



NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

Notice is hereby given that a **Regular City Council Meeting** will be held by the governing body of the City of Burnet on the **9th day of August, 2022** at **6:00 p.m.**, in the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy. 281 South, Burnet Municipal Airport) Burnet, TX.

The City of Burnet City Council Meeting will be available for live viewing via the following media connections.

City of Burnet Facebook Page: <https://www.facebook.com/cityofburnet>

City of Burnet Website via Zoom as follows:

<https://us02web.zoom.us/j/81278669602>

Or One tap mobile :

US: 8778535257,,81278669602# (Toll Free) or 8884754499,,81278669602# (Toll Free)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Webinar ID: 812 7866 9602

International numbers available: <https://us02web.zoom.us/j/81278669602>

The Zoom connection is a live broadcast viewing option only. The option for comments will not be available.

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

The following subjects will be discussed, to wit:

CALL TO ORDER:

ROLL CALL:

INVOCATION:

PLEDGES (US & TEXAS):

1. SPECIAL REPORTS/RECOGNITION:

1.1) Al Clawson Disposal, Inc. (ACDI) Tonya Clawson

1.2) Highland Lakes Squadron of the Commemorative Air Force Update Report: K. Noaker

1.3) Police Department Quarterly Update Report: B. Lee

2. CONSENT AGENDA:

2.1) Approval of the July 26, 2022 Regular City Council Meeting minutes.

2.2) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH THE WOODLANDS SUBDIVISION DRAINAGE IMPROVEMENT PROJECT; AND AUTHORIZING THE MAYOR' S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY: H. Erkan

3. PUBLIC HEARINGS/ACTION:

3.1) Public Hearing and consideration of the following: adoption and amendments of the Zoning Ordinance and zoning classifications presented by Leslie Kimbler, City Planner

A) FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF RESTRICTING TRAILER CAMPS AND RV PARK USES TO HEAVY COMMERCIAL – DISTRICT "C-3" WITH A CONDITIONAL USE PERMIT:

(1) Staff Presentation: L. Kimbler

(2) Public Hearing:

(3) Consideration and action:

4. ACTION ITEMS:

4.1) Discuss and consider action: Presentation of the proposed Fiscal Year 2022-2023 Annual Budget per Article VII, Section 7.02 of the Burnet City Charter: D. Vaughn

4.2) Discuss and consider action: Vote on the maximum tax rate that would be considered for implementation of the FY 2022-2023 Budget and schedule the public hearing on the proposed tax rate if required: P. Langford

4.3) Discuss and consider action: Authorize renewal of the Animal Shelter/Adoption Center agreement with the Hill Country Humane Society: B. Lee

4.4) Discuss and consider action: Resolution-Road Maintenance Interlocal with Burnet County: E. Belaj

4.5) Discuss and consider action: 2022 Debt issuance for streets and water/wastewater projects: D. Vaughn

4.6) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; CHAPTER 18 (ENTITLED "AVIATION") BY AMENDING ARTICLE II (ENTITLED "MUNICIPAL AIRPORT") BY AND PROVIDING REVISIONS TO DIVISION 2 (ENTITLED "RULES AND REGULATIONS"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: A. Feild

4.7) Discuss and consider action: Cancellation of the October 11th, 2022, November 22nd, 2022, and December 27th, 2022 Regular City Council meetings: K. Dix

4.8) Discuss and consider action: Award employee health, dental, vision, life and ancillary benefits bid for fiscal year 2022/2023: D. Vaughn

4.9) Discuss and consider action: The School Resource Officer (SRO) Interlocal Agreement with Burnet Consolidated Independent School District: B. Lee

4.10) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS ALLOWING TRIMBUILT CONSTRUCTION, INC., TO PROCEED WITH THE PRECONSTRUCTION/SELECT DEMOLITION PHASE OF THE NEW CITY HALL PROJECT; AND AUTHORIZING THE CALCULATION OF THE CONSTRUCTION PHASE'S GUARANTEED MAXIMUM PRICE FOR SUBSEQUENT CITY COUNCIL CONSIDERATION: H. Erkan

4.11) Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING THE PROVISION OF A LETTER OF CREDIT AS AN ALTERNATIVE TO COMPLETING CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR THE DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3 AND AUTHORIZING THE RECORDATION OF THE "FINAL PLAT" IN THE PUBLIC RECORDS OF THE COUNTY CLERK OF BURNET COUNTY, TEXAS: L. Kimbler

4.12) Discuss and consider action: Award Request for Proposal (RFP) 2022-005 Water Plant Emergency Power bid and authorize the City Manager to execute the contract: E. Belaj

4.13) Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A BIENNIAL AGREEMENT WITH GABRIEL, RODER, SMITH AND COMPANY FOR ACTUARIAL SERVICES PER THE MASTER AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID ENGAGEMENT LETTER ON BEHALF OF THE CITY: P. Langford.

4.14) Discuss and consider action: Appointment of a City Council Committee to collaborate with staff regarding a possible expansion of Entegris: D. Vaughn

5. CONVENE TO EXECUTIVE SESSION

5.1) Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

The City Council may take action on any of the matters considered in executive session once the City Council reconvenes in open session.

6. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

6.1) Discuss and consider action: Regarding economic development negotiations with Entegris: D. Vaughn

7. REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution 2020-28 Council Members may request the City Manager to prepare and present future reports on matter of public interest.

8. ADJOURN:

Dated this 5th day of August, 2022,

City of Burnet

Mayor Crista Goble Bromley

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on August 5, 2022 at or before 6 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City of Burnet Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The City Council for the City of Burnet reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

STATE OF TEXAS {}
COUNTY OF BURNET {}
CITY OF BURNET {}

On this the 26th day of July, 2022, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m. the City of Burnet Council Chambers located at 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, Tx. thereof with the following members present, to-wit:

Mayor	Crista Goble Bromley
Council Members	Dennis Langley, Philip Thurman, Mary Jane Shanes, Ricky Langley
Absent	Cindia Talamantez, Joyce Laudenschlager
City Manager	David Vaughn
City Secretary	Kelly Dix

Guests: Habib Erkan, Mark Miller, Patricia Langford, Tony Nash, Leslie Kimbler, Brian Lee, Alan Burdell, Maria Gonzales, Mark Ingram, Shawn Nelson, William Nelson, Bryce Van Arsdale

Call to Order: Mayor Bromley called the meeting to order at 6:00 p.m.

INVOCATION: Led by Mayor Crista Goble Bromley

PLEDGES (US & TEXAS): Led by Council Member Mary Jane Shanes

SPECIAL REPORTS/RECOGNITION:

Street Department Quarterly Update Report: M. Miller: Street Department Superintendent Mark Miller reviewed current projects the department is working on to include Houston-Clinton Street Improvement, the Woodlands drainage repair, Parks Capital Improvement Plan items (power washing community center, shade covers installation at the parks, crosswalk repainting and an update on staffing.

Burnet Municipal Court Quarterly Update Report: Judge Tamara Tinney: Judge Tinney updated all present that the Burnet Municipal Court processed four-hundred and eight (408) new cases, disposed of two hundred and ninety-one cases. As of June 30th there are four hundred and twenty one active cases and two trials pending. Judge Tinney also informed all present that a Court Security Board has been established as well.

June 2022 Financial Report: P. Langford: Director of Finance Patricia Langford reported that income streams have remained strong, however, departments are recognizing increases in expenses like fuel and supplies. The Golf Course has recognized an eight percent increase over last years totals. The electric and water departments recognized an eight to ten percent increase over last year as well.

CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

Approval of the July 12, 2022, Regular City Council Meeting Minutes:

Council Member Mary Jane Shanes made a motion to approve the consent agenda as presented. Council Member Dennis Langley seconded. The motion carried unanimously.

PUBLIC HEARINGS/ACTION: None.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF BURNET, TEXAS, AMENDING CITY OF BURNET CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") BY AMENDING SEC. 118-25 (ENTITLED "SINGLE-FAMILY RESIDENTIAL — DISTRICT 'R-1') BY INCREASING THE MINIMUM LIVING AREA REQUIRED IN THE SINGLE-FAMILY RESIDENTIAL DISTRICT 'R-1'; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Philip Thurman moved to approve and adopt Ordinance No.

2022-35 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING 75.87 ACRES OF REAL PROPERTY LOCATED IN THE CITY LIMITS AND SOUTH OF TEXAS HWY 29 WITH PLANNED UNIT DEVELOPMENT/MANUFACTURE HOUSING ZONING CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: L. Kimbler: Council Member Ricky Langley moved to approve and adopt Ordinance No. 2022-36 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING ORDINANCE NO. 2021-01 AND THE OFFICIAL ZONING MAP OF THE CITY BY ASSIGNING THE PROPERTY AT 1603 BUCHANAN DRIVE (LEGALLY DESCRIBED AS: ABS A0405 JOHN HAMILTON, 1.036 ACRES) WITH HEAVY COMMERCIAL – DISTRICT “C-3” CLASSIFICATION; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: Council Member Mary Jane Shanes moved to approve and adopt Ordinance No. 2022-37 as presented. Council Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; CHAPTER 18 (ENTITLED “AVIATION”) BY AMENDING ARTICLE II (ENTITLED “MUNICIPAL AIRPORT”) BY AND PROVIDING REVISIONS TO DIVISION 2 (ENTITLED “RULES AND REGULATIONS”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: A. Field: Pass. No action taken.

Discuss and consider action: Appointments to the Burnet Police Department Citizen Advisory Board: K. Dix: Council Member Philip Thurman made a motion to appoint Buddy Coker to the Burnet Police Department Citizens Advisory Board. Council Member Ricky Langley seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CITY’S FINANCIAL POLICY AND ESTABLISHING AN EFFECTIVE DATE: P. Langford: Council Member Philip Thurman moved to adopt Resolution R2022-59 as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: In accordance with Resolution R2020-28 councilmembers may request the City Manager to prepare and present future report on matters of public interest: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Mary Jane Shanes at 6:35 p.m. seconded by Council Member Ricky Langley. The motion carried unanimously.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

HIGHLAND LAKES SQUADRON

Burnet Municipal Airport



ITEMS OF FOCUS

01

We expect the arrival of the Texas Zephyr (C-47) airplane to Burnet by 9-15-2022

02

Currently have the Central Texas Wing's C-45 (Texas Lady) airplane in our hangar

03

Media Coverage, Local Community Events, HLS Cadet Program, and HLS Museum Data





SELF IMPOSED DEADLINE
TO HAVE THE TEXAS
ZEPHYR HANGARED IN
BURNET: 9-15-2022





The Highland Lakes Squadron

Published by Kirk D. Noaker Sr. · July 23 at 7:29 AM · 🌐

The Highland Lakes Squadron is in the news! HLS Executive Officer CAF Colonel Kirk Noaker joins [KBEY FM](#) to give an update on the Texas Zephyr and the arrival of [Commemorative Air Force Central Texas Wing](#) C-45 "Lone Star Lady" into Burnet today!!! [Commemorative Air Force](#)

11:05 📶 🔋 57%

🏠 kbeyfm.com

HEALTHCAP

×

Download the App:

WAKE UP SHOW

00:08 06:39

Kirk Noaker of the Bluebonnet Squadron ...

87 episodes 14 hours, 54 minutes

▶ LIVE KBEY 103.9 FM Live

▶ Kirk Noaker of the Bluebonn...

▶ Healthcare job fair July 20

▶ Texas Spirit Riders at Marbl...

▶ VetRide needs drivers

THEY'VE GO

WAKE UP SHOW

tomorrow's class is going to be

focused on navigation for some

III

nr vikashy idav75

▶



The Highland Lakes Squadron

Published by Kirk D. Noaker Sr. · July 29 at 4:14 PM · 🌐

The Highland Lakes Squadron is in the news!!! There's going to be PLENTY of activity and excitement between the cities of Burnet and Brady the next few months. We should note that [Commemorative Air Force Central Texas Wing](#) out of San Marcos is an enormous help in this project as well! It is also noted that the expected arrival date in September is IF everything goes as planned... 🙌 #highlandlakessquadron #commemorativeairforce #cafcentraltexas #burnettexas #bluebonnetairsh... See more

Texas Zephyr C-47 to arrive in Burnet in September after delays



07/29/22 | kbeyfm.com



Finishing touches are being made to the Texas Zephyr before it arrives at its new home in Burnet. The World War II-era C-47 airplane was donated to the Highland Lakes Squadron of the Commemorative Air Force in 2019. It is currently undergoing restoration in Brady.

The squadron set a self-imposed deadline of Sept. 15 to fly the plane to its hangar at the Burnet Municipal Airport.

"We as a squadron have been missing such an important part of not only how our squadron operates, but how it identifies," said Kirk Noaker, the squadron's executive officer.

The Highland Lakes Squadron of the Commemorative Air Force collects and maintains historic military aircraft in flying condition to educate visitors on America's flight history. C-47s were used by the Allies during World War II as military transport aircraft.

In 2018, the squadron's previous C-47, the Bluebonnet Belle, crashed after takeoff. All 13 people aboard survived, but the plane was destroyed, leaving a large hole in the group's collection and collective heart.

"So much blood, sweat, and tears went into getting the Bluebonnet Belle airworthy and restored," Noaker said. "A lot of people took it really, really hard."

Brady resident Karl Ritter donated the Texas Zephyr to the squadron in 2019. Supply chain issues and labor shortages caused by the COVID-19 pandemic have delayed its restoration, but the squadron is doing everything possible to bring it home, Noaker said.

The squadron has restored one of the C-47's two engines, but bringing the second up to operating capacity has been more difficult. According to Noaker, these types of engine restorations can cost \$50,000 to \$80,000.

A matching C-47 engine was loaned to the squadron by another Commemorative Air Force squadron, the Central Texas Wing in San Marcos. The loaner engine comes from the C-47 that's All Brother, which led the D-Day invasion in 1945.

With this loaner engine, Noaker hopes to have the Zephyr in Burnet sooner than planned.

ured by the Douglas Aircraft Company in Oklahoma forces held on to the plane for just a few days before designated it as a Dakota Mk.IV. By the time the plane a and it was transferred to the Royal Canadian Air For dian military before going into the civilian sector in 1 er Karl Ritter's ownership in 2007.

active, and exciting squadron, we've got to get the p er said.

the Zephyr fly in the next [Bluebonnet Airshow](#) on t ling attendance in 2022 with over 5,600 visitors.

rne, but the Zephyr is almost home," Noaker said.

H-E-B (Burnet) CHILDREN'S DAY



HLS - CAF CADET PROGRAM



HLS Museum Admissions Summary

							TOTAL	
			Adult	Senior	Child	Comp.	Visitors	
2015	Total		722	390	352	168	1,632	
2016	Total		686	331	269	49	1,335	
2017	Total		558	432	267	334	1,591	
2018	Total		363	205	154	1163	1,885	
2019	Total		511	389	201	413	1,514	
COVID	2020	Total	255	179	64	50	548	COVID
2021	Total		693	519	245	143	1,600	
2022	Jan		41	10	17	1	69	
Renovations	Feb		0	0	0	0	0	Renovations
	Mar		31	8	6	10	55	
	Apr		49	67	16	9	141	
	May		27	47	6	16	96	
	Jun		73	52	28	26	179	
	Jul		139	60	16	45	260	
	Total						800	As of 31 Jul .

The background image shows the interior of a vehicle, likely a police car or emergency vehicle, at night. A Dell laptop is open on the dashboard, with its screen displaying a bright light. The steering wheel is visible on the left, and various equipment, including a rearview mirror and a small screen on the right, are visible. The text "City Council Update" is overlaid in white, centered, with a horizontal line underneath it.

City Council Update

08/09/2022

Accreditation

Began the process of gathering information earlier this year

Attended training on 7/27 for program managers

Arduous task with 173 standards to meet

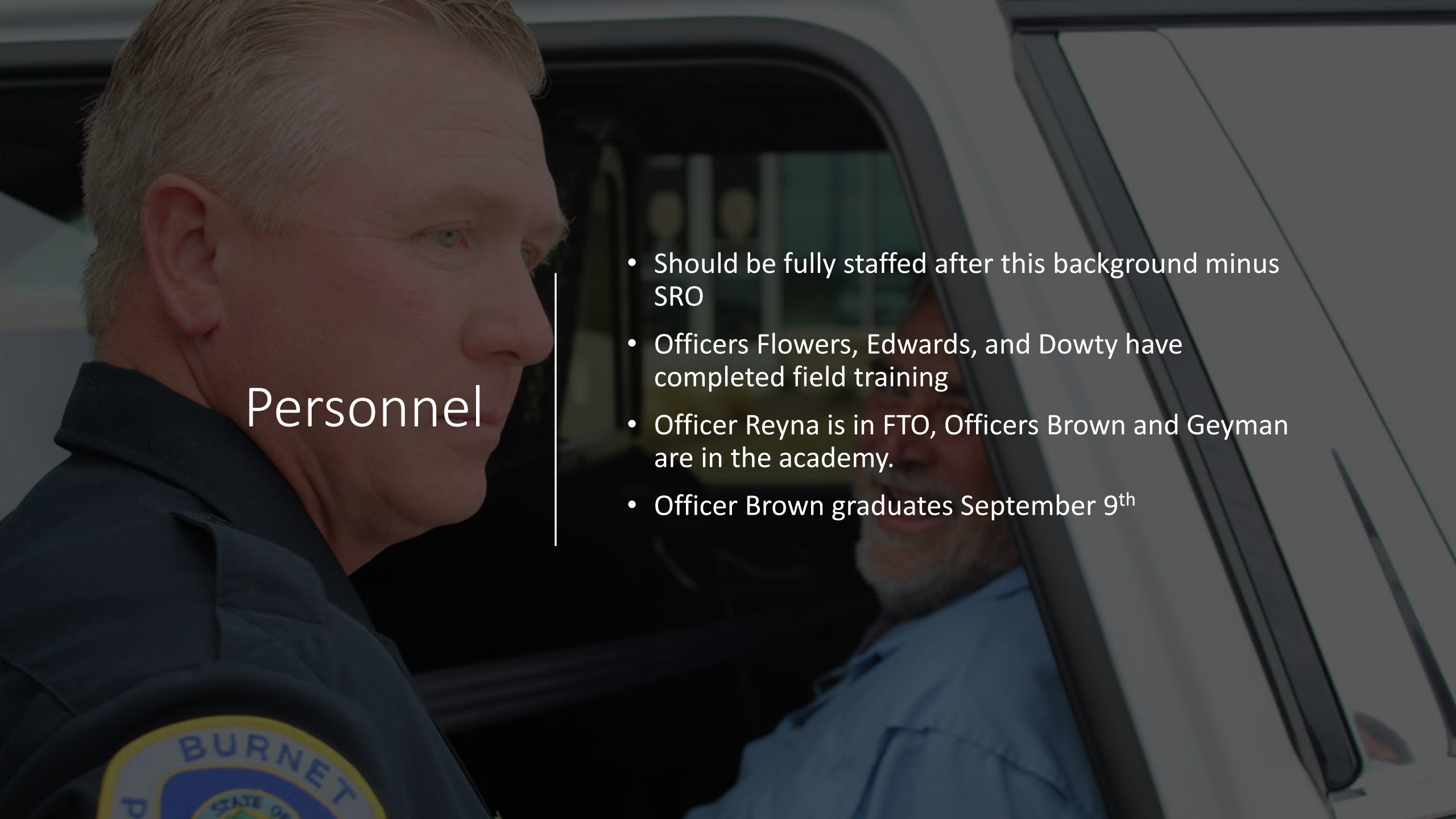
Training required exceeds TCOLE mandated training

Standards cover everything from communications, jail, to property and evidence

2800 agencies and only 185 are accredited at this time

CALEA has 480 standards including policy management software that is expensive around 30K





Personnel

- Should be fully staffed after this background minus SRO
- Officers Flowers, Edwards, and Dowty have completed field training
- Officer Reyna is in FTO, Officers Brown and Geyman are in the academy.
- Officer Brown graduates September 9th

Operation Slowdown

- Operation Slowdown
 - Grant funded increased enforcement with the goal of slowing traffic down and reducing injury accidents.
 - Huge success with 367 additional traffic stops made during the grant period.



Since **Nov. 7, 2000**, over **75,000** people have died on Texas roadways.

We've had **21 years** straight of daily deaths on Texas roads.



1,413 people were killed in 2020 in speeding related crashes.

10 pedestrians were killed in 2020 in traffic crashes.



The majority of all deadly crashes are due to mistakes drivers make (e.g., **texting and driving** and **drinking and driving**).

10 people were killed in 2020 in distracted driving crashes.



1 in 4 people were killed in traffic crashes where a driver was under the influence of alcohol in 2020.

8 unbuckled people died in 2020 in traffic crashes.



We average **3,571** fatalities each year – the equivalent of **10** jumbo jets full of people.

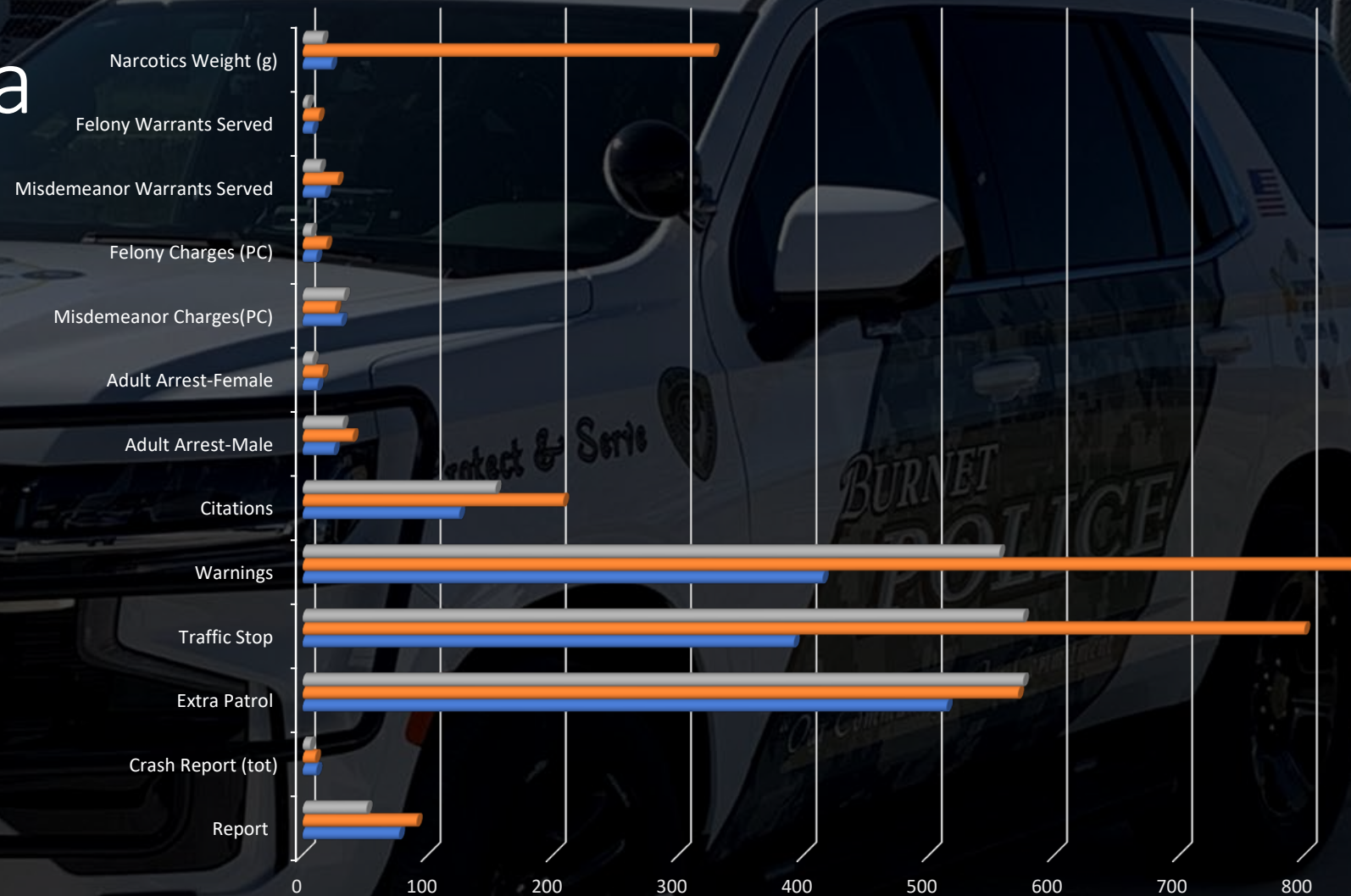
November 7, 2000 was the last deathless day on Texas roadways.



www.EndTheStreakTX.com

#EndTheStreakTX

Statistical data



Projects

- UAV pilots are nearing ability to take FAA test
 - Policy is completed and submitted to TCOLE (required)
 - Defensive Tactics program
 - Two instructors going to training in August
 - Ground control-based training
 - Battle of the Badges blood drive
 - Reading with children at the library
 - Training library staff on a myriad of topics to include
 - Response to emotionally disturbed people
 - Active shooter response
 - Interaction with officers
 - Preparing for the school year
-





Questions



Development Services

ITEM 2.2

Habib Erkan Jr.
Assistant City Manager
512-715-3201
herkan@cityofburnet.com

Consent

Meeting Date: August 9, 2022

Agenda Item: Consent: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH THE WOODLANDS SUBDIVISION DRAINAGE IMPROVEMENT PROJECT; AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY: H. Erkan

Background: City Council has authorized drainage improvements for the Woodlands Subdivision including the resurfacing and inverting the crowns of Applewood and Spicewood Drives. This project requires drainage easements from three lot owners and across a lot held by the Heritage Valley Subdivision as part of this of project

Information: This resolution authorizes the acceptance of a public utility easement upon part of the lot addressed as 1102 Wofford Drive and owned by Councilmember Brenda Joyce Laudenschlager.

