\$7,023.00	37.14%
20-20-5004	Retirement	\$9,492.00	\$9,492.00	\$4,567.35	\$13,586.00	43.13%
20-20-5005	Health Insurance	\$16,800.00	\$16,800.00	\$5,322.00	\$16,800.00	0.00%
20-20-5006	Life & Add Insurance	\$465.00	\$465.00	\$139.80	\$765.00	64.52%
20-20-5007	Workers Comp Insurance	\$2,606.00	\$2,606.00	\$1,555.95	\$3,332.00	27.86%
20-20-5008	TWC	\$1,888.00	\$1,888.00	\$9.00	\$2,483.00	31.51%
20-20-5010	Longevity	\$1,400.00	\$1,400.00	\$0.00	\$2,600.00	85.71%
20-20-5013	On Call	\$2,086.00	\$2,086.00	\$0.00	\$2,086.00	0.00%
20-20-5100	Supplies	\$3,000.00	\$3,000.00	\$13.84	\$3,000.00	0.00%
20-20-5108	Uniforms	\$1,210.00	\$1,210.00	\$0.00	\$1,210.00	0.00%
20-20-5120	Tools	\$1,200.00	\$1,200.00	\$30.04	\$1,200.00	0.00%
20-20-5160	Process Chemicals	\$2,700.00	\$2,700.00	\$175.00	\$2,700.00	0.00%
20-20-5400	Utilities (Elec)	\$8,500.00	\$8,500.00	\$6,403.77	\$9,500.00	11.76%
20-20-5401	Telephone	\$1,500.00	\$1,500.00	\$590.55	\$1,500.00	0.00%
20-20-5405	Gas	\$0.00	\$1,500.00	\$780.13	\$1,500.00	0.00%
20-20-5500	Training	\$1,545.00	\$1,545.00	\$111.00	\$1,545.00	0.00%
20-20-5501	Travel	\$0.00	\$0.00	\$0.00	\$250.00	
20-20-5600	Vehicle Repair	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	0.00%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
20-20-5601	System Repair	\$17,500.00	\$17,500.00	\$4,692.83	\$25,500.00	45.71%
20-20-5602	Repair & Maint - Equip	\$7,500.00	\$7,500.00	\$251.72	\$12,500.00	66.67%
20-20-5604	Repair & Maint - Struct	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
20-20-5608	Gas/Oil/Lube	\$4,500.00	\$4,500.00	\$4,041.46	\$7,500.00	66.67%
20-20-5609	Equipment Rental	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
20-20-5655	Concrete	\$1,000.00	\$1,000.00	\$8.38	\$1,000.00	0.00%
20-20-5700	Capital Improvements	\$800,000.00	\$484,000.00	\$483,540.01	\$600,000.00	23.97%
20-20-5738	Grand Lift Station (Edap)	\$0.00	\$300,000.00	\$130,164.60	\$0.00	-100.00%
20-20-5742	Golf Course Lift Station	\$500,000.00	\$0.00	\$0.00	\$0.00	
20-20-5801	Miscellaneous Exp	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
20-20-5804	Service Fees	\$650.00	\$650.00	\$0.00	\$10,000.00	1438.46%
		\$1,462,405.00	\$947,905.00	\$676,461.36	\$821,197.00	-13.37%
WWTP Exenditures						
20-21-5000	Wages WWTP	\$99,885.00	\$99,885.00	\$70,911.57	\$99,885.00	0.00%
20-21-5001	Overtime Wwtp	\$6,120.00	\$6,120.00	\$5,367.27	\$6,120.00	0.00%
20-21-5003	Payroll Taxes Wwtp	\$8,796.00	\$8,796.00	\$5,811.04	\$8,796.00	0.00%
20-21-5004	Retirement	\$16,316.00	\$16,316.00	\$10,959.38	\$16,316.00	0.00%
20-21-5005	Health Insurance	\$16,800.00	\$16,800.00	\$10,644.07	\$16,800.00	0.00%
20-21-5006	Life & Add Insurance	\$465.00	\$465.00	\$285.00	\$465.00	0.00%
20-21-5007	Workers Comp Insurance	\$4,507.00	\$4,507.00	\$2,639.52	\$4,507.00	0.00%
20-21-5008	TWC	\$3,174.00	\$3,174.00	\$18.00	\$3,174.00	0.00%
20-21-5010	Longevity	\$1,500.00	\$1,500.00	\$0.00	\$1,800.00	20.00%
20-21-5013	On Call	\$7,300.00	\$7,300.00	\$0.00	\$7,300.00	0.00%
20-21-5100	Supplies	\$3,100.00	\$3,100.00	\$112.07	\$3,100.00	0.00%
20-21-5107	Janitorial Supplies	\$500.00	\$500.00	\$433.96	\$500.00	0.00%
20-21-5108	Uniforms	\$1,300.00	\$1,300.00	\$535.44	\$1,300.00	0.00%
20-21-5115	Chemical Supplies	\$25,000.00	\$25,000.00	\$5,275.36	\$25,000.00	0.00%
20-21-5120	Tools	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	0.00%
20-21-5202	Engineering	\$0.00	\$0.00	\$0.00	\$8,000.00	
20-21-5238	Lab Fees	\$22,000.00	\$22,000.00	\$10,299.00	\$22,000.00	0.00%
20-21-5259	Sludge Removal	\$16,200.00	\$16,200.00	\$0.00	\$16,200.00	0.00%
20-21-5400	Utilities	\$38,000.00	\$38,000.00	\$31,683.84	\$60,000.00	57.89%
20-21-5401	Telephone	\$5,000.00	\$5,000.00	\$1,812.03	\$5,000.00	0.00%
20-21-5500	Training	\$1,040.00	\$1,040.00	\$111.00	\$1,040.00	0.00%
20-21-5501	Travel	\$0.00	\$0.00	\$0.00	\$250.00	
20-21-5600	Vehicle Repair	\$1,000.00	\$1,000.00	\$15.50	\$1,000.00	0.00%
20-21-5601	System Repair	\$20,000.00	\$20,000.00	\$6,067.28	\$20,000.00	0.00%
20-21-5602	Repair & Maint - Equip	\$4,000.00	\$4,000.00	\$2,663.18	\$4,000.00	0.00%
20-21-5604	Repair & Maint - Struct	\$6,000.00	\$6,000.00	\$1,020.25	\$6,000.00	0.00%