Fiscal Impact As Councilmember Laudenschlager is dedicating the public utility easement at no costs to the City this transaction is of no fiscal impact.

Recommendation: Approve Resolution No. R2022-63 as presented.

RESOLUTION NO. R2021-63

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING ACCEPTANCE OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH THE WOODLANDS SUBDIVISION DRAINAGE IMPROVEMENT PROJECT; AND AUTHORIZING THE MAYOR'S EXECUTION OF SAID INSTRUMENTS ON BEHALF OF THE CITY

BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Easements Agreement Approved. The Easement Agreement attachment hereto, are hereby approved.

Section two. Authorization. The mayor is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action as may be reasonably necessary to facilitate the purpose of this resolution.

Section three. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

Section four. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 9th day of August 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

Public Utility Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

KNOW ALL PERSONS BY THESE PRESENTS:

DATE:

GRANTOR:

Brenda Joyce Laudenschlager

GRANTOR'S MAILING ADDRESS (including County):

**1102 Wofford Drive
Burnet, Burnet County, Texas 78611**

GRANTEE:

City of Burnet, Texas

GRANTEE'S MAILING ADDRESS (including County):

**P.O. Box 1369
1001 Buchanan Drive Suite #4,
Burnet, Burnet County, Texas 78611**

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

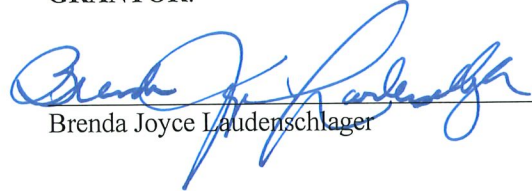
Being a 0.07-acre tract of land, out of a lot, known as Lot 220, Section 1, of the Highland Acres Subdivision recorded in Volume 3 Page 24 of the Public Records of Burnet County, Texas, and being more particularly described by field note description sketch attached hereto as **Exhibit "A"**.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for all purposes necessary for installing, operating and maintaining any and all desired utility services within said easement, including but not limited to placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electric, water and/or sanitary sewer service, stormwater drainage and all other utility services deemed necessary by the **GRANTEE** in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto.

GRANTOR and **GRANTOR's** heirs, successors, and assigns shall retain the right to use all or part of the **PROPERTY** as long as such use does not interfere with **GRANTEE's** use of the **PROPERTY** for the purposes provided for herein. **GRANTEE** shall have the right to eliminate any encroachments into the **PROPERTY** that interfere with **GRANTEE's** use of the **PROPERTY** as a Public Utility Easement.

Public Utility Easement
To be effective as of the date first stated above.

GRANTOR:


Brenda Joyce Laudenschlager

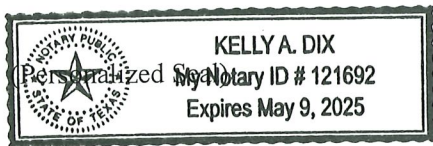
THE STATE OF TEXAS

§
§
§

COUNTY OF BURNET

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Brenda Joyce Laudenschlager known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 3 day of August, 2022.





Notary Public's Signature

AGREED AND ACCEPTED:

CITY OF BURNET, TEXAS,
a Texas home-rule municipality

By: _____
Crista Goble Bromley, Mayor

THE STATE OF TEXAS

§
§
§

COUNTY OF BURNET

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Crista Goble Bromley, mayor of the City of Burnet, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2022.

(Personalized Seal)

Notary Public's Signature

Exhibit A

FIELD NOTE DESCRIPTION FOR A 0.07 ACRE (2,941 SF) TRACT OF LAND, BURNET COUNTY, TEXAS:

BEING A 0.07 ACRE (2,941 SF) TRACT OF LAND, OUT OF LOT 220, SECTION 1, OF THE HIGHLAND ACRES EAST SUBDIVISION, RECORDED IN VOLUME 3, PAGE 24 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, CONVEYED BY PROBATE TO BRENDA JOYCE LAUDENSCHLAGER, RECORDED IN PROBATE DOCUMENT No. P10406 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

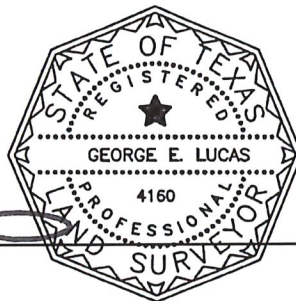
BEGINNING, at a 1/2" iron rod found, lying in the north right-of-way line of Wofford Drive, a public road, marking the southwest corner of said Lot 220, common with the southeast corner of Lot 221 of said Highland Acres East Subdivision, for the southwest corner of this tract;

THENCE, North 02°07'44" East, a distance of 147.15 feet, along the west line of this tract, common with the west line of said Lot 220 and the east line of said Lot 221, to a 1/2" iron rod found, lying in the south right-of-way line of Adam Avenue, a public road, marking the northwest corner of said Lot 220, common with the northeast corner of said Lot 221, for the northwest corner of this tract;

THENCE, North 76°20'45" East, along the north line of this tract, common with the south right-of-way line of said Adam Avenue, and the north line of said Lot 220, a distance of 20.78 feet, to a calculated point, for the northeast corner of this tract;

THENCE, South 02°07'44" West, through and across said Lot 220, a distance of 146.90 feet, to a calculated point, lying in the north right-of-way line of Wofford Drive, for the southeast corner of this tract;

THENCE, South 75°42'24" West, along the south line of this tract, common with the north right-of-way line of said Wofford Drive, a distance of 20.85 feet, to the POINT OF BEGINNING, containing 0.07 acres (2,941 SF) of land, more or less.



George E. Lucas

Registered Professional Land Surveyor No. 4160

Celco Surveying, Firm Registration No. 10193975

18018 Overlook Loop, Suite 105

San Antonio, Texas 78259

Date: May 20, 2022

SKETCH TO ACCOMPANY FIELD NOTES

BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	20.78'	N76°20'45"E
L2	20.85'	S75°42'24"W

ADAM AVENUE
(50' R.O.W.)

LOT 221
HIGHLAND ACRES EAST
SECTION 3
RONNIE AND CONNIE LAND
DOCUMENT NO. 201606818
O.P.R.B.C.T.

POINT OF
BEGINNING

N02°07'44"E 147.15'

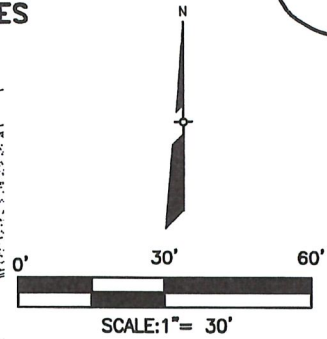
EXISTING 10'
EASEMENT
TO BE VACATED

S02°07'44"W 146.90'

20' WIDE D.E.
0.07 AC.
(2,941 SF)

WOFFORD DRIVE
(50' R.O.W.)

LOT 220
HIGHLAND ACRES EAST
SECTION 3
BRENDA JOYCE
LAUDENSCHLAGER
PROBATE DOCUMENT NO.
P10406
O.P.R.B.C.T.

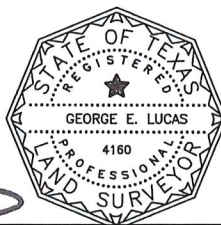


LEGEND

- DENOTES 1/2" ST. SK. FND.
- △ DENOTES A CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- PROPOSED EASEMENT
- - - EXISTING EASEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- BEARING BASIS: TEXAS LAMBERT GRID, SOUTH CENTRAL ZONE, NAD 83

LEGAL DESCRIPTION

BEING A 0.07 ACRE (2,941 SF) TRACT OF LAND, OUT OF LOT 220, SECTION 1, OF THE HIGHLAND ACRES EAST SUBDIVISION, RECORDED IN VOLUME 3, PAGE 24 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, CONVEYED BY PROBATE TO BRENDA JOYCE LAUDENSCHLAGER, RECORDED IN PROBATE DOCUMENT NO. P10406 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.



GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4160
CELCO SURVEYING, FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259
OFFICE (512) 635-4857

05-20-2022

DATE



Development Services

ITEM 3.1 A

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF RESTRICTING TRAILER CAMPS AND RV PARK USES TO HEAVY COMMERCIAL – DISTRICT "C-3" WITH A CONDITIONAL USE PERMIT: L. Kimbler

Background: Pursuant to City Code of Ordinance Section 118-47 Trailer Camps and RV Parks are an allowable use in Heavy Commercial – District "C-3". Currently, there are some properties designated with the Heavy Commercial – District "C-3" zoning where Trailer Camps and RV Parks may not be appropriate, as such use may not be compatible with surrounding uses.

Information: In order for an applicant to obtain a Conditional Use Permit, the Commission and Council must find that the proposed use complies with the following criteria:

1. The appearance, size, density and operating characteristics of the proposed conditional use are compatible with the surrounding neighborhood and uses;
2. The proposed use will not have an adverse effect on the value of surrounding properties nor impede their proper development;
3. The proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of his property or operation of his business;
4. The traffic that the proposed use can reasonably be expected to generate on existing streets will not create nor add significantly to congestion, a safety hazard, or a parking problem in the area, nor will it disturb the peace and quiet of the neighborhood; and

5. The proposed use complies with all other applicable ordinances and regulations.

The proposed ordinance requires any new development of Trailer Camps or RV Parks to request a Conditional Use Permit which allows the Planning and Zoning Commission and City Council the authority to assure that the proposed Trailer Camps or RV Parks are located at such locations and under such conditions that preserve and protect the health, safety and welfare of the City.

Public Notification: Approximately 330 written notices were mailed on July 21st. Notices were mailed to the property owners of the approximate 118 properties currently zoned with Heavy Commercial – District “C-3” as well as property owners within 200 feet of those properties. There have been zero responses in favor and zero responses in opposition.

P&Z Report Planning and Zoning met and held a public hearing at their regularly scheduled meeting on August 1st and did recommend approval of the ordinance as presented.

Recommendation: Open the public hearing.
Discuss and consider first reading of Ordinance 2022-34 as presented.

ORDINANCE NO. 2020-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AMENDING CODE OF ORDINANCES, CHAPTER 118 (ENTITLED "ZONING") FOR THE PURPOSE OF RESTRICTING TRAILER CAMPS AND RV PARK USES TO HEAVY COMMERCIAL – DISTRICT "C-3" WITH A CONDITIONAL USE PERMIT; PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Code provides that Trailer Camps and RV Parks are permitted uses in Heavy Commercial – District "C-3" as a matter of right; and

WHEREAS, City Council finds that the use of some properties designated with the Heavy Commercial – District "C-3" as a Trailer Camp and RV Park may not be appropriate as such use may not be compatible with surrounding uses of properties; and

WHEREAS, City Council finds that the use of other properties designated with the Heavy Commercial – District "C-3" as a Trailer Camp and RV Park may only be appropriate under specific conditions so such use would be compatible with surrounding uses of properties; and

WHEREAS, City Council finds that the requirement that Trailer Camps and RV Parks permitted uses in Heavy Commercial – District "C-3" by Conditional Use Permit affords the opportunity to assure that Trailer Camps and RV Parks are located within the City at such locations and under such conditions that preserve and protect the health, safety and welfare of the City; and

WHEREAS, on, July 5, 2022, the Planning and Zoning Commission conducted a public hearing for the purpose of taking public comment regarding the proposed amendments; and

WHEREAS, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation to City Council as to the merits of the proposed amendments; and

WHEREAS, on, July 12, 2022, City Council conducted a public hearing for the purpose of taking public comment regarding the proposed amendments; and

WHEREAS, based on due consideration of the Planning and Zoning Commission recommendation and citizen testimony, as well as its own deliberations, City Council finds that the requirement that Trailer Camps and RV Parks permitted uses in Heavy Commercial – District "C-3" by Conditional Use Permit affords the opportunity to assure that Trailer Camps and RV Parks are located within Heavy Commercial – District "C-3" at

such locations and under such conditions that preserve and protect the health, safety and general welfare of the city and its present and future residents; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and.

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

Section one. Amendment. The Code of Ordinances, Chapter 118 (entitled “*zoning*”) Section 118-47 (entitled “*Heavy commercial – District ‘C-3’*”) is hereby amended by adding the language that is underlined (underlined) to subsection (a) (entitled “purpose and permitted uses) as follows:

(18) Trailer Camp or RV park requires conditional use permit.

Section two. Amendment. The Code of Ordinances, Chapter 118 (entitled “*zoning*”) Table 4.1 (entitled “*district name changes*”) is hereby amended by adding the language that is underlined to the excerpted section of the Table as follows:

RM-3	RV Parks	C-3	Heavy Commercial <u>with conditional use permit</u>
------	----------	-----	---

Section three. Amendment. The Code of Ordinances, Chapter 118 (entitled “*zoning*”) Section 118-64 (entitled “conditional use permits”) subsection (b) entitled “*applicability*”) is hereby amended by adding to subsection (b)(6) the following language:

- n. Trailer camp and RV park. This use is only allowed in Heavy commercial – District ‘C-3’ with a conditional use permit issued by City Council under this section.

Section four. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section five. Penalty. A violation of this ordinance is unlawful and subject to City Code of Ordinances Sec. 1-6 (entitled “*general penalty*”).

Section six. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event Section 5, (entitled “*Repealer*”) shall be controlling.

Section seven. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section eight. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section nine. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof.

Passed and approved on first reading on the 9th day of August, 2022

Passed, Approved and Adopted on the 23rd day of August, 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



CITY OF BURNET

PROPOSED BUDGET - LINE ITEM DETAIL

FISCAL YEAR 2022-2023

PRESENTED TO COUNCIL: AUGUST 9, 2022

In accordance with Texas Local Government Code, Section 102.005(b), the following statement must be included as the cover page.

“This budget will raise more total property taxes than last year’s budget by \$719,156 or 20%, and of that amount \$163,660 is tax revenue to be raised from new property added to the tax roll this year.”

The amounts above are based on the City’s proposed fiscal year 2022-2023 tax rate of .6131/\$100.

The City’s current fiscal year 2021-2022 tax rate is .6131/\$100.

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2022-2023 BUDGET WORKSHEET

SUMMARY - UNRESTRICTED FUNDS

	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
GENERAL FUND						
Revenues	\$ 14,398,547	\$ 15,190,636	\$ 15,127,063	\$ 12,228,746	\$ 15,783,106	\$ 14,634,677
Less Use of Fund Balance	2,400,583	2,398,190	2,028,500	1,185,062	2,028,500	-
Net Operating Revenues	11,997,964	12,792,447	13,098,563	11,043,684	13,754,606	14,634,677
Expenditures	\$ 13,352,837	\$ 13,699,070	\$ 14,669,612	\$ 10,586,389	\$ 14,652,312	\$ 14,173,557
Less Capital /Other uses of Fund Balance	2,400,583	2,398,190	2,028,500	1,185,062	2,028,500	-
Net Operating Expenses	10,952,253	11,300,881	12,641,112	9,401,327	12,623,812	14,173,557
Net Operating Profit (Loss)	1,045,710	1,491,566	457,451	1,642,357	1,130,794	461,120
3% TARGET	328,568	339,026	379,233	282,040	378,714	425,207
OVER/(UNDER) TARGET	717,143	1,152,539	78,218	1,360,317	752,080	35,913
GOLF COURSE						
Revenues	\$ 1,541,369	\$ 1,982,982	\$ 1,869,367	\$ 1,790,610	\$ 2,326,877	\$ 2,210,953
Less Use of Fund Balance	-	-	-	-	-	-
Net Operating Revenues	1,541,369	1,982,982	1,869,367	1,790,610	2,326,877	2,210,953
Expenditures	\$ 1,541,369	\$ 1,740,505	\$ 1,869,368	\$ 1,482,455	\$ 1,982,797	\$ 2,135,852
Less Capital /Other uses of Fund Balance	-	-	-	-	-	-
Net Operating Expenses	1,541,369	1,740,505	1,869,368	1,482,455	1,982,797	2,135,852
Net Operating Profit (Loss)	-	242,478	(1)	308,155	344,080	75,101



2022-2023 BUDGET WORKSHEET

SUMMARY - UNRESTRICTED FUNDS

	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
ELECTRIC FUND						
Revenues	\$ 9,698,806	\$ 9,160,556	\$ 9,430,144	\$ 7,104,586	\$ 9,883,489	\$ 9,237,298
Less Use of Fund Balance	225,011	52,712	230,000	141,070	230,000	-
Net Operating Revenues	9,473,796	9,107,844	9,200,144	6,963,515	9,653,489	9,237,298
Expenditures	\$ 8,387,155	\$ 8,733,578	\$ 9,031,322	\$ 6,747,353	\$ 9,298,404	\$ 8,963,317
Less Capital /Other uses of Fund Balance	225,011	52,712	230,000	141,070	230,000	-
Net Operating Expenses	8,162,144	8,680,866	8,801,322	6,606,283	9,068,404	8,963,317
Net Operating Profit (Loss)	1,311,652	426,977	398,822	357,232	585,084	273,981
WATER/WASTEWATER						
Revenues	\$ 4,581,410	\$ 4,752,674	\$ 5,635,420	\$ 4,048,200	\$ 5,858,843	\$ 5,759,417
Less Use of Fund Balance	218,807	170,022	1,135,000	663,853	1,135,000	1,135,000
Net Operating Revenues	4,362,603	4,582,652	4,500,420	3,384,347	4,723,843	4,624,417
Expenditures	\$ 3,846,632	\$ 3,786,583	\$ 5,146,950	\$ 3,468,445	\$ 4,909,626	\$ 5,486,080
Less Capital /Other uses of Fund Balance	218,807	170,022	1,135,000	663,853	1,135,000	1,135,000
Net Operating Expenses	3,627,824	3,616,560	4,011,950	2,804,592	3,774,626	4,351,080
Net Operating Profit (Loss)	734,779	966,092	488,470	579,755	949,217	273,337
TOTAL UNRESTRICTED OPERATING FUNDS						
Revenues	\$ 30,220,132	\$ 31,086,849	\$ 32,061,994	\$ 25,172,140	\$ 33,852,315	\$ 31,842,345
Less Use of Fund Balance	\$ 2,844,401	\$ 2,620,924	\$ 3,393,500	\$ 1,989,985	\$ 3,393,500	\$ 1,135,000
Net Operating Revenues	27,375,731	28,465,925	28,668,494	23,182,155	30,458,815	30,707,345
Expenditures	\$ 27,127,992	\$ 27,959,736	\$ 30,717,252	\$ 22,284,642	\$ 30,843,140	\$ 30,758,806
Less Capital /Other uses of Fund Balance	2,844,401	2,620,924	3,393,500	1,989,985	3,393,500	1,135,000
Net Operating Expenses	24,283,590	25,338,812	27,323,752	20,294,657	27,449,640	29,623,806
Net Operating Profit (Loss)	3,092,141	3,127,113	1,344,742	2,887,498	3,009,175	1,083,539



2022-2023 BUDGET WORKSHEET

SUMMARY - GENERAL FUND

	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
	Actual	Actual	Current Budget	Actual thru June		Proposed Budget
TOTAL REVENUE	\$ 14,398,547	\$ 15,190,636	\$ 15,127,063	\$ 12,228,746	\$ 15,783,106	\$ 14,634,677
INTERFUND TRANSFERS	2,612,880	1,397,434	2,298,267	1,310,782	2,206,701	204,824
COUNCIL	11,431	12,320	14,295	16,445	19,350	16,795
ADMIN	1,482,239	1,715,244	1,910,598	1,387,451	1,868,253	2,076,653
COURT	67,069	64,306	99,374	77,075	99,302	103,184
POLICE/ANIMAL CONTROL/K9	2,525,159	2,518,863	2,881,116	2,166,306	2,893,773	3,371,116
FIRE/EMS	3,835,903	5,179,774	4,214,658	3,177,894	4,283,945	4,652,260
STREET	718,786	613,156	837,004	617,166	872,319	969,328
CITY SHOP	105,608	112,659	115,076	83,143	109,910	117,369
SANITATION	879,551	921,167	946,194	711,776	948,995	978,143
PARKS	611,296	675,255	788,226	565,219	762,202	903,477
GHRC	102,885	100,281	105,000	76,886	105,000	105,000
DEV SVCS	400,029	388,611	459,804	396,245	482,562	365,173
ENGINEER	-	-	-	-	-	310,235
TOTAL EXPENSES	\$ 13,352,837	\$ 13,699,070	\$ 14,669,612	\$ 10,586,389	\$ 14,652,312	\$ 14,173,557
NET	\$ 1,045,710	\$ 1,491,566	\$ 457,451	\$ 1,642,357	\$ 1,130,794	\$ 461,120

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 14,681,524	\$ 14,994,548	\$ 15,316,526	\$ 15,647,725	\$ 15,988,419
206,873	208,941	211,031	213,141	215,272
16,963	17,133	17,304	17,477	17,652
2,121,791	2,167,391	2,214,381	2,262,394	2,311,666
105,366	107,605	109,902	112,258	114,676
3,441,808	3,514,317	3,588,693	3,664,991	3,743,263
4,752,589	4,855,534	4,961,172	5,069,579	5,180,834
989,468	1,010,124	1,031,309	1,053,038	1,075,328
119,686	122,061	124,495	126,989	129,546
1,007,424	1,037,584	1,068,649	1,100,645	1,133,601
920,554	938,042	955,954	974,301	993,096
105,000	105,000	105,000	105,000	105,000
371,940	378,869	385,963	393,227	400,666
317,547	325,058	332,775	340,702	348,847
\$ 14,477,009	\$ 14,787,660	\$ 15,106,627	\$ 15,433,744	\$ 15,769,446
\$ 204,515	\$ 206,888	\$ 209,899	\$ 213,982	\$ 218,972

3% Target	400,585	410,972	440,088	317,592	439,569	425,207
				(short)over 3% Target	35,913	



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
10 - GENERAL FUND							
Revenue							
10-1111-4005	CURRENT TAXES REAL PROPERTY	\$ 2,622,183	\$ 2,842,108	\$ 2,980,000	\$ 2,996,144	\$ 3,010,282	\$ 3,476,000
10-1111-4010	DELINQUENT TAXES REAL PROPERTY	27,683	37,109	30,000	28,923	35,000	33,000
10-1111-4015	PENALTY & INTEREST	23,493	29,940	22,000	26,547	31,344	25,000
10-1111-4020	CITY SALES TAX	2,036,579	2,359,359	2,438,000	2,006,158	2,699,367	2,780,348
10-1111-4025	MIXED BEVERAGE TAX	5,376	9,536	5,000	6,500	8,046	8,000
10-1111-4030	GROSS RECEIPTS FRANCHISE FEE	153,535	161,960	150,000	142,439	160,000	160,000
10-1111-4307	GRANT REVENUE	-	-	-	7,864	7,864	-
10-1111-4540	BEDC PAYMENT FOR SERVICES	85,000	85,000	120,000	90,000	120,000	120,000
10-1111-4605	INTEREST EARNED	26,410	2,091	5,000	10,490	14,000	14,000
10-1111-4805	TRF FROM HOTE/MOTEL-EVENTS	25,000	50,000	50,000	35,000	35,000	50,000
10-1111-4810	RETURN ON INVESTMENT	1,549,591	1,661,371	1,639,441	1,233,432	1,639,441	1,672,156
10-1111-4815	IN-LIEU OF PROPERTY TAX	130,878	132,680	132,763	101,530	132,763	136,483
10-1111-4830	SHOP ALLOCATION	52,804	56,330	57,538	40,591	57,538	58,684
10-1111-4840	IN-LIEU OF FRANCHISE	218,130	221,133	221,271	169,216	221,271	227,471
10-1111-4841	ADMINISTRATION ALLOCATION	741,215	825,346	922,880	637,681	922,880	967,333
	ENGINEERING ALLOCATION						155,118
10-1111-4900	RENTAL FOR MEETINGS	1,990	2,030	1,300	875	1,000	1,000
10-1111-4904	INSURANCE CLAIM PAYMENT	3,976	63,297	-	-	-	-
10-1111-4952	SALE OF EQUIPMENT	-	-	-	89	80	-
10-1111-4955	USE OF FUND BALANCE	2,400,583	2,398,190	2,028,500	1,185,062	2,028,500	-
10-1111-4999	MISCELLANEOUS REVENUE	26,798	3,905	2,500	1,086	2,088	2,000
10-1500-4200	MUNICIPAL COURT FINES	111,014	125,135	130,000	93,212	125,000	130,000
10-1500-4350	CREDIT CARD CONVENIENCE FEES COI	-	-	-	1,136	1,704	2,300
10-1600-4325	PD GRANT REVENUE	-	8,233	6,000	5,579	6,000	6,000
10-1600-4905	PEACE OFFICER ALLOCATION/STATE	1,853	1,678	1,700	1,367	1,367	1,400
10-1600-4924	INTERLOCAL W/SCHOOL-OFFICER	305,193	217,607	221,463	147,638	172,245	304,130
10-1600-4925	POLICE DEPARTMENT REVENUE	5,986	5,103	3,000	7,147	7,250	5,000
10-1600-4952	SALE OF EQUIPMENT	-	350	-	-	-	-
10-1640-4300	FIRE DEPT GRANTS/CONTRIBUTIONS	218,410	107,404	500	-	-	-
10-1640-4303	UTILITY DONATIONS - FIRE DEPT	3,822	3,714	3,700	2,496	3,400	3,500
10-1640-4350	CREDIT CARD CONVENIENCE FEES COI	-	-	6,188	382	571	500
10-1640-4561	COUNTY FIRE COVERAGE	5,834	-	-	-	-	-
10-1640-4563	ESD REVENUE	152,000	160,000	292,000	146,000	292,000	292,000
10-1640-4601	FIRE RENTAL REVENUE				4,500	9,000	18,000
10-1640-4902	MISCELLANEOUS REV-FIRE	15,013	7,171	8,000	8,575	11,500	10,000
10-1640-4940	FD BLOOD DRAW REVENUE	8,535	12,150	9,000	8,025	11,000	11,000
10-1640-4952	SALE OF EQUIPMENT				300	300	
10-1641-4306	TASSPP-EMS REIMB PROJECT	98,452	-	-	-	-	-

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 3,493,380	\$ 3,510,847	\$ 3,528,401	\$ 3,546,043	\$ 3,563,773
33,000	33,000	33,000	33,000	33,000
25,000	25,000	25,000	25,000	25,000
2,788,689	2,872,350	2,958,520	3,047,276	3,138,694
8,000	8,000	8,000	8,000	8,000
160,000	160,000	160,000	160,000	160,000
-	-	-	-	-
120,000	120,000	120,000	120,000	120,000
14,000	14,000	14,000	14,000	14,000
50,000	50,000	50,000	50,000	50,000
1,677,173	1,727,488	1,779,313	1,832,692	1,887,673
136,892	140,999	145,229	149,586	154,073
58,860	60,626	62,445	64,318	66,248
228,153	234,998	242,048	249,309	256,788
970,235	999,342	1,029,322	1,060,202	1,092,008
155,583	160,250	165,058	170,010	175,110
1,000	1,000	1,000	1,000	1,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
2,000	2,000	2,000	2,000	2,000
130,390	134,302	138,331	142,481	146,755
2,300	2,300	2,300	2,300	2,300
6,000	6,000	6,000	6,000	6,000
1,400	1,400	1,400	1,400	1,400
305,042	314,194	323,619	333,328	343,328
5,000	5,000	5,000	5,000	5,000
-	-	-	-	-
-	-	-	-	-
3,500	3,500	3,500	3,500	3,500
500	500	500	500	500
-	-	-	-	-
292,000	292,000	292,000	292,000	292,000
18,000	18,000	18,000	18,000	18,000
10,000	10,000	10,000	10,000	10,000
11,000	11,000	11,000	11,000	11,000
-	-	-	-	-



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
10 - GENERAL FUND							
Revenue							
10-1641-4400	EMS FEES FOR SERVICE	1,716,751	1,932,013	1,900,000	1,574,927	2,099,902	2,100,000
10-1641-4560	COUNTY EMS COVERAGE	402,513	414,588	427,026	357,684	427,026	439,837
10-1641-4562	CITY OF BERTRAM COVERAGE-EMS	10,000	10,000	10,000	7,500	10,000	10,000
10-1641-4904	INSURANCE CLAIM PAYMENT				1,436	1,436	
10-1700-4904	INSURANCE CLAIM PAYMENT	-	-	-	3,406	3,406	-
10-1720-4541	PENALTIES - GARBAGE BILLINGS	8,815	11,944	12,000	10,458	14,000	13,000
10-1720-4544	TRASH/GARBAGE COLLECTION	1,031,982	1,089,888	1,117,106	867,027	1,156,036	1,190,717
10-1800-4616	COMMUNITY CENTER RENTAL FEES	7,550	6,100	8,000	14,800	19,000	10,000
10-1800-4618	PARKS & PAVILION REVENUE	400	500	300	800	800	500
10-1800-4952	SALE OF EQUIPMENT	-	11,525	-	-	-	-
10-1800-4999	MISCELLANEOUS REVENUE	-	-	-	554	554	-
10-1813-4617	FIELD RENTAL FEES	16,227	13,230	17,000	43,382	53,395	20,000
10-1840-4935	SALE OF CEMETERY LOTS/FEES	5,830	11,130	5,500	14,810	17,000	7,000
10-1900-4350	CREDIT CARD CONVENIENCE FEES COI	-	-	6,188	2,949	4,400	14,400
10-1900-4410	MISCELLANEOUS FEES	-	-	-	200	200	-
10-1900-4420	PERMITS	113,891	79,653	90,000	96,465	110,000	100,000
10-1900-4421	ENGINEERING SERVICES	-	3,796	-	30,880	36,000	10,000
10-1900-4422	INSPECTION FEES	-	-	30,000	25,985	30,000	30,000
10-1900-4430	ALCOHOL BEVERAGE PERMITS	225	30	200	330	330	300
10-1900-4440	SUBDIVISION PLAT FEE	7,975	6,965	7,000	14,740	15,500	8,000
10-1900-4441	REZONE FEES	2,500	3,950	2,500	10,575	11,000	5,000
10-1900-4445	MAP COPIES	19	28	-	118	120	-
10-1900-4448	FMO PERMITS & INSPECTIONS	5,365	2,565	2,500	886	1,000	1,000
10-1900-4938	FMO - MY PERMIT NOW	-	1,350	1,000	2,650	3,500	3,500
10-1900-4950	PROP LIEN RELE/ABATEMENTS	11,170	1,453	3,000	200	700	1,000
10 - GENERAL FUND Total Revenue		\$ 14,398,547	\$ 15,190,636	\$ 15,127,063	\$ 12,228,746	\$ 15,783,106	\$ 14,634,677

Less use of FB

11,997,964 12,792,447 13,098,563 11,043,684 13,754,606 14,634,677

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
2,106,300	2,169,489	2,234,574	2,301,611	2,370,659
439,837	439,837	439,837	439,837	439,837
10,000	10,000	10,000	10,000	10,000
-	-	-	-	-
13,000	13,000	13,000	13,000	13,000
1,194,289	1,230,118	1,267,021	1,305,032	1,344,183
10,000	10,000	10,000	10,000	10,000
500	500	500	500	500
-	-	-	-	-
-	-	-	-	-
20,000	20,000	20,000	20,000	20,000
7,000	7,000	7,000	7,000	7,000
14,400	14,400	14,400	14,400	14,400
-	-	-	-	-
100,300	103,309	106,408	109,601	112,889
10,000	10,000	10,000	10,000	10,000
30,000	30,000	30,000	30,000	30,000
300	300	300	300	300
8,000	8,000	8,000	8,000	8,000
5,000	5,000	5,000	5,000	5,000
-	-	-	-	-
1,000	1,000	1,000	1,000	1,000
3,500	3,500	3,500	3,500	3,500
1,000	1,000	1,000	1,000	1,000
\$ 14,681,524	\$ 14,994,548	\$ 15,316,526	\$ 15,647,725	\$ 15,988,419

14,681,524 14,994,548 15,316,526 15,647,725 15,988,419



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

INTERFUND TRANSFERS

10-1114-59043	TRANSFER TO GOLF COURSE FUND	\$ 212,296	\$ 200,563	\$ 284,267	\$ 137,544	\$ 192,701	\$ 204,824
10-1114-59046	TRANSFER TO GEN CAP PROJ FUND	2,301,799	934,936	1,764,000	1,041,164	1,764,000	-
10-1114-59049	TRANSFER TO GOLF CAP PROJECT F	98,785	261,935	250,000	132,074	250,000	-
1114 - INTERFUND TRANSFERS Totals:		\$ 2,612,880	\$ 1,397,434	\$ 2,298,267	\$ 1,310,782	\$ 2,206,701	\$ 204,824

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 206,873	\$ 208,941	\$ 211,031	\$ 213,141	\$ 215,272
-	-	-	-	-
-	-	-	-	-
\$ 206,873	\$ 208,941	\$ 211,031	\$ 213,141	\$ 215,272



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
CITY COUNCIL							
10-1000-51600	WORKERS COMPENSATION	\$ -	\$ -	\$ -	\$ 433	\$ 433	\$ 450
10-1000-52000	OPERATING SUPPLIES	860	1,020	1,000	1,227	1,300	1,500
10-1000-52101	OFFICE SUPPLIES	-	-	-	-	18	50
10-1000-53300	R & M - BUILDING/FACILITY	523	731	1,000	919	1,000	1,000
10-1000-54200	CUSTODIAL CARE	3,120	3,120	3,120	2,340	3,120	3,120
10-1000-54500	PROFESSIONAL SERVICES	857	984	1,000	1,109	1,109	1,000
10-1000-54700	COMMUNICATIONS	498	847	850	611	870	900
10-1000-54800	UTILITIES	1,279	1,868	1,750	1,498	2,000	2,000
10-1000-57000	NON CAPITAL - SMALL EQUIPMENT	-	-	-	3,400	3,400	200
10-1000-57110	ELECTIONS	-	811	1,000	75	75	1,000
10-1000-57120	AWARDS/HONORS/TRIBUTES	131	725	500	932	950	500
10-1000-57300	INSURANCE & BONDS	-	62	75	50	75	75
10-1000-57700	TRAVEL & TRAINING	4,164	2,153	4,000	3,850	5,000	5,000
1000 - CITY COUNCIL Totals:		\$ 11,431	\$ 12,320	\$ 14,295	\$ 16,445	\$ 19,350	\$ 16,795

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 455	\$ 459	\$ 464	\$ 468	\$ 473
1,515	1,530	1,545	1,561	1,577
51	51	52	52	53
1,010	1,020	1,030	1,041	1,051
3,151	3,183	3,215	3,247	3,279
1,010	1,020	1,030	1,041	1,051
909	918	927	937	946
2,020	2,040	2,061	2,081	2,102
202	204	206	208	210
1,010	1,020	1,030	1,041	1,051
505	510	515	520	526
76	77	77	78	79
5,050	5,101	5,152	5,203	5,255
\$ 16,963	\$ 17,133	\$ 17,304	\$ 17,477	\$ 17,652



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

GENERAL ADMINISTRATION

10-1111-51000	SALARIES - OPERATIONAL	\$ 645,853	\$ 787,862	\$ 891,984	\$ 615,344	\$ 819,344	\$ 981,944
10-1111-51200	CAR ALLOWANCE	6,300	-	6,300	4,781	6,300	6,300
10-1111-51300	EMPLOYEE INSURANCE	44,230	50,278	61,293	46,077	58,454	69,190
10-1111-51310	RETIREE INSURANCE	10,248	9,919	5,400	3,157	6,500	6,500
10-1111-51400	FICA TAX	46,125	56,573	65,964	45,049	62,680	71,419
10-1111-51500	RETIREMENT	86,429	103,263	121,186	84,354	112,319	132,622
10-1111-51600	WORKERS COMPENSATION	1,151	2,192	6,522	4,957	4,957	1,394
10-1111-51700	UNEMPLOYMENT	1,170	2,016	2,700	67	3,780	2,700
10-1111-51800	EMPLOYEE PHYSICALS & TESTING	353	6	540	749	750	750
10-1111-51900	CLOTHING ALLOWANCE	-	928	5,000	2,208	4,250	4,250
10-1111-52000	OPERATING SUPPLIES	19,432	12,499	6,980	6,382	8,500	8,500
10-1111-52100	COMPUTER/PRINTER SUPPLIES	-	1,009	1,500	2,122	2,991	3,000
10-1111-52101	OFFICE SUPPLIES	8,654	6,305	3,000	4,289	5,500	5,500
10-1111-52200	POSTAGE & SHIPPING	-	2,151	6,000	2,042	3,000	3,000
10-1111-52700	JANITORIAL SUPPLIES	-	129	1,500	1,260	1,680	1,700
10-1111-53000	R & M - EQUIPMENT	-	203	-	-	-	-
10-1111-53100	R & M - SOFTWARE	68,814	89,630	75,000	77,990	85,492	87,000
10-1111-53300	R & M - BUILDING/FACILITY	6,474	8,128	5,000	3,022	4,000	4,000
10-1111-54006	APPRAISAL CONTRACT	50,615	50,401	55,095	27,682	55,095	59,703
10-1111-54200	CUSTODIAL CARE	7,800	8,800	8,800	5,850	8,800	8,800
10-1111-54400	DUES & SUBSCRIPTIONS	-	2,462	9,500	12,865	16,272	14,000
10-1111-54500	PROFESSIONAL SERVICES	9,209	11,044	11,100	5,418	8,900	5,000
10-1111-54502	AUDIT FEES	41,800	40,705	50,000	41,689	50,000	55,000
10-1111-54510	LEGAL SERVICES	12,712	9,591	10,000	6,756	10,000	10,000
10-1111-54530	INFORMATION TECHNOLOGY SUPPORT	48,456	48,456	49,000	36,342	49,000	49,000
10-1111-54600	ADVERTISING/PROMOTIONS	2,973	97	500	554	554	500
10-1111-54610	ADVERTISING-PUBLIC NOTICES	-	3,786	3,500	1,914	3,500	3,500
10-1111-54700	COMMUNICATIONS	43,042	32,009	36,000	24,517	33,500	36,000
10-1111-54800	UTILITIES	11,179	12,933	13,000	12,579	16,775	16,800
10-1111-54900	UNIFORMS	2,624	1,676	-	-	-	-
10-1111-57000	NON CAPITAL - SMALL EQUIPMENT	7,864	10,219	5,000	22,360	29,000	10,000
10-1111-57099	NON CAPITAL - COMPUTERS	2,905	10,244	-	-	-	-
10-1111-57100	HEALTH & WELLNESS	8,074	15,955	17,000	12,297	16,500	8,000
10-1111-57200	EMPLOYEE PROGRAMS	17,186	12,962	20,000	15,869	20,000	18,000
10-1111-57300	INSURANCE & BONDS	177,603	208,373	225,000	181,814	242,000	278,178
10-1111-57510	CODIFICATION/ARCHIVAL	10,473	10,635	10,000	2,581	5,000	5,000
10-1111-57600	LEASE PAYMENTS - CITY HALL	49,245	50,230	51,234	38,235	51,361	52,903
10-1111-57650	LEASE PAYMENTS - COPIER	23,526	16,558	18,000	12,413	16,500	16,500
10-1111-57660	LEASE PAYMENTS - POSTAGE MACHIN	9,720	9,717	10,000	7,287	10,000	10,000
10-1111-57700	TRAVEL & TRAINING	26,396	15,301	42,000	14,580	35,000	30,000
1111 - GENERAL ADMINISTRATION Totals:		\$ 1,482,239	\$ 1,715,244	\$ 1,910,598	\$ 1,387,451	\$ 1,868,253	\$ 2,076,653

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 1,011,403	\$ 1,041,745	\$ 1,072,997	\$ 1,105,187	\$ 1,138,343
6,300	6,300	6,500	6,500	6,500
69,882	70,581	71,286	71,999	72,719
6,565	6,631	6,697	6,764	6,832
77,372	79,693	82,084	84,547	87,083
133,505	137,510	141,636	145,885	150,261
1,408	1,422	1,436	1,450	1,465
2,727	2,754	2,782	2,810	2,838
758	765	773	780	788
4,293	4,335	4,379	4,423	4,467
8,585	8,671	8,758	8,845	8,934
3,030	3,060	3,091	3,122	3,153
5,555	5,611	5,667	5,723	5,781
3,030	3,060	3,091	3,122	3,153
1,717	1,734	1,752	1,769	1,787
-	-	-	-	-
87,870	88,749	89,636	90,533	91,438
4,040	4,080	4,121	4,162	4,204
60,300	60,903	61,512	62,127	62,748
8,888	8,977	9,067	9,157	9,249
14,140	14,281	14,424	14,568	14,714
5,050	5,101	5,152	5,203	5,255
55,550	56,106	56,667	57,233	57,806
10,100	10,201	10,303	10,406	10,510
49,490	49,985	50,485	50,990	51,499
505	510	515	520	526
3,535	3,570	3,606	3,642	3,679
36,360	36,724	37,091	37,462	37,836
16,968	17,138	17,309	17,482	17,657
-	-	-	-	-
10,100	10,201	10,303	10,406	10,510
-	-	-	-	-
8,080	8,161	8,242	8,325	8,408
18,180	18,362	18,545	18,731	18,918
280,960	283,769	286,607	289,473	292,368
5,050	5,101	5,152	5,203	5,255
53,432	53,966	54,506	55,051	55,601
16,665	16,832	17,000	17,170	17,342
10,100	10,201	10,303	10,406	10,510
30,300	30,603	30,909	31,218	31,530
\$ 2,121,791	\$ 2,167,391	\$ 2,214,381	\$ 2,262,394	\$ 2,311,666



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

MUNICIPAL COURT

10-1500-51000	SALARIES - OPERATIONAL	\$ 24,419	\$ 25,156	\$ 51,293	\$ 39,494	\$ 51,293	\$ 53,445
10-1500-51300	EMPLOYEE INSURANCE	3,378	3,517	7,944	5,624	7,161	8,107
10-1500-51400	FICA TAX	2,970	3,106	3,969	3,957	3,924	4,089
10-1500-51500	RETIREMENT	3,253	3,299	6,911	5,155	6,695	7,172
10-1500-51600	WORKERS COMPENSATION	158	30	87	-	-	75
10-1500-51700	UNEMPLOYMENT	261	617	270	222	270	270
10-1500-51900	CLOTHING ALLOWANCE	-	-	500	210	500	500
10-1500-52000	OPERATING SUPPLIES				463	500	500
10-1500-52100	COMPUTER/PRINTER SUPPLIES	-	-	-	72	75	75
10-1500-52101	OFFICE SUPPLIES	272	176	750	42	100	100
10-1500-53100	R & M - SOFTWARE	6,715	8,085	8,500	6,347	8,500	8,500
10-1500-54000	MUNICIPAL JUDGE SERVICES	14,400	15,600	14,400	10,800	14,400	14,400
10-1500-54400	DUES & SUBSCRIPTIONS	-	-	-	483	500	500
10-1500-54500	PROFESSIONAL SERVICES	6,951	619	400	319	333	400
10-1500-54501	PROFESSIONAL SERVICES	422	-	-	-	-	-
10-1500-54900	UNIFORMS	155	110	-	-	-	-
10-1500-57000	NON CAPITAL - SMALL EQUIPMENT	-	290	-	-	-	-
10-1500-57200	EMPLOYEE PROGRAM				6	6	
10-1500-57300	INSURANCE & BONDS	50	50	50	50	50	50
10-1500-57400	SERVICE CHARGE - CREDIT CARDS	3,319	3,204	3,300	2,621	3,495	3,500
10-1500-57700	TRAVEL & TRAINING	346	446	1,000	1,211	1,500	1,500
1500 - MUNICIPAL COURT Totals:		\$ 67,069	\$ 64,306	\$ 99,374	\$ 77,075	\$ 99,302	\$ 103,184

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 55,049	\$ 56,700	\$ 58,401	\$ 60,153	\$ 61,958
8,188	8,270	8,353	8,436	8,521
4,211	4,338	4,468	4,602	4,740
7,244	7,317	7,390	7,464	7,538
76	77	78	78	79
273	275	278	281	284
505	510	515	520	526
505	510	515	520	526
76	77	77	78	79
101	102	103	104	105
8,585	8,671	8,758	8,845	8,934
14,544	14,689	14,836	14,985	15,135
505	510	515	520	526
404	408	412	416	420
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
51	51	52	52	53
3,535	3,570	3,606	3,642	3,679
1,515	1,530	1,545	1,561	1,577
\$ 105,366	\$ 107,605	\$ 109,902	\$ 112,258	\$ 114,676



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

POLICE

10-1600-51000	SALARIES - OPERATIONAL	\$ 1,394,176	\$ 1,371,647	\$ 1,551,219	\$ 1,130,693	\$ 1,517,693	\$ 1,849,059
10-1600-51100	OVERTIME	47,174	56,224	60,000	67,333	85,000	85,000
10-1600-51300	EMPLOYEE INSURANCE	140,156	142,569	187,375	120,279	155,080	212,221
10-1600-51310	RETIREE INSURANCE	7,168	6,671	6,700	6,451	10,414	15,852
10-1600-51400	FICA TAX	104,146	96,891	123,258	88,310	122,606	146,043
10-1600-51500	RETIREMENT	187,625	173,768	214,297	161,472	228,878	256,196
10-1600-51600	WORKERS COMPENSATION	30,709	31,130	28,420	23,322	23,500	33,722
10-1600-51700	UNEMPLOYMENT	3,215	5,668	6,480	769	800	7,020
10-1600-51800	EMPLOYEE PHYSICALS & TESTING	7,513	5,611	1,500	2,656	3,500	2,500
10-1600-51900	CLOTHING ALLOWANCE	-	84	2,500	710	2,500	2,500
10-1600-52000	OPERATING SUPPLIES	28,230	30,618	26,800	13,254	17,500	16,000
10-1600-52100	COMPUTER/PRINTER SUPPLIES	-	444	2,000	1,718	2,500	2,500
10-1600-52101	OFFICE SUPPLIES	5,300	4,528	8,000	2,267	3,500	4,000
10-1600-52200	POSTAGE & SHIPPING	-	-	200	57	200	200
10-1600-52400	FUEL & LUBRICANTS	44,362	52,183	50,000	56,811	83,641	93,000
10-1600-52600	AMMUNITION	7,213	7,007	17,500	8,989	15,000	17,500
10-1600-52700	JANITORIAL SUPPLIES	-	368	1,000	1,188	1,500	1,500
10-1600-53000	R & M - EQUIPMENT	-	573	-	727	1,000	1,000
10-1600-53100	R & M - SOFTWARE	34,308	56,669	64,800	44,572	48,072	57,500
10-1600-53200	R & M - VEHICLES	46,431	38,740	40,000	20,146	30,000	40,000
10-1600-53300	R & M - BUILDING/FACILITY	5,558	3,896	3,580	5,226	7,000	7,000
10-1600-53400	R & M - GROUNDS	-	6,420	6,420	4,280	5,700	5,700
10-1600-54007	HOUSING OF PRISONERS	1,350	3,450	4,000	3,200	4,500	4,500
10-1600-54010	COUNTY DISPATCHING	58,368	59,652	61,000	40,864	61,000	62,850
10-1600-54200	CUSTODIAL CARE	6,700	18,000	18,000	13,500	18,000	18,000
10-1600-54400	DUES & SUBSCRIPTIONS	-	-	2,000	1,969	2,000	3,000
10-1600-54500	PROFESSIONAL SERVICES	3,125	4,216	2,500	4,366	6,000	6,000
10-1600-54600	ADVERTISING/PROMOTIONS	96	2,001	500	-	250	250
10-1600-54610	PUBLIC NOTICE ADVERTISEMENTS	-	-	-	96	96	-
10-1600-54700	COMMUNICATIONS	23,957	32,596	32,000	24,697	35,000	35,000
10-1600-54800	UTILITIES	26,939	34,367	35,000	32,011	43,000	40,000
10-1600-54900	UNIFORMS	14,694	11,816	12,500	13,593	18,000	15,000
10-1600-54914	HILL COUNTRY HUMANE CONTRACT	49,500	34,875	35,000	26,156	35,000	43,750
10-1600-57000	NON CAPITAL - SMALL EQUIPMENT	11,078	20,176	16,500	25,087	25,087	20,000
10-1600-57200	EMPLOYEE PROGRAMS	11,942	20,339	2,500	1,084	1,500	1,500
10-1600-57300	INSURANCE & BONDS	8,583	12,179	12,500	12,929	17,000	19,662
10-1600-57310	SEXUAL ASSAULT EXAMS	-	-	1,000	-	-	-
10-1600-57550	USE OF CONTRIBUTIONS	-	1,171	1,500	3,016	3,016	3,000
10-1600-57560	ABATEMENTS	-	-	8,000	14,172	15,000	10,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 1,904,531	\$ 1,961,667	\$ 2,020,517	\$ 2,081,133	\$ 2,143,567
85,850	86,709	87,576	88,451	89,336
214,344	216,487	218,652	220,839	223,047
16,011	16,171	16,332	16,496	16,661
147,503	148,979	150,468	151,973	153,493
258,758	261,345	263,959	266,598	269,264
34,059	34,399	34,743	35,091	35,442
7,090	7,161	7,233	7,305	7,378
2,525	2,550	2,576	2,602	2,628
2,525	2,550	2,576	2,602	2,628
16,160	16,322	16,485	16,650	16,816
2,525	2,550	2,576	2,602	2,628
4,040	4,080	4,121	4,162	4,204
202	204	206	208	210
93,930	94,869	95,818	96,776	97,744
17,675	17,852	18,030	18,211	18,393
1,515	1,530	1,545	1,561	1,577
1,010	1,020	1,030	1,041	1,051
58,075	58,656	59,242	59,835	60,433
40,400	40,804	41,212	41,624	42,040
7,070	7,141	7,212	7,284	7,357
5,757	5,815	5,873	5,931	5,991
4,545	4,590	4,636	4,683	4,730
63,479	64,113	64,754	65,402	66,056
18,180	18,362	18,545	18,731	18,918
3,030	3,060	3,091	3,122	3,153
6,060	6,121	6,182	6,244	6,306
253	255	258	260	263
-	-	-	-	-
35,350	35,704	36,061	36,421	36,785
40,400	40,804	41,212	41,624	42,040
15,150	15,302	15,455	15,609	15,765
44,188	44,629	45,076	45,526	45,982
20,200	20,402	20,606	20,812	21,020
1,515	1,530	1,545	1,561	1,577
19,859	20,057	20,258	20,460	20,665
-	-	-	-	-
3,030	3,060	3,091	3,122	3,153
10,100	10,201	10,303	10,406	10,510