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
20-21-5608	Gas/Oil/Lube	\$4,800.00	\$4,800.00	\$679.36	\$4,800.00	0.00%
20-21-5609	Equipment Rental	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
20-21-5700	Capital Improvements	\$152,340.00	\$152,340.00	\$0.00	\$0.00	-100.00%
20-21-5702	Wwtp Expansion Grant	\$0.00	\$0.00	\$0.00	\$1,280,100.00	
20-21-5708	Replacement Mower	\$14,000.00	\$14,000.00	\$13,700.00	\$0.00	-100.00%
20-21-5801	Miscellaneous Exp	\$500.00	\$500.00	\$0.00	\$500.00	0.00%
20-21-5804	Service Fees	\$6,900.00	\$6,900.00	\$0.00	\$6,900.00	0.00%
20-21-5886	State Fees	\$5,600.00	\$5,600.00	\$5,507.46	\$6,000.00	7.14%
		\$494,643.00	\$494,643.00	\$186,551.58	\$1,639,353.00	231.42%
SANITATION EXPENDITURES						
20-45-5403	Trash Pickup	\$309,000.00	\$309,000.00	\$224,396.72	\$450,000.00	45.63%
		\$309,000.00	\$309,000.00	\$224,396.72	\$450,000.00	45.63%
NON-DEPARTMENTAL EXPENDITURES						
20-65-5106	Postage	\$7,000.00	\$7,000.00	\$3,573.07	\$7,000.00	0.00%
20-65-5109	Office Supplies	\$2,150.00	\$2,150.00	\$0.00	\$2,150.00	0.00%
20-65-5110	Utility Billing Cards	\$2,600.00	\$2,600.00	\$1,634.31	\$3,000.00	15.38%
20-65-5200	Audit	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00	0.00%
20-65-5225	Utility Billing System&Support	\$4,600.00	\$5,700.00	\$5,750.00	\$5,750.00	0.88%
20-65-5226	CPA	\$6,000.00	\$6,000.00	\$1,212.50	\$6,000.00	0.00%
20-65-5229	Bank Services Fee	\$0.00	\$100.00	\$31.42	\$100.00	0.00%
20-65-5300	Bond Payment & Fee	\$238,680.00	\$238,680.00	\$41,936.50	\$240,170.00	0.62%
20-65-5860	Hardware Replacement	\$1,000.00	\$1,000.00	\$149.90	\$1,000.00	0.00%
20-65-5873	Contingency	\$19,250.00	\$2,550.00	\$0.00	\$16,356.00	541.41%
		\$292,780.00	\$277,280.00	\$65,787.70	\$293,026.00	5.68%
	TOTAL UTILITY FUND EXPENDITURES	\$4,086,387.00	\$4,086,387.00	\$1,574,381.95	\$5,179,700.00	26.76%
	TOTAL UTILITY FUND REVENUE	\$4,086,387.00	\$4,086,387.00	\$1,538,440.24	\$5,179,700.00	26.76%
	NET	\$0.00	\$0.00	-\$35,941.71	\$0.00	
HOT EXPENDITURES						
30-70-5818	Transfer to County	\$400,000.00	\$400,000.00	\$0.00	\$400,000.00	0.00%
		\$400,000.00	\$400,000.00	\$0.00	\$400,000.00	0.00%
	TOTAL HOT EXPENDITURES	\$400,000.00	\$400,000.00	\$0.00	\$400,000.00	0.00%
	TOTAL HOT REVENUE	\$400,000.00	\$400,000.00	\$0.00	\$400,000.00	0.00%
	NET	\$0.00	\$0.00	\$0.00	\$0.00	