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

POLICE

10-1600-57650	LEASE PAYMENTS - COPIER	4,105	7,097	7,000	5,508	7,300	7,500
10-1600-57700	TRAVEL & TRAINING	22,713	17,419	25,000	31,307	35,000	35,000
10-1600-58000	C/O - EQUIPMENT	-	7,338	-	-	-	-
10-1600-58027	CAPITAL OUTLAY-POLICE	-	-	-	-	-	-
10-1600-59063	TRANSFER TO SELF FUNDED	169,650	136,806	196,567	147,425	196,567	181,341
1600 - POLICE Totals:		\$ 2,506,084	\$ 2,515,209	\$ 2,875,116	\$ 2,162,210	\$ 2,888,899	\$ 3,362,366

ANIMAL SHELTER

10-1610-52000	OPERATING SUPPLIES	\$ -	\$ -	\$ 3,000	\$ 1,709	\$ 2,000	\$ 2,000
10-1610-52005	ANIMAL CONTROL/SHELTER SUPPLIES	16,653	2,809	-	-	-	-
10-1610-52700	JANITORIAL SUPPLIES	-	-	500	131	250	250
10-1610-53300	R & M - BUILDING/FACILITY	-	-	500	1,124	1,124	2,500
1610 - ANIMAL SHELTER Totals:		\$ 16,653	\$ 2,809	\$ 4,000	\$ 2,964	\$ 3,374	\$ 4,750

K-9

10-1620-52000	OPERATING SUPPLIES	\$ -	\$ -	\$ 2,000	\$ 1,132	\$ 1,500	\$ 1,500
10-1620-52610	K-9 EXPENSES	2,421	845	-	-	-	-
10-1620-57700	TRAVEL & TRAINING					-	2,500
1620 - K-9 Totals:		2,421	845	2,000	1,132	1,500	4,000

TOTAL POLICE

\$ 2,525,159	\$ 2,518,863	\$ 2,881,116	\$ 2,166,306	\$ 2,893,773	\$ 3,371,116
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5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

7,575	7,651	7,727	7,805	7,883
35,350	35,704	36,061	36,421	36,785
-	-	-	-	-
-	-	-	-	-
183,154	184,986	186,835	188,704	190,591
\$ 3,432,971	\$ 3,505,391	\$ 3,579,678	\$ 3,655,885	\$ 3,734,067

\$ 2,020	\$ 2,040	\$ 2,061	\$ 2,081	\$ 2,102
-	-	-	-	-
253	255	258	260	263
2,525	2,550	2,576	2,602	2,628
\$ 4,798	\$ 4,845	\$ 4,894	\$ 4,943	\$ 4,992

\$ 1,515	\$ 1,530	\$ 1,545	\$ 1,561	\$ 1,577
-	-	-	-	-
2,525	2,550	2,576	2,602	2,628
4,040	4,080	4,121	4,162	4,204

\$ 3,441,808	\$ 3,514,317	\$ 3,588,693	\$ 3,664,991	\$ 3,743,263
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2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
10 - GENERAL FUND							
FIRE							
10-1640-51000	SALARIES - OPERATIONAL	\$ 1,788,762	\$ 1,624,358	\$ 1,947,969	\$ 1,219,245	\$ 1,672,837	\$ 2,690,288
10-1640-51100	OVERTIME	336,859	707,891	500,000	580,353	770,362	-
10-1640-51300	EMPLOYEE INSURANCE	212,637	210,119	263,976	179,262	234,762	270,314
10-1640-51310	RETIREE INSURANCE	7,832	13,971	13,000	10,513	12,528	13,000
10-1640-51400	FICA TAX	155,937	172,038	186,581	135,078	186,905	204,966
10-1640-51500	RETIREMENT	258,937	278,467	289,799	225,572	306,245	324,226
10-1640-51600	WORKERS COMPENATION	52,678	56,433	47,787	44,817	44,817	53,152
10-1640-51700	UNEMPLOYMENT	6,059	12,157	11,610	1,272	1,272	11,610
10-1640-51800	EMPLOYEE PHYSICALS & TESTING	2,089	2,068	2,500	2,005	2,500	2,500
10-1640-52000	OPERATING SUPPLIES	17,510	23,452	18,200	10,926	14,000	15,000
10-1640-52100	COMPUTER/PRINTER SUPPLIES	-	-	-	281	375	500
10-1640-52101	OFFICE SUPPLIES	380	194	1,000	427	570	500
10-1640-52200	POSTAGE & SHIPPING	-	-	300	367	490	500
10-1640-52400	FUEL & LUBRICANTS	11,407	12,488	13,000	12,514	16,575	18,000
10-1640-52500	CHEMICALS & FERTILIZERS	228	-	500	-	250	250
10-1640-52600	AMMUNITION	-	-	-	139	185	300
10-1640-52700	JANITORIAL SUPPLIES	-	896	2,500	3,135	3,500	3,500
10-1640-53000	R & M - EQUIPMENT	-	530	9,000	4,086	12,000	12,000
10-1640-53100	R & M - SOFTWARE	30,163	37,477	35,000	50,255	52,000	52,000
10-1640-53200	R & M - VEHICLES	38,017	39,971	42,000	32,967	43,000	43,000
10-1640-53300	R & M - BUILDING/FACILITY	15,633	13,348	17,000	19,601	26,000	24,000
10-1640-54001	MEDICAL DIRECTOR SERVICES	19,200	19,200	20,400	15,300	20,400	20,400
10-1640-54010	COUNTY DISPATCHING	65,820	67,269	69,000	46,081	69,000	71,100
10-1640-54400	DUES & SUBSCRIPTIONS	-	-	4,000	3,205	4,000	4,000
10-1640-54500	PROFESSIONAL SERVICES	17,504	-	-	-	-	-
10-1640-54597	EMERGENCY MANAGEMENT SERVICES	112,284	-	-	-	-	-
10-1640-54600	ADVERTISING/PROMOTIONS	-	-	750	96	250	750
10-1640-54700	COMMUNICATIONS	19,826	24,124	24,000	15,560	21,000	21,000
10-1640-54800	UTILITIES	32,462	36,971	55,000	31,267	41,723	42,000
10-1640-54901	BUNKER GEAR SUPPLIES	4,025	6,847	3,500	1,372	3,500	3,500
10-1640-57000	NON CAPITAL - SMALL EQUIPMENT	7,055	10,769	9,000	3,099	8,000	8,000
10-1640-57001	NON CAPITAL - BUNKER GEAR	-	4,536	7,500	7,440	7,500	15,000
10-1640-57200	EMPLOYEE PROGRAMS	578	2,149	1,500	656	972	1,000
10-1640-57400	SERVICE CHARGE - CREDIT CARDS	-	9,888	9,000	9,315	12,000	12,000
10-1640-57650	LEASE PAYMENTS - COPIER	7,308	6,358	7,500	4,932	6,600	6,600
10-1640-57670	LEASE PAYMENTS - MODULAR UNIT	5,340	6,275	-	-	-	-
10-1640-57700	TRAVEL & TRAINING	19,207	11,731	22,000	18,574	22,000	22,000
10-1640-58000	C/O -EQUIPMENT	-	-	-	8,318	8,318	-
10-1640-59060	TRANSFER TO DEBT SERVICE	-	1,146,972	-	-	-	-
10-1640-59063	TRANSFER TO SELF FUNDED	12,852	17,772	17,772	13,329	17,772	-

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 2,770,997	\$ 2,854,126	\$ 2,939,750	\$ 3,027,943	\$ 3,118,781
-	-	-	-	-
273,017	275,747	278,505	281,290	284,103
13,130	13,261	13,394	13,528	13,663
207,015	209,085	211,176	213,288	215,421
327,468	330,743	334,050	337,390	340,764
53,684	54,221	54,763	55,311	55,864
11,726	11,843	11,962	12,081	12,202
2,525	2,550	2,576	2,602	2,628
15,150	15,302	15,455	15,609	15,765
505	510	515	520	526
505	510	515	520	526
505	510	515	520	526
18,180	18,362	18,545	18,731	18,918
253	255	258	260	263
303	306	309	312	315
3,535	3,570	3,606	3,642	3,679
12,120	12,241	12,364	12,487	12,612
52,520	53,045	53,576	54,111	54,653
43,430	43,864	44,303	44,746	45,193
24,240	24,482	24,727	24,974	25,224
20,604	20,810	21,018	21,228	21,441
71,811	72,529	73,254	73,987	74,727
4,040	4,080	4,121	4,162	4,204
-	-	-	-	-
-	-	-	-	-
758	765	773	780	788
21,210	21,422	21,636	21,853	22,071
42,420	42,844	43,273	43,705	44,142
3,535	3,570	3,606	3,642	3,679
8,080	8,161	8,242	8,325	8,408
15,150	15,302	15,455	15,609	15,765
1,010	1,020	1,030	1,041	1,051
12,120	12,241	12,364	12,487	12,612
6,666	6,733	6,800	6,868	6,937
-	-	-	-	-
22,220	22,442	22,667	22,893	23,122
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
10 - GENERAL FUND							
FIRE							
1640 - FIRE Totals:		\$ 3,258,591	\$ 4,576,720	\$ 3,652,644	\$ 2,711,357	\$ 3,644,207	\$ 3,966,955
EMS							
10-1641-52200	POSTAGE & SHIPPING	\$ -	\$ -	\$ -	\$ 53	\$ 53	\$ 100
10-1641-52400	FUEL & LUBRICANTS	45,779	58,540	55,000	70,689	93,905	105,000
10-1641-52800	EMS MEDICAL SUPPLIES	90,006	101,954	100,000	75,869	110,000	100,000
10-1641-53000	R & M - EQUIPMENT	-	-	10,000	6,300	8,500	8,500
10-1641-53200	R & M - VEHICLES	28,749	34,185	31,000	36,993	49,324	35,000
10-1641-54002	EMS BILLING COMMISSION	103,996	118,921	114,000	94,496	125,994	126,000
10-1641-54900	UNIFORMS	11,223	17,831	15,000	4,377	15,000	15,000
10-1641-57710	EMS TRAINING EXPENSE	-	393	-	-	-	-
10-1641-59063	TRANSFER TO SELF FUNDED	297,559	271,232	237,014	177,760	237,014	295,805
1641 - EMS Totals:		\$ 577,312	\$ 603,054	\$ 562,014	\$ 466,537	\$ 639,737	\$ 685,305
Total Fire and EMS		\$ 3,835,903	\$ 5,179,774	\$ 4,214,658	\$ 3,177,894	\$ 4,283,945	\$ 4,652,260

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 4,060,431	\$ 4,156,455	\$ 4,255,102	\$ 4,356,448	\$ 4,460,571
\$ 101	\$ 102	\$ 103	\$ 104	\$ 105
106,050	107,111	108,182	109,263	110,356
101,000	102,010	103,030	104,060	105,101
8,585	8,671	8,758	8,845	8,934
35,350	35,704	36,061	36,421	36,785
127,260	128,533	129,818	131,116	132,427
15,150	15,302	15,455	15,609	15,765
-	-	-	-	-
298,763	301,751	304,768	307,816	310,894
\$ 692,158	\$ 699,079	\$ 706,070	\$ 713,131	\$ 720,262
\$ 4,752,589	\$ 4,855,534	\$ 4,961,172	\$ 5,069,579	\$ 5,180,834



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
10 - GENERAL FUND							
STREET							
10-1700-51000	SALARIES - OPERATIONAL	\$ 340,969	\$ 334,719	\$ 478,035	\$ 336,351	\$ 456,236	\$ 522,376
10-1700-51100	OVERTIME	12,208	16,189	13,000	11,420	14,789	13,000
10-1700-51300	EMPLOYEE INSURANCE	53,747	48,290	77,374	54,508	73,159	87,399
10-1700-51310	RETIREE INSURANCE	7,911	8,097	8,000	6,489	8,500	8,500
10-1700-51400	FICA TAX	25,689	25,680	37,564	25,983	36,033	40,956
10-1700-51500	RETIREMENT	46,560	45,808	65,406	46,478	62,950	71,848
10-1700-51600	WORKERS COMPENSATION	18,629	15,234	15,266	10,732	10,732	13,955
10-1700-51700	UNEMPLOYMENT	1,349	2,856	3,038	247	300	3,308
10-1700-51800	EMPLOYEE PHYSICALS & TESTING	676	930	550	857	1,200	800
10-1700-51900	CLOTHING ALLOWANCE	-	-	125	43	125	125
10-1700-52000	OPERATING SUPPLIES	8,813	8,587	6,284	8,655	11,500	12,000
10-1700-52010	SAFETY SUPPLIES & EQUIPMENT	-	216	2,516	1,878	2,500	2,500
10-1700-52100	COMPUTER/PRINTER SUPPLIES				26	26	50
10-1700-52300	POSTAGE & SHIPPING				21	21	50
10-1700-52300	MINOR TOOLS	-	-	-	226	226	200
10-1700-52400	FUEL & LUBRICANTS	21,507	26,596	20,000	40,345	57,902	40,000
10-1700-52500	CHEMICALS & FERTILIZERS	1,299	-	2,500	-	1,250	2,500
10-1700-52900	TRAFFIC CONTROL SIGNS	14,691	798	10,000	16,692	20,000	20,000
10-1700-53000	R & M - EQUIPMENT	-	4,235	12,000	18,006	25,000	20,000
10-1700-53100	R & M - SOFTWARE	71	350	2,400	2,000	2,400	2,400
10-1700-53200	R & M - VEHICLES	50,063	27,901	13,000	14,351	21,000	17,000
10-1700-53700	R & M - STREETS	45,143	38,444	50,000	7,398	45,000	50,000
10-1700-54300	RENTAL OF EQUIPMENT	-	415	-	-	-	-
10-1700-54400	DUES & SUBSCRIPTIONS	-	-	200	251	350	350
10-1700-54500	PROFESSIONAL SERVICES	-	1,754	-	-	-	-
10-1700-54600	ADVERTISING/PROMOTIONS	1,127	700	500	270	400	500
10-1700-54700	COMMUNICATIONS	1,144	1,748	1,500	1,644	2,200	2,200
10-1700-54900	UNIFORMS	5,717	2,869	6,375	1,851	4,500	5,700
10-1700-57000	NON CAPITAL - SMALL EQUIPMENT	3,053	518	2,000	2,989	4,000	4,000
10-1700-57200	EMPLOYEE PROGRAMS	321	223	350	446	500	500
10-1700-57700	TRAVEL & TRAINING	-	-	-	242	500	500
10-1700-58700	C/O - STREETS	-	-	-	-	-	-
10-1700-59063	TRANSFER TO SELF FUNDED	58,100	-	9,021	6,765	9,020	26,611
1700 - STREET Totals:		\$ 718,786	\$ 613,156	\$ 837,004	\$ 617,166	\$ 872,319	\$ 969,328

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 538,048	\$ 554,189	\$ 570,815	\$ 587,939	\$ 605,577
13,130	13,261	13,394	13,528	13,663
88,273	89,155	90,047	90,947	91,857
8,585	8,671	8,758	8,845	8,934
41,366	41,780	42,197	42,619	43,045
72,566	73,292	74,025	74,765	75,512
14,095	14,236	14,378	14,522	14,667
3,341	3,374	3,408	3,442	3,476
808	816	824	832	841
126	128	129	130	131
12,120	12,241	12,364	12,487	12,612
2,525	2,550	2,576	2,602	2,628
51	51	52	52	53
51	51	52	52	53
202	204	206	208	210
40,400	40,804	41,212	41,624	42,040
2,525	2,550	2,576	2,602	2,628
20,200	20,402	20,606	20,812	21,020
20,200	20,402	20,606	20,812	21,020
2,424	2,448	2,473	2,497	2,522
17,170	17,342	17,515	17,690	17,867
50,500	51,005	51,515	52,030	52,551
-	-	-	-	-
354	357	361	364	368
-	-	-	-	-
505	510	515	520	526
2,222	2,244	2,267	2,289	2,312
5,757	5,815	5,873	5,931	5,991
4,040	4,080	4,121	4,162	4,204
505	510	515	520	526
505	510	515	520	526
-	-	-	-	-
26,877	27,146	27,417	27,691	27,968
\$ 989,468	\$ 1,010,124	\$ 1,031,309	\$ 1,053,038	\$ 1,075,328



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
10 - GENERAL FUND							
CITY SHOP							
10-1710-51000	SALARIES - OPERATIONAL	\$ 52,311	\$ 54,100	\$ 55,516	\$ 42,387	\$ 56,165	\$ 57,181
10-1710-51300	EMPLOYEE INSURANCE	6,757	7,031	7,951	5,650	7,191	8,118
10-1710-51400	FICA TAX	3,980	4,051	4,247	3,213	4,297	4,374
10-1710-51500	RETIREMENT	6,894	7,065	7,395	5,693	7,544	7,674
10-1710-51600	WORKERS COMPENSATION	1,222	2,167	947	942	942	822
10-1710-51700	UNEMPLOYMENT	288	504	270	9	504	270
10-1710-51800	EMPLOYEE PHYSICALS & TESTING	-	1	-	3	5	-
10-1710-52000	OPERATING SUPPLIES	9,551	10,771	12,000	5,566	7,421	10,000
10-1710-52101	OFFICE SUPPLIES	-	-	-	259	345	350
10-1710-52200	POSTAGE & SHIPPING	-	82	-	-	-	100
10-1710-52300	MINOR TOOLS	-	-	-	14	19	50
10-1710-52400	FUEL & LUBRICANTS	2,174	1,680	2,000	1,379	1,700	2,000
10-1710-52700	JANITORIAL SUPPLIES	-	355	-	1,734	2,500	2,500
10-1710-53000	R & M - EQUIPMENT	-	3,038	-	1,338	2,251	2,500
10-1710-53100	R & M - SOFTWARE	-	2,496	2,500	3,999	4,000	4,000
10-1710-53200	R & M - VEHICLES	3,525	864	1,000	167	218	1,000
10-1710-53300	R & M - BUILDING/FACILITY	7,241	4,202	9,500	3,004	4,680	5,000
10-1710-54200	CUSTODIAL CARE	4,680	4,680	4,200	3,510	4,680	4,680
10-1710-54500	PROFESSIONAL SERVICES				200	200	200
10-1710-54700	COMMUNICATIONS	1,258	1,026	1,500	743	991	1,000
10-1710-54900	UNIFORMS	495	330	1,000	376	376	500
10-1710-57000	NON CAPITAL - SMALL EQUIPMENT	1,105	4,728	1,000	-	-	1,000
10-1710-57200	EMPLOYEE PROGRAMS	105	-	-	43	43	-
10-1710-57300	INSURANCE & BONDS	448	448	550	448	550	550
10-1710-57650	LEASE PAYMENTS - COPIER	3,572	3,039	3,500	2,466	3,288	3,500
1710 - CITY SHOP Totals:		\$ 105,608	\$ 112,659	\$ 115,076	\$ 83,143	\$ 109,910	\$ 117,369

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 58,896	\$ 60,663	\$ 62,483	\$ 64,357	\$ 66,288
8,199	8,281	8,364	8,448	8,532
4,418	4,462	4,507	4,552	4,597
7,750	7,828	7,906	7,985	8,065
830	839	847	856	864
273	275	278	281	284
-	-	-	-	-
10,100	10,201	10,303	10,406	10,510
354	357	361	364	368
101	102	103	104	105
51	51	52	52	53
2,020	2,040	2,061	2,081	2,102
2,525	2,550	2,576	2,602	2,628
2,525	2,550	2,576	2,602	2,628
4,040	4,080	4,121	4,162	4,204
1,010	1,020	1,030	1,041	1,051
5,050	5,101	5,152	5,203	5,255
4,727	4,774	4,822	4,870	4,919
202	204	206	208	210
1,010	1,020	1,030	1,041	1,051
505	510	515	520	526
1,010	1,020	1,030	1,041	1,051
-	-	-	-	-
556	561	567	572	578
3,535	3,570	3,606	3,642	3,679
\$ 119,686	\$ 122,061	\$ 124,495	\$ 126,989	\$ 129,546



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
10 - GENERAL FUND							
SANITATION							
10-1720-54033	SOLID WASTE DISPOSAL CONTRACT	\$ 856,705	\$ 900,371	\$ 921,194	\$ 710,711	\$ 947,615	\$ 976,043
10-1720-54610	ADVERTISING-PUBLIC NOTICES	-	176	-	44	88	100
10-1720-57320	MONTHLY CLEANUP EXPENSE	22,846	20,620	25,000	1,022	1,293	2,000
1720 - SANITATION Totals:		\$ 879,551	\$ 921,167	\$ 946,194	\$ 711,776	\$ 948,995	\$ 978,143

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 1,005,324	\$ 1,035,484	\$ 1,066,549	\$ 1,098,545	\$ 1,131,501
100	100	100	100	100
2,000	2,000	2,000	2,000	2,000
\$ 1,007,424	\$ 1,037,584	\$ 1,068,649	\$ 1,100,645	\$ 1,133,601



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

PARKS							
10-1800-51000	SALARIES - OPERATIONAL	\$ 240,828	\$ 272,924	\$ 335,568	\$ 244,050	\$ 334,050	\$ 402,090
10-1800-51100	OVERTIME	9,303	16,046	12,000	2,683	5,000	12,000
10-1800-51300	EMPLOYEE INSURANCE	42,597	51,025	65,345	38,694	55,886	79,098
10-1800-51310	RETIREE INSURANCE	8,158	6,694	8,100	4,440	6,500	8,100
10-1800-51400	FICA TAX	18,762	21,885	26,589	18,668	25,937	31,678
10-1800-51500	RETIREMENT	32,976	37,723	46,296	32,723	44,967	55,571
10-1800-51600	WORKERS COMPENSATION	5,658	5,861	5,105	4,711	4,711	5,139
10-1800-51700	UNEMPLOYMENT	1,010	2,372	3,038	248	245	3,308
10-1800-51800	EMPLOYEE PHYSICALS & TESTING	214	81	200	482	500	500
10-1800-51900	CLOTHING ALLOWANCE	-	-	125	43	125	125
10-1800-52000	OPERATING SUPPLIES	15,169	22,887	20,000	15,280	21,000	21,000
10-1800-52010	SAFETY SUPPLIES & EQUIPMENT	-	456	3,000	1,668	2,500	2,750
10-1800-52100	COMPUTER/PRINTER SUPPLIES	-	-	-	13	13	250
10-1800-52300	MINOR TOOLS	-	-	-	1,213	1,500	1,000
10-1800-52400	FUEL & LUBRICANTS	10,751	14,442	12,500	16,090	21,996	20,000
10-1800-52500	CHEMICALS & FERTILIZERS	5,975	24,549	25,000	25,824	26,000	28,000
10-1800-52700	JANITORIAL SUPPLIES	-	741	-	4,572	5,700	6,000
10-1800-53000	R & M - EQUIPMENT	-	1,454	5,000	7,468	9,000	9,000
10-1800-53100	R & M - SOFTWARE	637	637	2,650	2,637	2,637	2,650
10-1800-53200	R & M - VEHICLES	7,673	14,995	7,000	7,356	10,000	10,000
10-1800-53300	R & M - BUILDING/FACILITY	34,867	25,442	33,000	20,018	27,500	27,500
10-1800-53400	R & M - GROUNDS	-	-	-	148	150	500
10-1800-53402	R & M - CEMETERY	-	42,523	45,100	26,986	35,500	43,000
10-1800-53502	R & M - COMMUNITY CTR	5,338	2,647	7,500	4,075	5,500	7,000
10-1800-53900	R & M - PLANTS/SEED/SOD	-	162	2,000	748	1,000	2,000
10-1800-54205	CONTRACT LABOR	39,252	-	-	-	-	-
10-1800-54300	RENTAL OF EQUIPMENT	-	-	-	404	500	-
10-1800-54400	DUES & SUBSCRIPTIONS	-	-	1,000	598	900	1,000
10-1800-54600	ADVERTISING/PROMOTIONS	512	414	450	-	450	450
10-1800-54700	COMMUNICATIONS	1,676	1,566	1,750	1,123	1,500	1,500
10-1800-54800	UTILITIES	78,772	77,482	80,000	52,468	70,000	79,000
10-1800-54900	UNIFORMS	5,618	3,485	6,375	3,962	5,500	6,700
10-1800-57000	NON CAPITAL - SMALL EQUIPMENT	2,531	10,438	5,000	2,442	4,500	5,000
10-1800-57200	EMPLOYEE PROGRAMS	93	258	500	190	400	500
10-1800-57300	INSURANCE & BONDS	-	-	-	972	1,000	-
10-1800-57700	TRAVEL & TRAINING	475	274	500	242	500	500
10-1800-57800	SPECIAL EVENTS & FESTIVALS	-	-	1,000	2,079	2,500	2,500
10-1800-59063	TRANSFER TO SELF FUNDED	42,449	15,790	26,535	19,901	26,535	28,069

1800 - PARKS Totals:	\$ 611,296	\$ 675,255	\$ 788,226	\$ 565,219	\$ 762,202	\$ 903,477
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5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 414,152	\$ 426,577	\$ 439,374	\$ 452,555	\$ 466,132
12,120	12,241	12,364	12,487	12,612
79,889	80,688	81,495	82,310	83,133
8,181	8,263	8,345	8,429	8,513
31,995	32,315	32,638	32,964	33,294
56,127	56,688	57,255	57,827	58,405
5,190	5,242	5,294	5,347	5,401
3,341	3,374	3,408	3,442	3,476
505	510	515	520	526
126	128	129	130	131
21,210	21,422	21,636	21,853	22,071
2,778	2,805	2,833	2,862	2,890
253	255	258	260	263
1,010	1,020	1,030	1,041	1,051
20,200	20,402	20,606	20,812	21,020
28,280	28,563	28,848	29,137	29,428
6,060	6,121	6,182	6,244	6,306
9,090	9,181	9,273	9,365	9,459
2,677	2,703	2,730	2,758	2,785
10,100	10,201	10,303	10,406	10,510
27,775	28,053	28,333	28,617	28,903
505	510	515	520	526
43,430	43,864	44,303	44,746	45,193
7,070	7,141	7,212	7,284	7,357
2,020	2,040	2,061	2,081	2,102
-	-	-	-	-
-	-	-	-	-
1,010	1,020	1,030	1,041	1,051
455	459	464	468	473
1,515	1,530	1,545	1,561	1,577
79,790	80,588	81,394	82,208	83,030
6,767	6,835	6,903	6,972	7,042
5,050	5,101	5,152	5,203	5,255
505	510	515	520	526
-	-	-	-	-
505	510	515	520	526
2,525	2,550	2,576	2,602	2,628
28,350	28,634	28,920	29,209	29,501

\$ 920,554	\$ 938,042	\$ 955,954	\$ 974,301	\$ 993,096
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2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
10 - GENERAL FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
GALLOWAY HAMMOND REC CTR							
10-1813-53300	R & M - BUILDING/FACILITY	\$ 2,885	\$ 281	\$ 5,000	\$ 1,885	\$ 5,000	\$ 5,000
10-1813-54034	YMCA OPERATING SUBSIDY	100,000	100,000	100,000	75,001	100,000	100,000
1813 - GALLOWAY HAMMOND REC CTR Totals:		\$ 102,885	\$ 100,281	\$ 105,000	\$ 76,886	\$ 105,000	\$ 105,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
100,000	100,000	100,000	100,000	100,000
\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
10 - GENERAL FUND							
DEVELOPMENT SERVICES							
10-1900-51000	SALARIES - OPERATIONAL	\$ 237,007	\$ 155,314	\$ 210,008	\$ 132,658	\$ 159,116	\$ 155,787
10-1900-51300	EMPLOYEE INSURANCE	18,652	14,070	24,782	15,775	21,145	17,946
10-1900-51310	RETIREE INSURANCE	7,810	13,479	12,000	6,766	9,520	12,000
10-1900-51400	FICA TAX	17,949	11,647	16,066	10,286	12,172	11,918
10-1900-51500	RETIREMENT	28,998	20,465	27,973	18,292	21,940	20,907
10-1900-51600	WORKERS COMPENSATION	1,058	39	745	-	-	544
10-1900-51700	UNEMPLOYMENT	654	1,008	1,080	255	257	810
10-1900-51800	EMPLOYEE PHYSICALS & TESTING	80	261	-	282	300	300
10-1900-51900	CLOTHING ALLOWANCE	-	290	1,750	615	1,000	1,000
10-1900-52000	OPERATING SUPPLIES	219	935	820	506	760	1,000
10-1900-52010	SAFETY SUPPLIES & EQUIPMENT	-	-	-	64	65	100
10-1900-52100	COMPUTER/PRINTER SUPPLIES	-	179	100	506	750	750
10-1900-52101	OFFICE SUPPLIES	707	576	900	207	600	900
10-1900-52200	POSTAGE & SHIPPING	-	-	-	1,179	1,300	1,500
10-1900-52400	FUEL & LUBRICANTS	760	740	1,000	928	1,000	1,400
10-1900-53000	R & M - EQUIPMENT	-	-	-	30	30	50
10-1900-53100	R & M - SOFTWARE	2,928	6,767	3,000	5,311	10,000	6,711
10-1900-53200	R & M - VEHICLES	378	753	1,250	838	1,250	1,500
10-1900-54400	DUES & SUBSCRIPTIONS	-	361	420	544	550	550
10-1900-54500	PROFESSIONAL SERVICES	61,129	109,532	117,500	132,582	155,000	75,000
10-1900-54504	ENGINEERING SERVICES	895	8,318	10,500	18,129	22,000	10,500
10-1900-54600	ADVERTISING/PROMOTIONS	3,414	80	1,000	1,049	1,500	1,000
10-1900-54610	ADVERTISING-PUBLIC NOTICES	-	9,647	7,000	7,656	10,250	10,500
10-1900-54700	COMMUNICATIONS	2,439	1,482	1,500	935	1,300	1,500
10-1900-54900	UNIFORMS	1,596	1,065	250	192	192	-
10-1900-57000	NON CAPITAL - SMALL EQUIPMENT	2,628	2,979	160	15,080	16,600	2,000
10-1900-57200	EMPLOYEE PROGRAMS	356	20	200	177	200	200
10-1900-57400	SERVICE CHARGE - CREDIT CARDS	5,356	11,000	9,000	10,498	15,000	18,000
10-1900-57560	ABATEMENTS	1,039	11,877	-	-	-	-
10-1900-57700	TRAVEL & TRAINING	3,978	5,727	10,800	3,139	7,000	10,800
10-1900-58000	C/O - EQUIPMENT	-	-	-	11,765	11,765	-
10-1900-59063	TRANSFER TO SELF FUNDED	-	-	-	-	-	-
1900 - DEVELOPMENT SERVICES Totals:		\$ 400,029	\$ 388,611	\$ 459,804	\$ 396,245	\$ 482,562	\$ 365,173

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 160,460	\$ 165,274	\$ 170,232	\$ 175,339	\$ 180,600
18,126	18,307	18,490	18,675	18,862
12,120	12,241	12,364	12,487	12,612
12,037	12,157	12,279	12,402	12,526
21,116	21,327	21,540	21,755	21,973
550	555	561	567	572
818	826	835	843	851
303	306	309	312	315
1,010	1,020	1,030	1,041	1,051
1,010	1,020	1,030	1,041	1,051
101	102	103	104	105
758	765	773	780	788
909	918	927	937	946
1,515	1,530	1,545	1,561	1,577
1,414	1,428	1,442	1,457	1,471
51	51	52	52	53
6,778	6,846	6,914	6,983	7,053
1,515	1,530	1,545	1,561	1,577
556	561	567	572	578
75,750	76,508	77,273	78,045	78,826
10,605	10,711	10,818	10,926	11,036
1,010	1,020	1,030	1,041	1,051
10,605	10,711	10,818	10,926	11,036
1,515	1,530	1,545	1,561	1,577
-	-	-	-	-
2,020	2,040	2,061	2,081	2,102
202	204	206	208	210
18,180	18,362	18,545	18,731	18,918
-	-	-	-	-
10,908	11,017	11,127	11,239	11,351
-	-	-	-	-
-	-	-	-	-
\$ 371,940	\$ 378,869	\$ 385,963	\$ 393,227	\$ 400,666



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
10 - GENERAL FUND							
ENGINEERING							
10-1920-51000	SALARIES - OPERATIONAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,469
10-1920-51300	EMPLOYEE INSURANCE	-	-	-	-	-	16,514
10-1920-51310	RETIREE INSURANCE	-	-	-	-	-	-
10-1920-51400	FICA TAX	-	-	-	-	-	16,101
10-1920-51500	RETIREMENT	-	-	-	-	-	28,245
10-1920-51600	WORKERS COMPENSATION	-	-	-	-	-	418
10-1920-51700	UNEMPLOYMENT	-	-	-	-	-	540
10-1920-51800	EMPLOYEE PHYSICALS & TESTING	-	-	-	-	-	-
10-1920-51920	CLOTHING ALLOWANCE	-	-	-	-	-	1,000
10-1920-52000	OPERATING SUPPLIES	-	-	-	-	-	900
10-1920-52010	SAFETY SUPPLIES & EQUIPMENT	-	-	-	-	-	250
10-1920-52100	COMPUTER/PRINTER SUPPLIES	-	-	-	-	-	600
10-1920-52101	OFFICE SUPPLIES	-	-	-	-	-	750
10-1920-52200	POSTAGE & SHIPPING	-	-	-	-	-	100
10-1920-52400	FUEL & LUBRICANTS	-	-	-	-	-	3,600
10-1920-53100	R & M - SOFTWARE	-	-	-	-	-	5,000
10-1920-53200	R & M - VEHICLES	-	-	-	-	-	1,250
10-1920-54400	DUES & SUBSCRIPTIONS	-	-	-	-	-	500
10-1920-54500	PROFESSIONAL SERVICES	-	-	-	-	-	5,500
10-1920-54504	ENGINEERING SERVICES	-	-	-	-	-	2,500
10-1920-54600	ADVERTISING/PROMOTIONS	-	-	-	-	-	1,200
10-1920-54610	ADVERTISING-PUBLIC NOTICES	-	-	-	-	-	100
10-1920-54700	COMMUNICATIONS	-	-	-	-	-	1,500
10-1920-54900	UNIFORMS	-	-	-	-	-	50
10-1920-57000	NON CAPITAL - SMALL EQUIPMENT	-	-	-	-	-	-
10-1920-57200	EMPLOYEE PROGRAMS	-	-	-	-	-	-
10-1920-57400	SERVICE CHARGE - CREDIT CARDS	-	-	-	-	-	-
10-1920-57560	ABATEMENTS	-	-	-	-	-	-
10-1920-57700	TRAVEL & TRAINING	-	-	-	-	-	3,000
10-1920-58000	C/O - EQUIPMENT	-	-	-	-	-	-
10-1900-59063	TRANSFER TO SELF FUNDED	-	-	-	-	-	10,148
ENGINEERING SERVICES Totals:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,235

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 216,783	\$ 223,287	\$ 229,985	\$ 236,885	\$ 243,991
16,679	16,846	17,014	17,184	17,356
-	-	-	-	-
16,262	16,425	16,589	16,755	16,922
28,527	28,813	29,101	29,392	29,686
423	427	431	435	440
545	551	556	562	568
-	-	-	-	-
1,010	1,020	1,030	1,041	1,051
909	918	927	937	946
253	255	258	260	263
606	612	618	624	631
758	765	773	780	788
101	102	103	104	105
3,636	3,672	3,709	3,746	3,784
5,050	5,101	5,152	5,203	5,255
1,263	1,275	1,288	1,301	1,314
505	510	515	520	526
5,555	5,611	5,667	5,723	5,781
2,525	2,550	2,576	2,602	2,628
1,212	1,224	1,236	1,249	1,261
101	102	103	104	105
1,515	1,530	1,545	1,561	1,577
51	51	52	52	53
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
3,030	3,060	3,091	3,122	3,153
-	-	-	-	-
10,250	10,352	10,456	10,560	10,666
\$ 317,547	\$ 325,058	\$ 332,775	\$ 340,702	\$ 348,847

Allocation:		
Electric	10.00%	31,024
Water	20.00%	62,047
Wastewater	20.00%	62,047
Parks	12.50%	38,779
Streets	12.50%	38,779
Dev Svc	25.00%	77,559
	100.00%	310,235



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
41 - ELECTRIC FUND REVENUES							
41-4100-4350	CREDIT CARD CONVENIENCE FEES COL	\$ -	\$ -	\$ 45,144	\$ 27,496	\$ 41,244	\$ 52,141
41-4100-4500	RESIDENTIAL BILLING	3,172,546	3,327,686	3,340,000	2,535,868	3,552,938	3,351,057
41-4100-4502	COMMERCIAL BILLING	5,191,428	5,310,103	5,300,000	3,984,398	5,515,932	5,339,154
41-4100-4505	ELECTRIC CONNECT	31,868	23,314	3,000	29,590	30,000	30,000
41-4100-4507	POLE RENTAL	81,606	48,341	47,000	48,397	48,397	48,400
41-4100-4545	PENALTIES	58,187	71,079	85,000	69,460	90,689	86,902
41-4100-4605	INTEREST INCOME	16,750	1,515	5,000	791	1,200	2,500
41-4100-4849	TRANSFER FROM HOT				-	25,000	-
41-4100-4860	INTERDEPARTMENTAL	294,205	310,591	360,000	253,374	331,637	312,144
41-4100-4904	INSURANCE CLAIM PAYMENT	6,658	-	-	1,452	1,452	-
41-4100-4955	USE OF FUND BALANCE	225,011	52,712	230,000	141,070	230,000	-
41-4100-4999	MISCELLANEOUS REVENUE	620,547	15,216	15,000	12,689	15,000	15,000
41 - ELECTRIC FUND Totals:		\$ 9,698,806	\$ 9,160,556	\$ 9,430,144	\$ 7,104,586	\$ 9,883,489	\$ 9,237,298

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 52,663	\$ 53,189	\$ 53,721	\$ 54,258	\$ 54,801
3,384,568	3,418,413	3,452,597	3,487,123	3,521,995
5,392,546	5,446,471	5,500,936	5,555,945	5,611,505
30,300	30,603	30,909	31,218	31,530
48,884	49,373	49,867	50,365	50,869
87,771	88,649	89,535	90,431	91,335
2,525	2,550	2,576	2,602	2,628
-	-	-	-	-
315,265	318,418	321,602	324,818	328,066
-	-	-	-	-
-	-	-	-	-
15,150	15,302	15,455	15,609	15,765
\$ 9,329,671	\$ 9,422,968	\$ 9,517,198	\$ 9,612,370	\$ 9,708,493



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

41 - ELECTRIC FUND

ELECTRIC FUND

41-4100-51000	SALARIES - OPERATIONAL	\$ 622,365	\$ 667,345	\$ 718,070	\$ 472,695	\$ 632,163	\$ 705,333
41-4100-51100	OVERTIME	18,600	33,525	20,000	15,369	20,000	20,000
41-4100-51300	EMPLOYEE INSURANCE	72,761	75,071	83,688	61,084	81,446	93,892
41-4100-51310	RETIREE INSURANCE	10,183	11,694	9,451	7,166	9,500	9,451
41-4100-51400	FICA TAX	45,472	50,072	56,462	36,277	49,890	55,488
41-4100-51500	RETIREMENT	84,591	91,603	98,282	66,409	85,438	97,291
41-4100-51600	WORKERS COMPENSATION	9,313	11,519	10,836	10,773	10,773	8,906
41-4100-51700	UNEMPLOYMENT	1,589	2,772	3,038	85	4,772	3,443
41-4100-51800	EMPLOYEE PHYSICALS & TESTING	716	170	1,000	860	1,000	1,000
41-4100-51900	CLOTHING ALLOWANCE	-	150	1,375	507	1,025	1,025
41-4100-52000	OPERATING SUPPLIES	14,575	19,520	20,000	9,878	18,400	25,000
41-4100-52010	SAFETY SUPPLIES & EQUIPMENT	-	2,742	3,000	1,604	4,500	10,000
41-4100-52100	COMPUTER/PRINTER SUPPLIES	-	25	3,000	296	1,000	2,000
41-4100-52101	OFFICE SUPPLIES	10,899	12,290	9,000	3,711	5,000	5,000
41-4100-52200	POSTAGE & SHIPPING	723	1,998	1,000	10,750	14,000	15,000
41-4100-52400	FUEL & LUBRICANTS	12,948	14,655	15,000	16,934	22,500	23,000
41-4100-52700	JANITORIAL SUPPLIES	-	-	-	10	100	100
41-4100-53000	R & M - EQUIPMENT	-	1,077	2,500	1,360	3,500	4,000
41-4100-53100	R & M - SOFTWARE	44,514	43,754	45,000	49,056	50,000	50,000
41-4100-53200	R & M - VEHICLES	18,304	7,760	12,500	18,794	22,000	22,000
41-4100-53500	R & M - CUSTOMER INSTALLATION	-	3,000	10,000	-	3,000	5,000
41-4100-53600	R & M - METERS	3,770	-	7,000	1,240	7,000	10,000
41-4100-53601	R & M - SYSTEMS DEFICIENCY CORREC	58,663	147,974	91,085	63,935	96,000	120,000
41-4100-54100	COLLECTION AGENCY FEES	-	-	500	3,568	3,100	1,000
41-4100-54400	DUES & SUBSCRIPTIONS	-	-	6,000	4,632	4,632	5,000
41-4100-54500	PROFESSIONAL SERVICES	4,079	6,494	10,000	15,043	18,000	11,000
41-4100-54600	ADVERTISING/PROMOTIONS	132	-	500	100	250	250
41-4100-54610	PUBLIC NOTICE ADVERTISEMENTS	-	-	-	96	250	250
41-4100-54700	COMMUNICATIONS	9,837	10,389	10,000	7,509	10,200	11,500
41-4100-54800	UTILITIES	13,161	13,227	15,500	10,379	14,000	15,500
41-4100-54900	UNIFORMS	6,374	8,114	5,625	5,027	6,800	7,000
41-4100-54910	POLE RENTAL CONTRACT-PEC	6,501	8,690	8,700	6,540	6,540	8,700
41-4100-54911	UTILITY CREDIT - LIBRARY	3,600	3,600	3,600	3,600	3,600	3,600
41-4100-54912	CONTRIBUTION - LIBRARY	8,400	8,400	8,400	6,300	8,400	8,400
41-4100-54913	CONTRIBUTIONS - MISCELLANEOUS	9,350	5,332	7,500	15,439	12,500	12,500
41-4100-54915	UTILITY CREDIT - FT CROGHAN	4,082	4,500	4,500	3,046	4,500	4,500
41-4100-54916	CONTRIBUTION - CARTS PROGRAM	8,000	8,000	8,000	8,000	8,000	8,000
41-4100-54917	CONTRIBUTION - OWBC SENIOR NUTR	10,000	10,000	15,000	15,000	15,000	15,000
41-4100-54918	UTILITY CREDIT - CHILDREN'S ADVOCA	6,104	5,500	8,200	6,088	8,200	8,200
41-4100-54919	CONTRIBUTION - CHILDREN'S ADVOCA	5,500	5,500	6,500	6,500	6,500	6,500
41-4100-54920	UTILITY CREDIT - BOYS & GIRLS CLUB	8,500	8,500	8,500	6,782	8,500	8,500
41-4100-54921	UTILITY CREDIT - HILL COUNTRY COMN	4,000	3,683	4,000	2,553	4,000	4,000
41-4100-54922	UTILITY CREDIT - LA CARE	4,087	3,947	5,000	3,036	5,000	5,000
41-4100-54925	CONTRIBUTION - HILL COUNTRY 100 C	-	5,000	2,500	-	2,500	2,500

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 726,493	\$ 748,288	\$ 770,737	\$ 793,859	\$ 817,675
20,200	20,402	20,606	20,812	21,020
94,831	95,779	96,737	97,704	98,681
9,546	9,641	9,737	9,835	9,933
56,043	56,603	57,169	57,741	58,318
98,264	99,247	100,239	101,242	102,254
8,995	9,085	9,176	9,267	9,360
3,477	3,512	3,547	3,582	3,618
1,010	1,020	1,030	1,041	1,051
1,035	1,046	1,056	1,067	1,077
25,250	25,503	25,758	26,015	26,275
10,100	10,201	10,303	10,406	10,510
2,020	2,040	2,061	2,081	2,102
5,050	5,101	5,152	5,203	5,255
15,150	15,302	15,455	15,609	15,765
23,230	23,462	23,697	23,934	24,173
101	102	103	104	105
4,040	4,080	4,121	4,162	4,204
50,500	51,005	51,515	52,030	52,551
22,220	22,442	22,667	22,893	23,122
5,050	5,101	5,152	5,203	5,255
10,100	10,201	10,303	10,406	10,510
121,200	122,412	123,636	124,872	126,121
1,010	1,020	1,030	1,041	1,051
5,050	5,101	5,152	5,203	5,255
11,110	11,221	11,333	11,447	11,561
253	255	258	260	263
253	255	258	260	263
11,615	11,731	11,848	11,967	12,087
15,655	15,812	15,970	16,129	16,291
7,070	7,141	7,212	7,284	7,357
8,787	8,875	8,964	9,053	9,144
3,636	3,672	3,709	3,746	3,784
8,484	8,569	8,655	8,741	8,828
12,625	12,751	12,879	13,008	13,138
4,545	4,590	4,636	4,683	4,730
8,080	8,161	8,242	8,325	8,408
15,150	15,302	15,455	15,609	15,765
8,282	8,365	8,448	8,533	8,618
6,565	6,631	6,697	6,764	6,832
8,585	8,671	8,758	8,845	8,934
4,040	4,080	4,121	4,162	4,204
5,050	5,101	5,152	5,203	5,255
2,525	2,550	2,576	2,602	2,628



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
41 - ELECTRIC FUND							
ELECTRIC FUND							
41-4100-55100	COST OF POWER	4,883,875	5,129,241	5,166,000	3,937,739	5,491,452	5,168,189
41-4100-57000	NON CAPITAL - SMALL EQUIPMENT	1,977	8,661	5,000	13,258	15,000	15,000
41-4100-57200	EMPLOYEE PROGRAMS	380	262	1,000	520	1,000	1,000
41-4100-57300	INSURANCE & BONDS	50	1,049	1,050	-	1,050	1,050
41-4100-57400	SERVICE CHARGE - CREDIT CARDS	60,938	46,944	65,664	34,532	46,050	52,000
41-4100-57700	TRAVEL & TRAINING	11,609	11,416	15,000	11,583	19,200	20,000
41-4100-58000	C/O - EQUIPMENT	7,568	11,374	-	-	-	-
41-4100-58010	C/O - XMAS DECORATION	7,700	244	15,915	25,605	41,000	10,000
41-4100-58600	C/O - DISTRIBUTION	30,025	27,254	25,000	12,696	15,000	25,000
41-4100-59048	TRANSFER TO ELECTRIC CAP PROJ	225,011	20,000	230,000	141,070	230,000	-
41-4100-59060	TRANSFER TO DEBT SERVICE	49,041	51,740	49,350	37,013	49,350	53,000
41-4100-59063	TRANSFER TO SELF FUNDED	31,697	32,999	19,780	14,835	19,780	25,418
	ENGINEERING ALLOCATION				-		31,024
41-4100-59100	SHOP ALLOCATION	26,402	28,165	28,769	20,296	27,061	29,342
41-4100-59115	RETURN ON INVESTMENT	1,549,591	1,661,371	1,639,441	1,233,432	1,639,441	1,672,156
41-4100-59200	ADMINISTRATION ALLOCATION	359,599	385,267	409,541	286,746	409,541	426,310
4100 - ELECTRIC Totals:		\$ 8,387,155	\$ 8,733,578	\$ 9,031,322	\$ 6,747,353	\$ 9,298,404	\$ 8,963,317
Net Profit		\$ 1,311,652	\$ 426,977	\$ 398,822	\$ 357,232	\$ 585,084	\$ 273,981

Electric Sales	8,658,180	8,948,380	9,000,000	6,773,640	9,400,507	9,002,355
Cost of Power	4,883,875	5,129,241	5,166,000	3,937,739	5,491,452	5,168,189
%	56%	57%	57%	58%	58%	57%
Net	3,774,305	3,819,139	3,834,000	2,835,901	3,909,055	3,834,166
Net % of Sales	44%	43%	43%	42%	42%	43%

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
5,219,871	5,272,070	5,324,790	5,378,038	5,431,819
15,150	15,302	15,455	15,609	15,765
1,010	1,020	1,030	1,041	1,051
1,061	1,071	1,082	1,093	1,104
52,520	53,045	53,576	54,111	54,653
20,200	20,402	20,606	20,812	21,020
-	-	-	-	-
10,100	10,201	10,303	10,406	10,510
25,250	25,503	25,758	26,015	26,275
-	-	-	-	-
53,530	54,065	54,606	55,152	55,704
25,672	25,928	26,188	26,450	26,714
31,334	31,647	31,964	32,283	32,606
29,636	29,932	30,231	30,534	30,839
1,688,878	1,705,767	1,722,824	1,740,053	1,757,453
430,573	434,878	439,227	443,619	448,056
\$ 9,067,057	\$ 9,172,257	\$ 9,278,946	\$ 9,387,150	\$ 9,496,898
\$ 262,615	\$ 250,711	\$ 238,252	\$ 225,220	\$ 211,595

9,092,379	9,183,302	9,275,135	9,367,887	9,461,566
5,219,871	5,272,070	5,324,790	5,378,038	5,431,819
57%	57%	57%	57%	57%
3,872,508	3,911,233	3,950,345	3,989,849	4,029,747
43%	43%	43%	43%	43%



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
42 - WATER & WASTEWATER FUND							
Revenue							
42-4200-4350	CREDIT CARD CONVENIENCE FEES COL	\$ -	\$ -	\$ 19,920	\$ 14,211	\$ 21,316	\$ 25,042
42-4200-4520	PENALTIES-WATER BILLINGS	18,015	20,729	23,000	18,330	23,453	23,000
42-4200-4525	IRRIGATION REVENUE	-	18,768	2,500	-	10,000	10,000
42-4200-4526	WATER RESIDENTIAL BILLING	1,484,158	1,537,485	1,500,000	1,202,037	1,692,769	1,571,471
42-4200-4528	WATER CONNECTIONS	28,950	26,459	20,000	31,177	32,000	31,000
42-4200-4529	WATER COMMERCIAL BILLING	943,750	889,007	900,000	642,581	899,740	910,832
42-4200-4535	SEWER RESIDENTIAL BILLING	1,836,241	1,893,513	1,920,000	1,433,066	1,916,065	1,932,000
42-4200-4605	INTEREST EARNED-WATER	14,942	1,018	3,000	404	1,000	3,000
42-4200-4904	INSURANCE CLAIM PAYMENT	5,688	1,106	-	-	-	-
42-4200-4905	OTHER REVENUE-WATER	4,773	12,213	4,000	20,895	25,000	15,000
42-4200-4955	USE OF FUND BALANCE	218,807	170,022	1,135,000	663,853	1,135,000	1,135,000
42-4200-4970	USE OF IMPACT FEES	-	160,000	75,000	-	75,000	75,000
42-4210-4530	SEWER CONNECTIONS	10,923	3,100	10,000	5,500	6,000	6,000
42-4210-4532	PENALTIES-SEWER BILLINGS	14,654	18,460	23,000	16,147	21,500	22,072
42-4210-4910	OTHER REVENUE-SEWER	509	795	-	-	-	-
42 - WATER & WASTEWATER FUND Totals:		\$ 4,581,410	\$ 4,752,674	\$ 5,635,420	\$ 4,048,200	\$ 5,858,843	\$ 5,759,417