Account #	Description	2021-2022 Adopted	2021-2022 Current	Current YTD	2022-2023 Requested	% Change
DEDICATED COURT FUND EXPENDITURES						
70-80-5806	Jury Reimbursements & Services	\$163.00	\$163.00	\$0.00	\$212.00	30.06%
70-80-5835	Court Technology Purchases	\$10,388.00	\$10,388.00	\$0.00	\$11,673.00	12.37%
70-80-5836	Court Security	\$9,533.00	\$9,533.00	\$0.00	\$12,900.00	35.32%
70-80-5842	Truancy and Prevention	\$4,574.00	\$4,574.00	\$0.00	\$10,774.00	135.55%
		\$24,658.00	\$24,658.00	\$0.00	\$35,559.00	44.21%
	TOTAL DEDICATED COURT FUND EXPEND.	\$24,658.00	\$24,658.00	\$0.00	\$35,559.00	44.21%
	TOTAL DEDICATED COURT FUND REVENUE	\$24,658.00	\$24,658.00	\$3,596.42	\$35,559.00	44.21%
	NET	\$0.00	\$0.00	\$3,596.42	\$0.00	

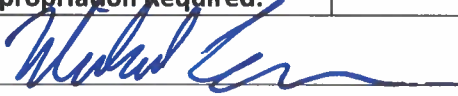


CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	05/24/2022		
AGENDA SUBJECT:	Executive Session: Tx Gov't Code 551.074 – Personnel Matters – City Attorney		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	05/16/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			



CITY COUNCIL AGENDA ACTION FORM

AGENDA DATE:	05/24/2022		
AGENDA SUBJECT:	Discussion, consideration, and possible action on item discussed in Executive Session regarding personnel matters – City Attorney		
PREPARED BY:	City Administrator Leamons	DATE SUBMITTED:	05/16/2022
EXHIBITS:			
BUDGETARY IMPACT:	Required Expenditure:	\$00.00	
	Amount Budgeted:	\$00.00	
	Appropriation Required:	\$00.00	
CITY ADMINISTRATOR APPROVAL:			
SUMMARY:			
RECOMMENDED ACTION:			