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 25,293	\$ 25,546	\$ 25,801	\$ 26,059	\$ 26,320
23,230	23,462	23,697	23,934	24,173
10,100	10,201	10,303	10,406	10,510
1,587,186	1,603,058	1,619,088	1,635,279	1,651,632
31,310	31,623	31,939	32,259	32,581
919,940	929,140	938,431	947,815	957,294
1,951,320	1,970,833	1,990,542	2,010,447	2,030,551
3,030	3,060	3,091	3,122	3,153
-	-	-	-	-
15,150	15,302	15,455	15,609	15,765
1,146,350	1,157,814	1,169,392	1,181,086	1,192,896
75,750	76,508	77,273	78,045	78,826
6,060	6,121	6,182	6,244	6,306
22,292	22,515	22,740	22,968	23,197
-	-	-	-	-
\$ 5,817,011	\$ 5,875,181	\$ 5,933,933	\$ 5,993,272	\$ 6,053,205



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
42 - WATER & WASTEWATER FUND							
WATER							

42-4200-51000	SALARIES - OPERATIONAL	\$ 341,445	\$ 336,953	\$ 431,911	\$ 288,234	\$ 389,712	\$ 511,053
42-4200-51100	OVERTIME	13,505	21,251	20,000	18,729	25,000	20,000
42-4200-51300	EMPLOYEE INSURANCE	48,560	45,881	71,391	38,104	51,000	75,693
42-4200-51310	RETIREE INSURANCE	9,167	5,603	9,000	1,436	1,915	9,000
42-4200-51400	FICA TAX	26,147	26,212	34,571	22,449	31,725	40,626
42-4200-51500	RETIREMENT	46,817	46,816	60,195	40,574	55,654	71,267
42-4200-51600	WORKERS COMPENSATION	8,393	5,636	7,309	6,769	13,538	7,581
42-4200-51700	UNEMPLOYMENT	999	2,065	2,531	322	3,654	2,599
42-4200-51800	EMPLOYEE PHYSICALS & TESTING	449	234	500	2,646	1,393	500
42-4200-51900	CLOTHING ALLOWANCE	-	75	510	180	98	510
42-4200-52000	OPERATING SUPPLIES	16,663	20,173	19,900	17,856	23,000	20,000
42-4200-52010	SAFETY SUPPLIES & EQUIPMENT	-	216	2,000	1,611	3,000	2,500
42-4200-52100	COMPUTER/PRINTER SUPPLIES	-	-	-	33	25	250
42-4200-52101	OFFICE SUPPLIES	4,015	3,381	4,000	1,481	2,000	2,000
42-4200-52200	POSTAGE & SHIPPING	1,440	1,236	3,000	6,081	8,100	8,100
42-4200-52300	MINOR TOOLS	-	516	-	580	1,000	1,000
42-4200-52400	FUEL & LUBRICANTS	10,648	14,150	15,000	19,221	26,000	30,000
42-4200-52500	CHEMICALS & FERTILIZERS	54,611	68,363	77,000	55,351	85,000	77,000
42-4200-52700	JANITORIAL SUPPLIES	-	-	100	28	30	100
42-4200-53000	R & M - EQUIPMENT	-	1,049	10,000	9,708	15,000	15,000
42-4200-53100	R & M - SOFTWARE	17,063	16,704	19,250	18,265	18,500	19,000
42-4200-53200	R & M - VEHICLES	27,521	24,911	17,500	3,532	5,000	17,500
42-4200-53300	R & M - BUILDING/FACILITY	107	269	100	217	217	250
42-4200-53600	R & M - METERS	17,957	45,255	20,000	8,534	19,000	20,000
42-4200-53607	R & M - WATER PLANT	65,343	56,252	58,900	52,706	70,000	60,000
42-4200-53608	R & M - WELLS & PUMPS	3,551	7,638	7,500	2,798	4,000	7,500
42-4200-53609	R & M - STORAGE TANKS	57	-	3,000	-	1,500	3,000
42-4200-53610	R & M - DISTRIBUTION SYSTEM	83,359	86,504	75,000	46,361	71,000	75,000
42-4200-53611	R & M - FIRE HYDRANTS	4,235	924	15,000	5,224	7,000	15,000
42-4200-54100	COLLECTION AGENCY FEES	-	-	500	960	-	500
42-4200-54300	RENTAL OF EQUIPMENT	-	570	-	-	-	-
42-4200-54400	DUES & SUBSCRIPTIONS	-	-	200	102	200	250
42-4200-54500	PROFESSIONAL SERVICES	13,083	23,552	25,000	10,565	15,000	15,000
42-4200-54504	ENGINEERING SERVICES	-	1,114	-	-	-	-
42-4200-54600	ADVERTISING/PROMOTIONS	620	732	800	99	600	800
42-4200-54602	ADVERTISEMENT-PUBLIC NOTICES	-	220	-	-	-	-
42-4200-54700	COMMUNICATIONS	5,775	7,319	6,500	5,320	7,500	7,500
42-4200-54800	UTILITIES	100,663	104,295	103,000	82,054	109,000	103,000
42-4200-54900	UNIFORMS	4,636	3,052	3,990	2,696	3,600	4,500
42-4200-55200	COST OF WATER	65,763	75,756	70,000	45,228	64,000	70,000
42-4200-57000	NON CAPITAL - SMALL EQUIPMENT	5,421	6,630	6,000	10,330	14,000	6,000
42-4200-57200	EMPLOYEE PROGRAMS	174	435	1,000	304	750	1,000
42-4200-57300	INSURANCE & BONDS	500	1,000	-	3,000	4,000	-
42-4200-57400	SERVICE CHARGE - CREDIT CARDS	16,440	14,147	14,487	9,297	12,789	12,521

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 526,385	\$ 542,176	\$ 558,442	\$ 575,195	\$ 592,451
20,200	20,402	20,606	20,812	21,020
76,450	77,215	77,987	78,767	79,555
9,090	9,181	9,273	9,365	9,459
41,032	41,442	41,857	42,275	42,698
71,980	72,700	73,427	74,161	74,903
7,657	7,734	7,811	7,889	7,968
2,625	2,651	2,677	2,704	2,731
505	510	515	520	526
515	520	525	531	536
20,200	20,402	20,606	20,812	21,020
2,525	2,550	2,576	2,602	2,628
253	255	258	260	263
2,020	2,040	2,061	2,081	2,102
8,181	8,263	8,345	8,429	8,513
1,010	1,020	1,030	1,041	1,051
30,300	30,603	30,909	31,218	31,530
77,770	78,548	79,333	80,127	80,928
101	102	103	104	105
15,150	15,302	15,455	15,609	15,765
19,190	19,382	19,576	19,771	19,969
17,675	17,852	18,030	18,211	18,393
253	255	258	260	263
20,200	20,402	20,606	20,812	21,020
60,600	61,206	61,818	62,436	63,061
7,575	7,651	7,727	7,805	7,883
3,030	3,060	3,091	3,122	3,153
75,750	76,508	77,273	78,045	78,826
15,150	15,302	15,455	15,609	15,765
505	510	515	520	526
-	-	-	-	-
253	255	258	260	263
15,150	15,302	15,455	15,609	15,765
-	-	-	-	-
808	816	824	832	841
-	-	-	-	-
7,575	7,651	7,727	7,805	7,883
104,030	105,070	106,121	107,182	108,254
4,545	4,590	4,636	4,683	4,730
70,700	71,407	72,121	72,842	73,571
6,060	6,121	6,182	6,244	6,306
1,010	1,020	1,030	1,041	1,051
-	-	-	-	-
12,646	12,773	12,901	13,030	13,160



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
42 - WATER & WASTEWATER FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
42-4200-57700	TRAVEL & TRAINING	3,628	3,538	6,000	7,122	8,000	8,000
42-4200-57820	STATE INSPECTION FEES	5,726	5,726	6,000	5,740	6,000	6,000
42-4200-57830	IMPACT & IMPACT FEE WAIVERS	7,592	-	-	-	-	-
42-4200-57900	LABORATORY FEES	9,637	9,093	12,000	11,864	15,000	15,000
42-4200-58000	C/O - EQUIPMENT	2,959	11,374	-	-	-	-
42-4200-58400	C/O - BUILDING & FACILITY	-	-	6,000	5,414	6,000	6,000
42-4200-59045	TRANSFER TO WWW CAP PROJ FUND	218,807	127,366	1,135,000	663,853	1,135,000	1,135,000
42-4200-59060	TRANSFER TO DEBT SERVICE	82,352	87,091	73,115	110,542	73,115	57,002
42-4200-59063	TRANSFER TO SELF FUNDED	46,233	34,252	36,846	27,635	36,846	34,777
42-4200-59100	SHOP ALLOCATION	13,201	14,082	14,384	10,148	14,000	14,671
42-4200-59112	IN LIEU OF FRANCHISE	124,640	125,312	123,546	96,479	135,264	129,467
42-4200-59116	IN LIEU OF PROPERTY TAX	74,784	75,187	74,128	57,888	81,158	77,680
	ENGINEERING ALLOCATION				-	-	62,047
42-4200-59200	ADMINISTRATION ALLOCATION	121,951	132,286	154,058	97,980	130,640	165,883
42-4200-59601	LEAK ADJUSTMENTS	-	14,123	-	-	-	-
4200 - WATER Totals:		1,726,638	1,716,518	2,857,722	1,933,649	2,805,524	3,044,629

SEWER

42-4210-51000	SALARIES - OPERATIONAL	341,446	336,954	431,911	288,233	349,959	511,053
42-4210-51100	OVERTIME	13,506	21,252	20,000	12,826	14,915	20,000
42-4210-51300	EMPLOYEE INSURANCE	48,556	45,899	71,391	37,229	40,766	75,693
42-4210-51310	RETIREE INSURANCE	8,984	8,387	9,000	5,944	7,601	9,000
42-4210-51400	FICA TAX	26,144	26,209	34,571	22,032	25,370	40,626
42-4210-51500	RETIREMENT	46,815	46,814	35,223	39,815	45,747	71,267
42-4210-51600	WORKERS COMPENSATION	8,393	14,210	5,224	5,224	10,448	7,581
42-4210-51700	UNEMPLOYMENT	999	2,065	277	278	3,405	2,599
42-4210-51800	EMPLOYEE PHYSICALS & TESTING	202	107	2,567	2,627	1,354	250
42-4210-51900	CLOTHING ALLOWANCE	-	75	180	180	300	510
42-4210-52000	OPERATING SUPPLIES	18,983	13,445	18,000	10,483	15,000	15,000
42-4210-52010	SAFETY SUPPLIES & EQUIPMENT	-	216	-	1,323	2,000	2,000
42-4210-52100	COMPUTER/PRINTER SUPPLIES	-	-	-	209	200	250
42-4210-52101	OFFICE SUPPLIES	3,869	3,379	3,800	1,290	2,000	2,000
42-4210-52200	POSTAGE & SHIPPING	545	112	1,250	1,056	1,500	1,500
42-4210-52300	MINOR TOOLS	-	487	-	253	300	300
42-4210-52400	FUEL & LUBRICANTS	10,374	8,928	12,500	6,341	9,000	15,000
42-4210-52500	CHEMICALS & FERTILIZERS	10,551	10,749	15,000	9,375	13,000	13,000
42-4210-52700	JANITORIAL SUPPLIES	-	145	-	193	300	300
42-4210-53000	R & M - EQUIPMENT	-	1,343	10,000	14,376	19,000	20,000
42-4210-53100	R & M - SOFTWARE	17,955	13,955	19,250	18,265	18,500	19,000
42-4210-53200	R & M - VEHICLES	26,047	21,367	15,000	3,457	5,000	15,000
42-4210-53610	R & M - DISTRIBUTION SYSTEM	-	-	-	117	200	-
42-4210-53630	R & M - SEWER PLANT	38,124	40,217	75,000	21,030	45,000	50,000
42-4210-53631	R & M - SEWER LINES	26,000	21,212	30,000	12,052	25,000	25,000
42-4210-53633	R & M - LIFT STATIONS	15,786	9,044	20,000	11,286	22,000	20,000
42-4210-53634	R & M - IRRIGATION/HAY FIELD	9,219	-	8,000	-	-	2,500
42-4210-54100	COLLECTION AGENCY FEES	-	-	500	961	1,000	500

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
8,080	8,161	8,242	8,325	8,408
6,060	6,121	6,182	6,244	6,306
-	-	-	-	-
15,150	15,302	15,455	15,609	15,765
-	-	-	-	-
6,060	6,121	6,182	6,244	6,306
1,146,350	1,157,814	1,169,392	1,181,086	1,192,896
57,572	58,148	58,729	59,317	59,910
35,124	35,476	35,830	36,189	36,551
14,818	14,966	15,116	15,267	15,419
130,762	132,070	133,390	134,724	136,071
78,457	79,242	80,034	80,834	81,643
62,668	63,294	63,927	64,566	65,212
167,542	169,218	170,910	172,619	174,345
-	-	-	-	-
3,085,296	3,126,677	3,168,787	3,211,644	3,255,264

\$ 526,385	\$ 542,176	\$ 558,442	\$ 575,195	\$ 592,451
20,200	20,402	20,606	20,812	21,020
76,450	77,215	77,987	78,767	79,555
9,090	9,181	9,273	9,365	9,459
41,032	41,442	41,857	42,275	42,698
71,980	72,700	73,427	74,161	74,903
7,657	7,734	7,811	7,889	7,968
2,625	2,651	2,677	2,704	2,731
253	255	258	260	263
515	520	525	531	536
15,150	15,302	15,455	15,609	15,765
2,020	2,040	2,061	2,081	2,102
253	255	258	260	263
2,020	2,040	2,061	2,081	2,102
1,515	1,530	1,545	1,561	1,577
303	306	309	312	315
15,150	15,302	15,455	15,609	15,765
13,130	13,261	13,394	13,528	13,663
303	306	309	312	315
20,200	20,402	20,606	20,812	21,020
19,190	19,382	19,576	19,771	19,969
15,150	15,302	15,455	15,609	15,765
-	-	-	-	-
50,500	51,005	51,515	52,030	52,551
25,250	25,503	25,758	26,015	26,275
20,200	20,402	20,606	20,812	21,020
2,525	2,550	2,576	2,602	2,628
505	510	515	520	526



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
42 - WATER & WASTEWATER FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
42-4210-54300	RENTAL OF EQUIPMENT				103	103	
42-4210-54400	DUES & SUBSCRIPTIONS	-	-	200	102	200	200
42-4210-54500	PROFESSIONAL SERVICES	22,376	13,050	23,000	10,166	15,000	15,000
42-4210-54600	ADVERTISING/PROMOTIONS	620	292	1,000	132	250	1,000
42-4210-54700	COMMUNICATIONS	2,344	2,090	3,000	1,554	2,000	2,500
42-4210-54800	UTILITIES	139,939	147,528	145,000	125,859	167,000	145,000
42-4210-54900	UNIFORMS	3,754	3,053	3,990	2,737	3,600	4,300
42-4210-57000	NON CAPITAL - SMALL EQUIPMENT	10,104	1,984	5,000	6,822	8,000	5,000
42-4210-57200	EMPLOYEE PROGRAMS	174	489	500	301	500	500
42-4210-57300	INSURANCE & BONDS	500	345	3,000	-	-	3,000
42-4210-57400	SERVICE CHARGE - CREDIT CARDS	16,440	14,147	14,487	9,297	12,789	12,521
42-4210-57700	TRAVEL & TRAINING	1,892	3,139	6,000	3,237	5,000	6,000
42-4210-57810	PLANT PERMIT RENEWAL	12,944	-	5,000	-	2,500	1,000
42-4210-57820	STATE INSPECTION FEES	5,920	5,841	6,000	5,345	6,000	6,000
42-4210-57830	IMPACT & IMPACT FEE WAIVERS	8,211	-	-	-	-	-
42-4210-57900	LABORATORY FEES	15,453	16,710	20,000	7,667	15,000	16,000
42-4210-58000	C/O - EQUIPMENT	2,818	11,374	-	-	-	-
42-4210-59060	TRANSFER TO DEBT SERVICE	891,970	889,668	871,649	598,519	871,649	873,123
42-4210-59063	TRANSFER TO SELF FUNDED	46,233	34,252	36,846	27,635	36,846	34,777
42-4210-59100	SHOP ALLOCATION	13,201	14,082	14,384	10,148	13,531	14,671
42-4210-59112	IN LIEU OF FRANCHISE	93,490	95,821	97,725	72,737	97,178	98,004
42-4210-59116	IN LIEU OF PROPERTY TAX	56,094	57,492	58,635	43,642	58,307	58,802
	ENGINEERING ALLOCATION				-	-	62,047
42-4210-59200	ADMINISTRATION ALLOCATION	103,018	112,139	135,169	82,338	109,784	142,077
4210 - SEWER Totals:		\$ 2,119,993	\$ 2,070,064	\$ 2,289,228	\$ 1,534,796	\$ 2,104,103	\$ 2,441,451
Total Expenses		\$ 3,846,632	\$ 3,786,583	\$ 5,146,950	\$ 3,468,445	\$ 4,909,626	\$ 5,486,080
Net		\$ 734,779	\$ 966,092	\$ 488,470	\$ 579,755	\$ 949,217	\$ 273,337

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
-	-	-	-	-
202	204	206	208	210
15,150	15,302	15,455	15,609	15,765
1,010	1,020	1,030	1,041	1,051
2,525	2,550	2,576	2,602	2,628
146,450	147,915	149,394	150,888	152,396
4,343	4,386	4,430	4,475	4,519
5,050	5,101	5,152	5,203	5,255
505	510	515	520	526
3,030	3,060	3,091	3,122	3,153
12,646	12,773	12,901	13,030	13,160
6,060	6,121	6,182	6,244	6,306
1,010	1,020	1,030	1,041	1,051
6,060	6,121	6,182	6,244	6,306
-	-	-	-	-
16,160	16,322	16,485	16,650	16,816
-	-	-	-	-
881,854	890,673	899,580	908,575	917,661
35,124	35,476	35,830	36,189	36,551
14,818	14,966	15,116	15,267	15,419
98,984	99,973	100,973	101,983	103,003
59,390	59,984	60,584	61,190	61,802
62,668	63,294	63,927	64,566	65,212
143,498	144,933	146,382	147,846	149,324
\$ 2,476,087	\$ 2,511,376	\$ 2,547,333	\$ 2,583,975	\$ 2,621,319
\$ 5,561,383	\$ 5,638,052	\$ 5,716,120	\$ 5,795,619	\$ 5,876,583
\$ 255,628	\$ 237,129	\$ 217,813	\$ 197,653	\$ 176,622



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
43 - GOLF COURSE REVENUES							
43-4300-4040	DAILY DEPOSIT REVENUE	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -
43-4300-4350	CREDIT CARD CONVENIENCE FEES COL	-	-	-	15,423	23,218	30,000
43-4300-4580	TOURNAMENT	97,941	144,510	140,000	142,849	165,000	165,000
43-4300-4581	PREPAID GREEN FEES	139,073	145,379	140,000	139,469	143,000	143,000
43-4300-4582	GREEN FEES	359,363	526,307	430,000	456,397	629,000	567,000
43-4300-4583	TRAIL FEES	45,413	49,300	48,000	48,706	49,005	50,000
43-4300-4584	DRIVING RANGE	41,198	58,433	53,000	47,007	62,000	62,000
43-4300-4586	GIFT CERTIFICATES	2,424	122	1,000	-	-	-
43-4300-4650	GOLF CART RENTALS	221,006	333,001	266,600	283,869	388,500	349,650
43-4300-4656	PAVILION RENTAL	600	-	-	225	225	225
43-4300-4661	ANNUAL CART RENTAL	24,942	30,525	27,000	26,887	26,887	27,000
43-4300-4662	P/P CART STORAGE	8,007	9,441	9,000	10,496	12,151	12,000
43-4300-4750	APPAREL	31,981	42,352	33,000	49,023	64,500	64,500
43-4300-4755	GOLF CLUBS	46,608	50,010	42,000	58,047	73,600	73,600
43-4300-4760	GOLF BALLS	45,771	54,547	53,000	49,434	66,650	66,650
43-4300-4765	GOLF SHOES	13,753	18,890	17,500	12,531	13,000	13,000
43-4300-4770	ACCESSORIES	31,625	45,330	42,000	43,430	56,500	56,500
43-4300-4842	TRANSFER FROM GENERAL FUND	91,257	-	91,566	-	-	-
43-4300-4843	TRANSFER-OVERHEAD/CAP PROJ	121,039	200,563	192,701	137,544	192,701	204,807
43-4300-4920	FOOD & BEVERAGE	201,318	180,167	270,000	157,648	214,000	192,600
43-4300-4921	ALCOHOLIC BEVERAGE SALES	-	66,316	-	93,237	128,000	115,200
43-4300-4922	BEER CART REVENUES	9,999	14,207	-	-	-	-
43-4300-4952	SALE OF EQUIPMENT	-	-	-	2,581	2,581	2,581
43-4300-4976	GHIN fees	-	-	-	6,605	6,640	6,640
43-4300-4998	MISC INCOME/REPAIRS	7,673	12,261	13,000	7,599	8,117	9,000
43-4300-4999	MISCELLANEOUS REVENUE	377	1,322	-	1,602	1,602	-
43 - GOLF COURSE Totals:		\$ 1,541,369	\$ 1,982,982	\$ 1,869,367	\$ 1,790,610	\$ 2,326,877	\$ 2,210,953

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ -	\$ -	\$ -	\$ -	\$ -
30,300	30,603	30,909	31,218	31,530
166,650	168,317	170,000	171,700	173,417
144,430	145,874	147,333	148,806	150,294
595,350	601,304	607,317	613,390	619,524
50,500	51,005	51,515	52,030	52,551
62,620	63,246	63,879	64,517	65,163
-	-	-	-	-
367,133	378,146	389,491	401,176	413,211
227	230	232	234	236
27,270	27,543	27,818	28,096	28,377
12,120	12,241	12,364	12,487	12,612
66,435	68,428	70,481	72,595	74,773
75,808	78,082	80,425	82,837	85,323
68,650	70,709	72,830	75,015	77,266
13,390	13,792	14,205	14,632	15,071
58,195	59,941	61,739	63,591	65,499
-	-	-	-	-
206,855	208,924	211,013	213,123	215,254
198,378	204,329	210,459	216,773	223,276
118,656	122,216	125,882	129,659	133,548
-	-	-	-	-
2,607	2,633	2,659	2,686	2,713
6,706	6,773	6,841	6,910	6,979
9,090	9,181	9,273	9,365	9,459
-	-	-	-	-
\$ 2,281,370	\$ 2,323,516	\$ 2,366,664	\$ 2,410,841	\$ 2,456,075



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
43 - GOLF COURSE		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

GOLF COURSE

43-4300-51000	SALARIES - OPERATIONAL	\$ 457,291	\$ 497,411	\$ 510,593	\$ 387,835	\$ 525,189	\$ 566,183
43-4300-51100	OVERTIME	-	523	-	-	-	-
43-4300-51104	SALARIES-SNACK BAR	76,379	95,986	111,251	88,657	110,271	142,304
43-4300-51105	SALARIES-GUEST SERVICES	31,676	32,729	41,846	44,455	48,181	50,145
43-4300-51106	SALARIES-BEER CART	3,865	2,758	4,400	4,053	4,118	4,400
43-4300-51300	EMPLOYEE INSURANCE	59,804	74,286	95,121	64,322	78,549	97,082
43-4300-51310	RETIREE INSURANCE	17,297	22,743	25,800	24,288	30,228	25,800
43-4300-51400	FICA TAX	42,116	48,498	50,000	41,209	51,501	58,372
43-4300-51500	RETIREMENT	61,887	64,710	67,268	52,960	69,377	75,291
43-4300-51600	WORKERS COMPENSATION	13,463	13,978	10,747	10,340	20,680	10,578
43-4300-51700	UNEMPLOYMENT	2,550	6,560	6,803	1,198	9,732	7,937
43-4300-51800	EMPLOYEE PHYSICALS & TESTING	1,107	2,080	1,000	805	1,044	1,000
43-4300-52000	OPERATING SUPPLIES	11,898	20,242	14,800	18,026	19,000	19,000
43-4300-52002	DRIVING RANGE SUPPLIES	2,940	6,198	6,000	6,500	6,000	8,000
43-4300-52003	DEMOS/RENTAL EXPENSES	3,647	862	1,250	-	1,250	1,250
43-4300-52010	SAFETY SUPPLIES & EQUIPMENT	212	810	300	77	300	300
43-4300-52100	COMPUTER/PRINTER SUPPLIES	-	3,096	800	671	1,000	1,000
43-4300-52101	OFFICE SUPPLIES	5,733	5,637	6,000	1,378	2,000	2,000
43-4300-52200	POSTAGE & SHIPPING	-	91	-	755	1,100	1,500
43-4300-52300	MINOR TOOLS				23		
43-4300-52400	FUEL & LUBRICANTS	8,095	10,170	11,000	11,976	13,000	14,000
43-4300-52500	CHEMICALS & FERTILIZERS	57,575	62,797	72,000	44,500	72,000	75,000
43-4300-52700	JANITORIAL SUPPLIES	8,547	4,447	4,500	5,243	7,209	7,500
43-4300-53000	R & M - EQUIPMENT	-	7,953	14,500	20,394	22,000	16,000
43-4300-53100	R & M - SOFTWARE	1,450	3,299	6,500	6,660	9,000	9,000
43-4300-53200	R & M - VEHICLES	11,493	11,144	500	36	500	500
43-4300-53300	R & M - BUILDING/FACILITY	18,706	11,743	14,000	8,528	11,000	11,000
43-4300-53632	R & M - IRRIGATION SYSTEM	5,644	16,007	12,000	5,048	12,000	12,000
43-4300-53650	R & M - CLUBS	3,192	3,793	1,000	678	1,000	1,000
43-4300-53800	R & M - GOLF CARTS	9,060	1,824	2,000	3,102	4,800	4,800
43-4300-53900	R & M - PLANTS/SEED/SOD	19,781	34,905	30,000	13,187	30,000	30,000
43-4300-54210	LAUNDRY & CLEANING SERVICE	1,212	2,194	2,500	1,908	2,600	2,600
43-4300-54300	RENTAL OF EQUIPMENT	-	60	2,000	1,708	2,000	2,000
43-4300-54400	DUES & SUBSCRIPTIONS	-	6,303	2,400	6,723	7,000	7,000
43-4300-54500	PROFESSIONAL SERVICES	2,700	5,029	4,000	5,544	6,000	4,000
43-4300-54600	ADVERTISING/PROMOTIONS	5,084	4,420	5,500	1,000	1,500	2,000
43-4300-54602	ADVERTISEMENT-PUBLIC NOTICES	-	264	-	-	-	1,000
43-4300-54700	COMMUNICATIONS	4,661	5,063	4,000	4,328	6,000	6,000
43-4300-54800	UTILITIES	40,071	38,417	38,000	29,730	35,893	38,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 583,169	\$ 600,664	\$ 618,684	\$ 637,244	\$ 656,361
-	-	-	-	-
146,574	150,971	155,500	160,165	164,970
51,650	53,199	54,795	56,439	58,132
4,532	4,668	4,808	4,952	5,101
99,994	102,994	106,084	109,266	112,544
26,574	27,371	28,192	29,038	29,909
60,123	61,927	63,785	65,698	67,669
77,550	79,877	82,273	84,741	87,283
10,895	11,222	11,559	11,906	12,263
8,176	8,421	8,673	8,934	9,202
1,010	1,020	1,030	1,041	1,051
19,190	19,382	19,576	19,771	19,969
8,080	8,161	8,242	8,325	8,408
1,263	1,275	1,288	1,301	1,314
303	306	309	312	315
1,010	1,020	1,030	1,041	1,051
2,020	2,040	2,061	2,081	2,102
1,515	1,530	1,545	1,561	1,577
-	-	-	-	-
14,140	14,281	14,424	14,568	14,714
75,750	76,508	77,273	78,045	78,826
7,575	7,651	7,727	7,805	7,883
16,160	16,322	16,485	16,650	16,816
9,090	9,181	9,273	9,365	9,459
505	510	515	520	526
11,110	11,221	11,333	11,447	11,561
12,120	12,241	12,364	12,487	12,612
1,010	1,020	1,030	1,041	1,051
4,848	4,896	4,945	4,995	5,045
30,300	30,603	30,909	31,218	31,530
2,626	2,652	2,679	2,706	2,733
2,020	2,040	2,061	2,081	2,102
7,070	7,141	7,212	7,284	7,357
4,040	4,080	4,121	4,162	4,204
2,020	2,040	2,061	2,081	2,102
1,010	1,020	1,030	1,041	1,051
6,060	6,121	6,182	6,244	6,306
38,380	38,764	39,151	39,543	39,938



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
43 - GOLF COURSE		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

GOLF COURSE

43-4300-54900	UNIFORMS	1,368	3,232	5,000	400	5,000	5,000
43-4300-55300	COST OF GOODS - GOLF APPAREL	22,725	30,362	24,420	31,819	45,150	45,150
43-4300-55301	COST OF GOODS - GOLF CLUBS	38,060	40,202	31,080	47,234	58,880	58,880
43-4300-55302	COST OF GOODS - GOLF BALLS	33,157	37,477	39,220	33,456	46,655	46,655
43-4300-55303	COST OF GOODS - GOLF SHOES	12,178	13,600	12,950	8,474	9,100	9,100
43-4300-55304	COST OF GOODS - ACCESSORIES	20,719	26,283	31,080	28,743	39,550	39,550
43-4300-55305	COST OF GOODS - SNACK BAR SUPPLIES	115,400	134,843	140,400	131,774	184,680	166,212
43-4300-55306	COST OF GOODS - BEER CART	3,906	141	-	-	-	-
43-4300-57000	NON CAPITAL - SMALL EQUIPMENT	1,639	8,516	5,000	6,426	5,000	5,000
43-4300-57099	NON CAPITAL - COMPUTERS	4,394	-	-	-	-	-
43-4300-57200	EMPLOYEE PROGRAMS	1,610	935	500	676	500	500
43-4300-57300	INSURANCE & BONDS	595	595	750	595	750	750
43-4300-57330	TOURNAMENTS	26,763	9,221	28,000	1,791	15,000	16,000
43-4300-57400	SERVICE CHARGE - CREDIT CARDS	23,038	32,351	27,300	28,821	34,849	35,000
43-4300-57650	LEASE PAYMENTS - COPIER	3,345	2,742	3,500	2,466	3,288	3,500
43-4300-57700	TRAVEL & TRAINING	5,529	6,869	8,000	1,026	1,000	8,000
43-4300-58800	C/O - IMPROVEMENTS	-	-	-	-	-	-
43-4300-59063	TRANSFER TO SELF FUNDED	116,766	117,892	153,588	115,191	153,588	176,188
43-4300-59200	ADMINISTRATION ALLOCATION	121,039	146,215	178,201	125,720	156,785	204,824
4300 - GOLF COURSE Total Expenses		\$ 1,541,369	\$ 1,740,505	\$ 1,869,368	\$ 1,482,455	\$ 1,982,797	\$ 2,135,852

NET

\$ - \$ 242,478 \$ (1) \$ 308,155 \$ 344,080 \$ 75,101

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

5,050	5,101	5,152	5,203	5,255
45,602	46,058	46,518	46,983	47,453
59,469	60,063	60,664	61,271	61,883
47,122	47,593	48,069	48,549	49,035
9,191	9,283	9,376	9,469	9,564
39,946	40,345	40,748	41,156	41,567
167,874	169,553	171,248	172,961	174,690
-	-	-	-	-
5,050	5,101	5,152	5,203	5,255
-	-	-	-	-
505	510	515	520	526
758	765	773	780	788
16,160	16,322	16,485	16,650	16,816
35,350	35,704	36,061	36,421	36,785
3,535	3,570	3,606	3,642	3,679
8,080	8,161	8,242	8,325	8,408
-	-	-	-	-
177,950	179,729	181,527	183,342	185,175
206,873	208,941	211,031	213,141	215,272
\$ 2,177,973	\$ 2,221,137	\$ 2,265,375	\$ 2,310,716	\$ 2,357,191

\$ 103,397 \$ 102,379 \$ 101,289 \$ 100,125 \$ 98,884



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

21 - HOTEL/MOTEL FUND

REVENUES

21-2100-4035	HOTEL/MOTEL TAX COLLECTED	\$ 164,728	\$ 191,587	\$ 170,000	\$ 161,258	\$ 215,000	\$ 190,000
21-2100-4350	CREDIT CARD CONVENIENCE FEES COI	-	-	1,031	732	1,098	1,600
21-2100-4605	INTEREST EARNED	629	117	250	179	115	250
21-2100-4821	TRANSFER FROM RESERVE	19,952	-	-	-	-	-
21 - HOTEL/MOTEL TOTAL REVENUE		\$ 185,309	\$ 191,704	\$ 171,281	\$ 162,169	\$ 216,213	\$ 191,850

EXPENSES

21-2100-54026	CHAMBER OF COMMERCE - SUBSIDY	99,200	49,200	49,200	36,900	49,200	49,200
21-2100-54027	CHAMBER OF COMMERCE - RENTAL	9,000	9,000	9,000	-	9,000	9,000
21-2100-54028	CHAMBER OF COMMERCE - UTILITIES	1,992	1,937	2,500	1,504	2,000	2,000
21-2100-54029	CENTRAL TEXAS WATER COALITION	5,000	-	-	-	-	-
21-2100-54032	SBC (SOUTHWESTERN BELL CO)	-	2,000	2,000	-	2,500	2,500
21-2100-54600	ADVERTISING/PROMOTIONS	-	-	-	2,250	5,500	15,000
21-2100-54927	CAF AIRSHOW	-	5,000	5,000	-	5,000	5,000
21-2100-57400	SERVICE CHARGE - CREDIT CARDS	413	1,560	1,500	1,399	1,865	1,900
21-2100-57800	SPECIAL EVENTS & FESTIVALS	6,430	4,500	7,000	7,016	7,016	7,000
21-2100-57993	MARKETING	23,027	3,260	15,000	-	-	-
21-2100-59010	TRANSFER TO GENERAL FUND	25,000	50,000	50,000	35,000	35,000	50,000
21-2100-59200	ADMINISTRATION ALLOCATION	5,188	6,586	6,265	5,929	7,905	7,258
2100 - HOTEL/MOTEL TOTAL EXPENSES		\$ 175,249	\$ 133,043	\$ 147,465	\$ 89,997	\$ 124,986	\$ 148,858

NET	\$ 10,059	\$ 58,662	\$ 23,816	\$ 72,172	\$ 91,227	\$ 42,992
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5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 191,900	\$ 193,819	\$ 195,757	\$ 197,715	\$ 199,692
1,616	1,632	1,648	1,665	1,682
253	255	258	260	263
-	-	-	-	-
\$ 193,769	\$ 195,706	\$ 197,663	\$ 199,640	\$ 201,636

49,692	50,189	50,691	51,198	51,710
9,090	9,181	9,273	9,365	9,459
2,020	2,040	2,061	2,081	2,102
-	-	-	-	-
2,525	2,550	2,576	2,602	2,628
15,150	15,302	15,455	15,609	15,765
5,050	5,101	5,152	5,203	5,255
1,919	1,938	1,958	1,977	1,997
7,070	7,141	7,212	7,284	7,357
-	-	-	-	-
50,500	51,005	51,515	52,030	52,551
7,331	7,404	7,478	7,553	7,628
\$ 150,347	\$ 151,850	\$ 153,369	\$ 154,902	\$ 156,451

\$ 43,422	\$ 43,856	\$ 44,295	\$ 44,738	\$ 45,185
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2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget

23 - AIRPORT FUND

REVENUES

23-2300-4570	AV GAS SALES/FLOWAGE FEE	\$ 172,596	\$ 267,007	\$ 233,000	\$ 266,176	\$ 311,520	\$ 3,140
23-2300-4571	PENALTIES - AIRPORT BILLINGS	575	600	450	425	550	450
23-2300-4573	JET FUEL SALES/FLOWAGE FEE	233,032	416,382	367,000	510,748	658,028	11,122
23-2300-4605	INTEREST EARNED	5,605	335	500	3,101	4,135	4,500
23-2300-4649	CAF LEASE	4,376	5,066	5,066	3,989	5,066	5,066
23-2300-4650	RENTAL OF COUNCIL CHAMBERS	70	-	-	210	420	-
23-2300-4653	MCBRIDE LEASE	46,298	46,050	45,893	30,671	38,306	45,893
23-2300-4655	THRU THE FENCE LEASE	16,144	12,312	12,020	8,479	5,184	12,020
23-2300-4656	AIRPORT PARKING PERMIT	1,600	2,110	2,000	120	2,000	5,000
23-2300-4658	HANGER LEASE - FAULKER	14,400	14,400	14,400	10,800	14,400	-
23-2300-4906	ALL HANGAR LEASE	126,832	129,611	125,000	98,648	131,047	153,600
23-2300-4955	USE OF FUND BALANCE	157,533	56,682	493,069	177,632	493,069	61,863
23-2300-4999	MISCELLANEOUS REVENUE	375	145	-	150	200	25,000

23 - AIRPORT FUND TOTAL REVENUE	\$ 779,437	\$ 950,699	\$ 1,298,398	\$ 1,111,150	\$ 1,663,924	\$ 327,654
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EXPENSES

23-2300-51000	SALARIES - OPERATIONAL	66,879	69,307	70,604	53,037	70,715	72,170
23-2300-51300	EMPLOYEE INSURANCE	11,030	11,074	11,904	8,526	11,368	12,138
23-2300-51400	FICA TAX	4,662	4,858	5,401	3,770	5,410	5,521
23-2300-51500	RETIREMENT	8,835	9,132	9,405	7,120	9,405	9,685
23-2300-51600	WORKERS COMPENSATION	-	373	570	-	-	488
23-2300-51700	UNEMPLOYMENT	-	-	-	15	15	-
23-2300-51800	EMPLOYEE PHYSICALS AND TESTING	-	-	-	121	121	-
23-2300-51900	CLOTHING ALLOWANCE	-	-	-	-	-	500
23-2300-52000	OPERATING SUPPLIES	1,730	1,598	3,000	1,272	1,696	1,000
23-2300-52100	COMPUTER PRINTER SUPPLIES	-	-	-	10	10	500
23-2300-52400	FUEL & LUBRICANTS	397	960	1,000	1,146	1,528	1,500
23-2300-53100	R & M - SOFTWARE	-	-	-	2,674	2,674	2,675
23-2300-53200	R & M - VEHICLES	-	388	2,000	320	425	-
23-2300-53300	R & M - BUILDING/FACILITY	377	406	1,000	452	602	1,000
23-2300-53400	R & M - GROUNDS	-	-	-	500	500	-
23-2300-54003	CONTRACT LABOR - FBO	14,400	14,400	14,400	24,267	78,267	-
23-2300-54005	COMMISSION ON FUEL SALES	37,659	40,000	40,000	30,000	30,000	-
23-2300-54200	CUSTODIAL CARE	-	-	-	150	600	-
23-2300-54400	DUES & SUBSCRIPTIONS	-	100	-	628	897	-
23-2300-54500	PROFESSIONAL SERVICES	-	-	-	111	111	-
23-2300-54610	PUBLIC NOTICE ADVERTISEMENTS	-	-	-	208	500	750
23-2300-54700	COMMUNICATIONS	-	-	-	68	137	-

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

\$ 3,171	\$ 3,203	\$ 3,235	\$ 3,267	\$ 3,300
455	459	464	468	473
11,233	11,346	11,459	11,574	11,689
4,545	4,590	4,636	4,683	4,730
5,117	5,168	5,220	5,272	5,324
-	-	-	-	-
46,352	46,815	47,284	47,756	48,234
12,140	12,262	12,384	12,508	12,633
5,050	5,101	5,152	5,203	5,255
-	-	-	-	-
217,618	219,794	221,992	224,212	226,454
-	-	-	-	-
25,250	25,503	25,758	26,015	26,275

\$ 330,931	\$ 334,240	\$ 337,583	\$ 340,958	\$ 344,368
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72,892	73,621	74,357	75,100	75,851
12,259	12,382	12,505	12,630	12,757
5,576	5,632	5,688	5,745	5,803
9,782	9,880	9,979	10,078	10,179
493	498	503	508	513
-	-	-	-	-
-	-	-	-	-
505	510	515	520	526
1,010	1,020	1,030	1,041	1,051
505	510	515	520	526
1,515	1,530	1,545	1,561	1,577
2,702	2,729	2,756	2,784	2,811
-	-	-	-	-
1,010	1,020	1,030	1,041	1,051
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
758	765	773	780	788
-	-	-	-	-



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
23 - AIRPORT FUND		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
23-2300-54800	UTILITIES	8,942	9,393	10,000	6,841	9,121	10,000
23-2300-55400	JET FUEL PURCHASES	106,196	215,396	201,850	334,281	410,898	-
23-2300-55500	AV GAS PURCHASES	127,975	199,617	174,750	209,727	238,083	-
23-2300-57000	NON CAPITAL - SMALL EQUIPMENT	-	2,868	3,000	3,289	3,289	3,000
23-2300-57200	EMPLOYEE PROGRAMS	17	-	-	-	-	-
23-2300-57300	INSURANCE & BONDS	8,641	8,862	10,100	2,844	2,844	24,582
23-2300-57400	SERVICE CHARGE - CREDIT CARDS	11,677	19,735	17,500	21,756	29,008	-
23-2300-57530	PROPERTY TAXES	6,632	3,968	4,000	4,030	4,030	4,000
23-2300-57680	LEASE-FUEL TRUCK	12,000	12,000	12,000	9,000	12,000	-
23-2300-57681	LEASE-JET FUEL TRUCK	16,800	16,800	16,800	12,600	16,800	-
23-2300-57700	TRAVEL & TRAINING	75	627	4,000	1,351	1,402	1,500
23-2300-59047	TRANSFER TO AIRPORT CAPITAL	157,533	56,682	435,000	138,919	435,000	-
23-2300-59060	TRANSFER TO DEBT SERVICE	-	-	58,069	43,552	58,069	61,863
23-2300-59200	ADMINISTRATION ALLOCATION	30,419	42,854	39,646	38,968	51,956	20,981
2300 - AIRPORT TOTAL EXPENSES		\$ 632,876	\$ 741,396	\$ 1,145,999	\$ 961,550	\$ 1,487,480	\$ 233,853
NET		\$ 146,561	\$ 209,303	\$ 152,399	\$ 149,600	\$ 176,444	\$ 93,801

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
10,100	10,201	10,303	10,406	10,510
-	-	-	-	-
-	-	-	-	-
3,030	3,060	3,091	3,122	3,153
-	-	-	-	-
24,828	25,076	25,327	25,580	25,836
-	-	-	-	-
4,040	4,080	4,121	4,162	4,204
-	-	-	-	-
-	-	-	-	-
1,515	1,530	1,545	1,561	1,577
-	-	-	-	-
62,482	63,106	63,738	64,375	65,019
21,191	21,403	21,617	21,833	22,052
\$ 236,192	\$ 238,554	\$ 240,939	\$ 243,349	\$ 245,782
\$ 94,739	\$ 95,686	\$ 96,643	\$ 97,610	\$ 98,586



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
24 - POLICE SEIZURE FUND							
POLICE SEIZURE FUND							
24-1600-4605	INTEREST EARNED	6	0	6	0	0	6
Total Revenue		\$ 6	\$ 0	\$ 6	\$ -	\$ -	\$ 6
POLICE							
24-1600-59410	USE OF SEIZURE MONEY	3,000	-	-	-	-	-
Total Expenses		\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
6	6	6	6	6
\$ 6	\$ 6	\$ 6	\$ 6	\$ 6
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
25 - MUNICIPAL COURT SPECIAL REVENUE							
MUNICIPAL COURT SPECIAL REVENUE							
25-2500-4208	RESTRICTED REV-JUDICIAL EFF	203	68	-	24	47	-
25-2500-4210	RESTRICTED REV-JUDICIAL SUPP	201	52	-	27	35	-
25-2500-4213	LOCAL BUILDING SECURITY FUND	2,025	3,245	-	2,530	3,373	3,000
25-2500-4214	LOCAL TRUANCY PREVENTION FUND	2,062	3,305	-	2,570	3,426	3,000
25-2500-4215	LOCAL COURT TECHNOLOGY FUND	1,650	2,644	-	2,056	2,741	2,500
25-2500-4216	LOCAL MUNICIPAL JURY FUND	41	66	-	51	68	-
25-2500-4605	INTEREST EARNED	85	61	91	24	32	100
25-2500-4955	USE OF FUND BALANCE	-	-	12,500	-	-	5,400
25-2510-4206	RESTRICTED REV-TECH FUND	1,337	360	2,000	179	231	-
25-2520-4207	RESTRICTED REV-SECURITY	1,002	270	2,500	134	173	-
25-2530-4205	RESTRICTED REV-CHILD SAFETY	10,070	10,961	10,000	7,875	10,500	10,000
25 - TOTAL REVENUES		\$ 18,676	\$ 21,032	\$ 27,091	\$ 15,471	\$ 20,625	\$ 24,000
COURT EFFICIENCY							
25-2500-57000	NON CAPITAL - SMALL EQUIPMENT	-	1,253	-	-	-	-
25-2500-58094	COMPUTER - COURT	1,019	3,020	-	-	-	-
2500 - COURT EFFICIENCY Totals:		\$ 1,019	\$ 4,273	\$ -	\$ -	\$ -	\$ -
COURT TECHNOLOGY							
25-2510-57000	NON CAPITAL - SMALL EQUIPMENT	-	-	3,000	3,363	3,363	-
2510 - COURT TECHNOLOGY Totals:		\$ -	\$ -	\$ 3,000	\$ 3,363	\$ 3,363	\$ -
COURTY SECURITY							
25-2520-57540	BALIFF PAY	670	1,093	-	1,801	2,400	2,400
25-2520-57541	BAILIFF PAY	-	-	2,000	-	-	-
25-2520-58463	COURT/CHAMBER SAFETY UPGRADE	-	-	6,000	-	-	6,000
2520 - COURTY SECURITY Totals:		\$ 670	\$ 1,093	\$ 8,000	\$ 1,801	\$ 2,400	\$ 8,400
CHILD SAFETY PROGRAMS							
25-2530-52000	OPERATING SUPPLIES	-	-	10,000	-	10,000	10,000
25-2530-54913	CONTRIBUTIONS - MISCELLANEOUS	-	-	5,000	-	-	-
25-2530-57984	CHILD SAFETY PROGRAMS	5,319	5,000	-	-	-	-
2530 - CHILD SAFETY PROGRAMS Totals:		\$ 5,319	\$ 5,000	\$ 15,000	\$ -	\$ 10,000	\$ 10,000
25 - TOTAL EXPENSES							
		\$ 7,008	\$ 10,366	\$ 26,000	\$ 5,164	\$ 15,763	\$ 18,400
NET							
		\$ 11,668	\$ 10,665	\$ 1,091	\$ 10,307	\$ 4,862	\$ 5,600

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
-	-	-	-	-
-	-	-	-	-
3,000	3,000	3,000	3,000	3,000
3,000	3,000	3,000	3,000	3,000
2,500	2,500	2,500	2,500	2,500
-	-	-	-	-
100	100	100	100	100
5,400	5,400	5,400	5,400	5,400
-	-	-	-	-
-	-	-	-	-
10,000	10,000	10,000	10,000	10,000
\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
2,400	2,400	2,400	2,400	2,400
-	-	-	-	-
6,000	6,000	6,000	6,000	6,000
\$ 8,400	\$ 8,400	\$ 8,400	\$ 8,400	\$ 8,400
10,000	10,000	10,000	10,000	10,000
-	-	-	-	-
-	-	-	-	-
\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400
\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
27 - FD COMMUNITY PROGRAM							
FD COMMUNITY PROGRAM							
27-1640-4888	CAPITAL CONTRIBUTIONS	-	500	-	-	-	-
27-1640-4999	MISCELLANEOUS REVENUE	1,625	-	5,000	2,290	3,000	5,000
27 - TOTAL REVENUES		\$ 1,625	\$ 500	\$ 5,000	\$ 2,290	\$ 3,000	\$ 5,000
FIRE							
27-1640-59400	USE OF FUNDS	3,109	692	5,000	-	3,000	5,000
27 - TOTAL EXPENSES		\$ 3,109	\$ 692	\$ 5,000	\$ -	\$ 3,000	\$ 5,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
-	-	-	-	-
5,000	5,000	5,000	5,000	5,000
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
5,000	5,000	5,000	5,000	5,000
\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
28 - PD EXPLORER PROGRAM							
Revenue							
PD EXPLORER PROGRAM							
28-1600-4605	INTEREST EARNED	13	7	10	1	2	10
28-1600-4888	CAPITAL CONTRIBUTION	-	500	1,000	-	-	-
28-1600-4923	PD EXPLORER PROGRAM REV	-	-	-	343	888	1,000
TOTAL REVENUES		\$ 13	\$ 507	\$ 1,010	\$ 344	\$ 890	\$ 1,010
POLICE							
28-1600-52000	OPERATING SUPPLIES	-	-	200	-	-	200
28-1600-52608	EXPLORER PROGRAMS EXPENSE	-	191	-	-	-	-
28-1600-54400	DUES & SUBSCRIPTIONS	-	126	-	-	-	-
28-1600-54900	UNIFORMS	-	-	800	888	888	800
TOTAL EXPENSES		\$ -	\$ 317	\$ 1,000	\$ 888	\$ 888	\$ 1,000
NET		\$ 13	\$ 190	\$ 10	\$ (543)	\$ 2	\$ 10

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
10	10	10	10	10
1,000	1,000	1,000	1,000	1,000
-	-	-	-	-
\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010
200	200	200	200	200
-	-	-	-	-
-	-	-	-	-
800	800	800	800	800
\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
\$ 10	\$ 10	\$ 10	\$ 10	\$ 10



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020	2020-2021	2021-2022	2021-2022	EOY Projection	2022-2023
		Actual	Actual	Current Budget	Actual thru June		Proposed Budget
29 - FD EXPLORER PROGRAM							
FD EXPLORER PROGRAM							
29-1640-4605	INTEREST EARNED	\$ 8	\$ 5	\$ 10	\$ 1	\$ 1	\$ 10
29-1640-4888	CAPITAL CONTRIBUTION	-	-	1,000	-	-	-
29-1640-4930	FD EXPLORER PROGRAM REVENUE	1,320	35	-	-	412	1,000
TOTAL REVENUES		\$ 1,328	\$ 40	\$ 1,010	\$ 1	\$ 413	\$ 1,010
FIRE							
29-1640-52000	OPERATING SUPPLIES	-	-	500	-	-	500
29-1640-52608	EXPLORER PROGRAM EXPENSES	48	445	-	-	-	-
29-1640-54400	DUES & SUBSCRIPTIONS	-	-	-	361	361	-
29-1640-54900	UNIFORMS	-	251	500	51	51	500
TOTAL EXPENSES		\$ 48	\$ 696	\$ 1,000	\$ 412	\$ 412	\$ 1,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 10	\$ 10	\$ 10	\$ 10	\$ 10
-	-	-	-	-
1,000	1,000	1,000	1,000	1,000
\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010	\$ 1,010

500	500	500	500	500
-	-	-	-	-
-	-	-	-	-
500	500	500	500	500
\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000



2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
45 - WATER & WASTEWATER CAPITAL PROJECT FUND							
45-1111-4307	GRANT REVENUE	-	-	1,400,000	-	-	-
45-4200-4521	IMPACT FEE - WATER	105,197	89,017	-	106,270	110,000	-
45-4200-4523	WATER CONNECTS NON STNDRD	21,937	19,885	10,000	11,472	15,000	10,000
45-4200-4605	INTEREST EARNED	928	23	-	152	200	200
45-4200-4606	INTEREST EARNED - WW IMPACT FE	46	44	-	-	-	-
45-4200-4607	INTEREST EARNED - W IMPACT FEES	272	193	-	-	-	-
45-4200-4898	CAPITAL CONTRIBUTION	181,755	-	-	-	-	-
45-4200-4950	USE OF LOAN PROCEEDS	142,813	-	-	-	-	-
45-4200-4956	USE OF FUND BAL-WATER FUND	218,807	127,366	1,135,000	663,853	663,853	1,530,000
45-4200-4970	USE OF WATER IMPACT FEES	-	-	350,000	-	-	200,000
45-4200-4999	MISC INCOME	(0)	-	-	876	1,100	-
45-4210-4533	IMPACT FEE - SEWER	93,330	83,986	-	91,095	95,000	-
45-4210-4971	USE OF WASTEWATER IMPACT FEES	-	160,000	75,000	-	-	75,000
TOTAL REVENUE		\$ 765,085	\$ 480,513	\$ 2,970,000	\$ 873,719	\$ 885,153	\$ 1,815,200
GENERAL							
45-1111-58888	AMERICAN RESCUE PLAN ACT OF 2021	-	-	1,400,000	-	-	-
1111 - GENERAL ADMINISTRATION Totals:		\$ -	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -
WATER							
45-4200-54500	PROFESSIONAL SERVICES	1,656	-	-	-	-	-
45-4200-58000	C/O - EQUIPMENT GENERATION	-	-	-	-	-	700,000
45-4200-58400	C/O - BUILDING & FACILITY	-	-	50,000	-	-	-
45-4200-58551	RISK AND RESILIANCE ASSESSMENT	-	11,415	30,000	5,018	5,018	-
45-4200-58600	DISTR - WTR LINE OVERSIZE	-	-	-	-	-	155,000
45-4200-58880	WATER SYSTEM IMPROVEMENTS	125,111	-	10,000	-	-	10,000
45-4200-58880	IMPRV - WELLS & PUMPS	-	-	-	-	-	100,000
45-4200-58880	IMPR - EAGLES NEST	-	-	-	-	-	200,000
45-4200-58880	IMPR - EAST TANK	-	-	-	-	-	200,000
45-4200-58880	IMPR - VALLEY ST WELL	-	-	-	-	-	50,000
45-4200-58971	OAK VISTA/CR100 WATER LINE EXT	272,382	13,464	-	-	-	-
45-4200-58971	WATER RESERVE	-	-	-	-	-	100,000
4200 - WATER Totals:		\$ 399,148	\$ 24,879	\$ 90,000	\$ 5,018	\$ 5,018	\$ 1,515,000
SEWER							
45-4210-58000	C/O - EQUIPMENT GENERATION	-	-	500,000	7,317	7,317	-
45-4210-58100	C/O - VEHICLES	-	-	675,000	646,504	646,504	-
45-4210-58600	C/O - DISTRIBUTION	-	-	100,000	-	-	-
45-4210-58800	IMPR - VFW	6,524	84,754	130,000	2,747	2,747	75,000
45-4210-58800	IMPR - RANCH LIFT STATION	-	-	-	-	-	150,000
45-4210-58897	SSSES LINE IMPROV -	137,289	-	-	-	-	-
45-4210-59042	TRANSFER TO WATER & SEWER FUND	-	160,000	75,000	-	75,000	75,000
45-4210-59990	SEWER BACKUP REIMBURSEMENT	-	17,733	-	-	-	-
4210 - SEWER Totals:		\$ 143,813	\$ 262,487	\$ 1,480,000	\$ 656,568	\$ 731,568	\$ 300,000
TOTAL EXPENSES		\$ 542,961	\$ 287,366	\$ 2,970,000	\$ 661,585	\$ 736,586	\$ 1,815,000
NET		\$ 222,124	\$ 193,147	\$ -	\$ 212,133	\$ 148,567	\$ 200

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
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2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
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46 - GENERAL CAPITAL PROJECT FUND

GENERAL CAPITAL PROJECT FUND

46-1111-4307	GRANT REVENUE	-	1,167,977	1,715,000	1,106,241	1,106,241	-
46-1111-4605	INTEREST EARNED	18,517	129	-	9,154	12,000	10,000
46-1111-4842	TRANSFER FROM GENERAL FUND	2,301,799	934,936	1,764,000	1,041,164	1,385,890	-
46-1111-4886	USE OF FUND BALANCE	-	-	382,250	-	-	2,569,000
46-1111-4898	CAPITAL CONTRIBUTIONS	53,000	-	-	-	-	-
46-1111-4950	LOAN PROCEEDS	3,025,231	994,357	-	96,439	196,439	-
46-1111-4951	USE OF LOAN PROCEEDS	-	-	5,000,000	-	-	7,900,000
46-1111-4960	RESTRICTED REV-TREE VARIANCE	-	-	-	20,600	20,600	-
46-1111-4961	RESTRICTED REV-PARKS	16,250	44,520	-	8,000	8,000	-
46-1600-4308	CONTRIBUTIONS	-	-	-	50,000	50,000	-
46-1640-4308	CONTRIBUTIONS	-	-	-	50,000	50,000	-
46-1641-4945	COVID TESTING REVENUE	-	-	-	98,274	98,274	-
TOTAL REVENUE		\$ 5,414,797	\$ 3,141,919	\$ 8,861,250	\$ 2,479,872	\$ 2,927,444	\$ 10,479,000

EXPENSES:

GENERAL

46-1111-57000	NON CAPITAL-SMALL EQUIPMENT	-	-	-	11,250	11,250	-
46-1111-58000	C/O - EQUIPMENT	-	-	75,000	44,675	44,675	-
46-1111-58015	SERVER UPGRADE	32,181	-	-	-	-	75,000
46-1111-58089	COMPUTERS/FURN NEW HIRES	16,923	-	-	-	-	-
46-1111-58397	INCODE 10 UPGRADE	-	41,135	38,000	21,160	21,160	17,000
46-1111-58483	A/C UNIT REPLACEMENT - GF	109,566	-	-	-	-	-
46-1111-58500	C/O - LAND/PROPERTY ACQUISITION/	169,668	303	-	-	-	-
46-1111-58560	COMP PLAN	-	-	300,000	23,307	23,307	200,000
46-1111-58810	NEW CITY HALL	-	1,004,357	5,000,000	96,439	196,439	4,800,000
46-1111-58888	AMERICAN RESCUE PLAN ACT OF 2021	-	-	1,400,000	-	-	-
1111 - GENERAL ADMINISTRATION Totals:		\$ 328,338	\$ 1,045,795	\$ 6,813,000	\$ 185,581	\$ 285,581	\$ 5,092,000

POLICE

46-1600-51300	EMPLOYEE INSURANCE	96	-	-	-	-	-
46-1600-51400	FICA TAX	52	-	-	-	-	-
46-1600-51500	RETIREMENT	91	-	-	-	-	-
46-1600-52004	K-9 SUPPLIES	1,800	-	-	-	-	-
46-1600-58000	C/O - EQUIPMENT	-	-	-	-	25,000	-
46-1600-58016	PD RADIO MAINTENANCE	4,691	-	-	-	-	-
46-1600-58035	PD VESTS	26,288	-	-	-	-	-
46-1600-58036	PD TASERS	10,619	-	60,000	57,304	57,304	-
46-1600-58398	PUBLIC SAFETY MOBILE CAD SOFTW	9,875	-	-	-	-	-
46-1600-58399	PD TICKET WRITERS	-	14,340	26,000	23,042	23,042	-
46-1600-58481	PD DONATED FUNDS	4,362,962	173,265	-	-	-	50,000
46-1600-58931	HCHS ANIMAL SHELTER	3,946	-	-	-	-	-
	PD ACCREDITATION PROGRAM	-	-	-	-	-	15,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028

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Account Number	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
46 - GENERAL CAPITAL PROJECT FUND							
1600 - POLICE Totals:		\$ 4,420,420	\$ 187,605	\$ 86,000	\$ 80,346	\$ 105,346	\$ 65,000
ANIMAL SHELTER							
46-1610-57994	MICROCHIPPING PROGRAM	4,615	-	-	-	-	-
1610 - ANIMAL SHELTER Totals:		\$ 4,615	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE							
46-1640-52000	OPERATING SUPPLIES	-	42,296	-	-	-	-
46-1640-52801	BUNKER GEAR SUPPLIES	46,899	-	-	-	-	-
46-1640-53200	R & M - VEHICLES	-	1,680	-	-	-	-
46-1640-53300	R & M - BUILDING/FACILITY	-	1,110	-	-	-	-
46-1640-54500	PROFESSIONAL SERVICES	-	-	47,250	37,322	49,322	12,000
46-1640-57000	NON CAPITAL - SMALL EQUIPMENT	-	27,340	-	-	-	-
46-1640-57030	COVID 19	-	17,974	50,000	2,058	2,058	30,000
46-1640-57700	TRAVEL & TRAINING	-	2,550	-	-	-	-
46-1640-58000	C/O - EQUIPMENT	-	-	650,000	849,971	849,971	-
46-1640-58090	FD RADIOS/COMPUTERS	9,627	-	-	-	-	-
46-1640-58091	FIRE DEPT VENTILATORS	27,130	-	-	-	-	-
46-1640-58092	KING VISION KITS	14,588	-	-	-	-	-
46-1640-58100	FD - DONATED FUNDS	-	-	-	-	-	50,000
46-1640-58486	BURN BUILDING / TRANING TOWER	274,184	-	-	-	-	-
46-1640-58489	REMODEL FD SUBSTATION	-	290,281	100,000	46,730	46,730	-
1640 - FIRE Totals:		\$ 372,428	\$ 383,231	\$ 847,250	\$ 936,081	\$ 948,081	\$ 92,000
EMS							
46-1641-52800	EMS MEDICAL SUPPLIES	-	-	-	96,095	96,095	-
1641 - EMS Totals:		\$ -	\$ -	\$ -	\$ 96,095	\$ 96,095	\$ -
STREET							
46-1700-58000	C/O - EQUIPMENT	-	-	345,000	196,054	351,054	125,000
46-1700-58096	STREET DEPT BACKHOE	116,763	-	-	-	-	-
46-1700-58700	C/O - STREETS	82,225	256,515	400,000	485,598	585,598	4,000,000
	STREET RESERVE	-	-	-	-	-	400,000
1700 - STREET Totals:		\$ 198,989	\$ 256,515	\$ 745,000	\$ 681,652	\$ 936,652	\$ 4,525,000
PARKS							
46-1800-58400	C/O - BLDG & FACILITY COMM CNTR	-	-	100,000	-	-	100,000
46-1800-58400	C/O - BLDG & FACILITY R/R	-	-	-	-	-	150,000
46-1800-58495	PARK IMPROVEMENTS	35,240	77,224	-	-	-	50,000
46-1800-58800	C/O - IMPROVEMENTS	-	-	200,000	25,140	25,140	-
1800 - PARKS Totals:		\$ 35,240	\$ 77,224	\$ 300,000	\$ 25,140	\$ 25,140	\$ 300,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
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2022-2023 BUDGET WORKSHEET

Account Number	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
46 - GENERAL CAPITAL PROJECT FUND							
GALLOWAY HAMMOND REC CTR							
46-1813-58461	GHRC TEEN CENTER	20,000	20,000	20,000	20,000	20,000	20,000
46-1813-58478	GHRC CAPITAL MAINTENANCE	-	21,408	50,000	-	50,000	325,000
	GHRC PARKING LOT RESERVE	-	-	-	-	-	50,000
1813 - GALLOWAY HAMMOND REC CTR Totals:		\$ 20,000	\$ 41,408	\$ 70,000	\$ 20,000	\$ 70,000	\$ 395,000
DEVELOPMENT SERVICES							
46-1900-58000	C/O - EQUIPMENT	-	-	-	-	61,500	-
1900 - DEVELOPMENT SERVICES Totals:		\$ -	\$ -	\$ -	\$ -	\$ 61,500	\$ -
TOTAL EXPENSES		\$ 5,380,030	\$ 1,991,778	\$ 8,861,250	\$ 2,024,895	\$ 2,528,395	\$ 10,469,000
NET		\$ 34,767	\$ 1,150,141	\$ -	\$ 454,977	\$ 399,049	\$ 10,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
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2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
47 - AIRPORT CAPITAL PROJECT FUND							
AIRPORT CAPITAL PROJECT FUND							
47-2300-4861	TRANSFER FROM AIRPORT	157,533	56,682	435,000	138,919	138,919	350,000
47-2300-4913	BOND PROCEEDS	-	-	-	1,000,000	1,000,000	965,000
47-2300-4940	MASTER PLAN REVENUE	-	12,796	-	-	-	-
47-2300-4954	USE OF LOAN PROCEEDS	-	-	1,000,000	34,137	34,137	-
47-2310-4330	RAMP GRANT REVENUE	-	-	50,000	-	-	50,000
47-2320-4332	CARES GRANT REVENUE	-	-	30,000	13,000	13,000	-
TOTAL REVENUE		\$ 157,533	\$ 69,478	\$ 1,515,000	\$ 1,186,056	\$ 1,186,056	\$ 1,365,000
EXPENSES:							
AIRPORT							
47-2300-57010	RAMP GRANT EXPENDITURES	48,959	100,691	-	-	-	-
47-2300-58000	C/O - EQUIPMENT	-	-	75,000	-	-	-
47-2300-58174	CAPITAL OUTLAY	154,547	18,787	-	-	-	-
47-2300-58400	C/O BLDG - JET HANGAR	-	-	1,200,000	33,439	33,439	965,000
47-2300-58500	C/O - LAND - DECEL LANE	-	-	90,000	-	-	100,000
47-2300-58530	PURCHASE AIRPORT PROPERTY	2,986	-	-	-	-	-
47-2300-58550	C/O - AIRPORT LAYOUT PLAN 21ALBRI	-	-	20,000	-	-	-
47-2300-58800	C/O - IMPROVEMENTS	-	-	-	8,259	8,259	200,000
SUBTOTAL		\$ 206,491	\$ 119,478	\$ 1,385,000	\$ 41,698	\$ 41,698	\$ 1,265,000
RAMP GRANT							
47-2310-53000	R & M - EQUIPMENT	-	-	-	7,088	7,088	-
47-2310-53300	R & M - BUILDING/FACILITY	-	-	100,000	13,782	13,782	-
47-2310-53400	R & M - GROUNDS	-	-	-	5,271	5,271	-
47-2310-53401	R & M - PAVEMENT	-	-	-	10,250	10,250	-
47-2310-57000	NON CAPITAL - SMALL EQUIPMENT	-	-	-	287	287	-
47-2310-58800	C/O - IMPROVEMENTS	-	-	-	60,874	60,874	100,000
SUBTOTAL		\$ -	\$ -	\$ 100,000	\$ 97,552	\$ 97,552	\$ 100,000
CARES ACT GRANT							
47-2320-52000	OPERATING SUPPLIES	-	-	30,000	-	-	-
SUBTOTAL		\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 206,491	\$ 119,478	\$ 1,515,000	\$ 139,250	\$ 139,250	\$ 1,365,000
NET		\$ (48,959)	\$ (50,000)	\$ -	\$ 1,046,806	\$ 1,046,806	\$ -

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
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2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru May	EOY Projection	2022-2023 Proposed Budget
48 - ELECTRIC CAPITAL PROJECT FUND							
ELECTRIC CAPITAL PROJECT FUND							
48-4100-4308	CONTRIBUTIONS FROM DEVELOPERS	81,385	70,520	75,000	-	-	450,000
48-4100-4506	ELECTRIC CONNECTS - NON STANDARD	64,294	29,632	-	387,764	387,764	-
48-4100-4870	TRANSFER FROM ELECTRIC	225,011	20,000	230,000	141,070	287,070	-
48-4100-4886	USE OF FUND BALANCE						800,000
48-4100-4898	CAPITAL CONTRIBUTION	25,682	-	-	-	-	-
TOTAL REVENUE		\$ 396,371.97	\$ 120,151.67	\$ 305,000.00	\$ 528,834.03	\$ 674,834.00	\$ 1,250,000.00
ELECTRIC							
48-4100-54926	UTILITY ASSISTANCE PROGRAM	177,637	-	-	-	-	-
46-1700-58000	C/O - EQUIPMENT RESERVE	-	-	-	-	-	400,000
48-4100-58300	C/O - SOFTWARE	-	-	55,000	8,648	54,648	-
48-4100-58396	MDM SOFTWARE	-	20,000	-	-	-	-
48-4100-58800	C/O - IMPROVEMENTS	-	-	100,000	70,000	100,000	100,000
48-4100-58800	C/O - IMPROVEMENTS	163,866	100,015	150,000	62,400	132,400	200,000
	ENTEGRIS ELECTRIC FEEDER						500,000
	ELECTRIC RATE STUDY						50,000
TOTAL EXPENSES		\$ 341,504	\$ 120,015	\$ 305,000	\$ 141,048	\$ 287,048	\$ 1,250,000
NET		\$ 54,868	\$ 136	\$ -	\$ 387,786	\$ 387,786	\$ -

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
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2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
49 - GOLF COURSE CAPITAL PROJECT FUND							
GOLF COURSE CAPITAL PROJECT FUND							
49-4300-4842	TRANSFER FROM GENERAL FUND	98,785	261,935	250,000	132,074	136,074	857,000
49-4300-4951	SALE OF PROPERTY	-	-	370,000	376,188	376,188	-
TOTAL REVENUE		\$ 98,785	\$ 261,935	\$ 620,000	\$ 508,262	\$ 512,262	\$ 857,000
GOLF COURSE							
49-4300-58800	C/O - IMPROVEMENTS	98,785	261,935	620,000	132,074	136,074	267,000
49-4300-58800	C/O - IMPROVEMENTS SEED MONEY	-	-	-	-	-	590,000
TOTAL EXPENSES		\$ 98,785	\$ 261,935	\$ 620,000	\$ 132,074	\$ 136,074	\$ 857,000
NET		\$ -	\$ -	\$ -	\$ 376,188	\$ 376,188	\$ -

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
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2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
52 - BURNET ECONOMIC DEVELOPMENT FUND							
BURNET ECONOMIC DEVELOPMENT FUND							
52-5200-4020	SALES TAX REVENUE	\$ 678,859	\$ 786,453	\$ 812,667	\$ 668,719	\$ 899,789	\$ 926,783
52-5200-4333	COVID LOAN PROGRAM REVENUE	-	86,267	46,000	44,795	46,000	5,000
52-5200-4350	CREDIT CARD CONVENIENCE FEES COL	-	-	-	86	86	-
52-5200-4590	EVENT REVENUE	-	89,944	90,000	-	-	90,000
52-5200-4601	RENTAL REVENUE	36,000	62,000	60,000	45,000	60,000	66,000
52-5200-4605	BEDC INTEREST EARNED	7,773	696	750	1,607	2,100	2,000
52-5200-4901	USE OF LOAN PROCEEDS	-	-	1,400,000	862,502	862,502	195,000
52-5200-4951	SALE OF PROPERTY	34,522	-	1,000,000	-	-	1,100,000
52-5200-4955	USE OF FUND BALANCE	849,289	412,966	600,000	-	-	1,380,000
TOTAL REVENUE		\$ 1,606,444	\$ 1,438,326	\$ 4,009,417	\$ 1,622,710	\$ 1,870,477	\$ 3,764,783
ECONOMIC DEVELOPMENT							
52-5200-52000	OPERATING SUPPLIES	1,109	-	2,500	341	590	2,500
52-5200-54400	DUES & SUBSCRIPTIONS	-	-	-	448	500	500
52-5200-54500	PROFESSIONAL SERVICES	3,757	4,050	32,500	9,756	32,500	32,500
52-5200-54505	WEBSITE	-	900	5,000	20	5,000	5,000
52-5200-54600	ADVERTISING/PROMOTIONS	29,971	17,428	81,267	16,829	25,708	92,678
52-5200-54998	PAYMENT OF SERVICES	85,000	85,000	120,000	90,000	120,000	120,000
52-5200-56151	NOTE PAYMENT ON THE BADGER BLD	176,733	192,613	188,075	141,056	188,075	188,125
52-5200-56152	DEBT SERVICE 281 COMM PARK	-	26,856	161,139	120,854	161,139	161,139
52-5200-56400	BOND FEES	400	400	-	-	-	-
52-5200-57000	NON CAPITAL - SMALL EQUIPMENT	-	-	-	1,037	1,037	-
52-5200-57210	COVID 19 LOAN PROGRAM	272,652	-	-	-	-	-
52-5200-57530	PROPERTY TAXES	-	-	15,000	13,535	13,535	15,000
52-5200-57700	TRAVEL & TRAINING	1,682	50	15,000	58	58	15,000
52-5200-57720	RETENTION/EDUCATION PROGRAM	-	5,000	15,000	5,000	5,000	15,000
52-5200-57800	SPECIAL EVENTS & FESTIVALS	7,696	79,169	125,000	-	-	125,000
52-5200-57801	SPECIAL EVENTS & FESTIVALS	-	195	-	-	-	-
52-5200-58410	BADGER BUILDING/PARKING LOT	309,006	245	10,000	20	20	350,000
52-5200-58500	C/O - LAND/PROPERTY ACQUISITION/I	-	-	400,000	-	-	10,000
52-5200-58510	13 ACRE COMMERCIAL TRACT-281S	100,048	391,883	1,600,000	862,502	862,502	225,000
52-5200-58520	21 ACRE COMMERCIAL PROPERTY	167,583	20,838	10,000	266	266	300,000
52-5200-58999	MYTOWN HOUSING PROGRAM	-	-	15,000	-	-	15,000
	APPROVED CAPITAL PROJECTS						700,000
	EARLY PAYOFF OF 281 COMM DEBT			1,000,000			1,100,000
TOTAL EXPENSES		\$ 1,155,637	\$ 824,627	\$ 3,795,481	\$ 1,261,723	\$ 1,415,930	\$ 3,472,442
NET							
		\$ 450,806	\$ 613,699	\$ 213,936	\$ 360,986	\$ 454,547	\$ 292,341

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$ 954,586	\$ 983,224	\$ 1,012,721	\$ 1,043,102	\$ 1,074,395
5,050	5,101	5,152	5,203	5,255
-	-	-	-	-
90,900	91,809	92,727	93,654	94,591
66,660	67,327	68,000	68,680	69,367
2,020	2,040	2,061	2,081	2,102
196,950	198,920	200,909	202,918	204,947
1,111,000	1,122,110	1,133,331	1,144,664	1,156,111
1,393,800	1,407,738	1,421,815	1,436,034	1,450,394
\$ 3,820,966	\$ 3,878,268	\$ 3,936,715	\$ 3,996,336	\$ 4,057,162
2,525	2,550	2,576	2,602	2,628
505	510	515	520	526
32,825	33,153	33,485	33,820	34,158
5,050	5,101	5,152	5,203	5,255
93,605	94,541	95,487	96,441	97,406
121,200	122,412	123,636	124,872	126,121
190,006	191,906	193,825	195,764	197,721
162,750	164,378	166,021	167,682	169,358
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-	-	-	-	-
-	-	-	-	-
15,150	15,302	15,455	15,609	15,765
15,150	15,302	15,455	15,609	15,765
15,150	15,302	15,455	15,609	15,765
126,250	127,513	128,788	130,076	131,376
-	-	-	-	-
353,500	357,035	360,605	364,211	367,854
10,100	10,201	10,303	10,406	10,510
227,250	229,523	231,818	234,136	236,477
303,000	306,030	309,090	312,181	315,303
15,150	15,302	15,455	15,609	15,765
707,000	714,070	721,211	728,423	735,707
1,111,000	1,122,110	1,133,331	1,144,664	1,156,111
\$ 3,507,166	\$ 3,542,238	\$ 3,577,660	\$ 3,613,437	\$ 3,649,571
\$ 313,800	\$ 336,030	\$ 359,054	\$ 382,899	\$ 407,590



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
60 - DEBT SERVICE FUND							
DEBT SERVICE FUND							
60-1111-4605	INTEREST EARNED	688	447	500	125	165	200
60-1111-4840	TRANSFER FROM OTHER FUNDS	1,023,413	1,028,498	1,052,183	789,625	1,052,183	1,061,517
TOTAL REVENUE		\$ 1,024,101	\$ 1,028,945	\$ 1,052,683	\$ 789,750	\$ 1,052,348	\$ 1,061,717

EXPENSES:

GENERAL ADMINISTRATION

60-1111-56100	AIRPORT PRINCIPLE 1998 C/O'S	-	-	35,000	-	35,000	40,000
60-1111-56120	WATER & SEWER PRINCIPLE 2004	10,000	-	-	-	-	-
60-1111-56127	RDA BONDS PRINCIPLE	26,000	-	-	-	-	-
60-1111-56128	RDA LOAN PRINCIPLE 2006	20,000	-	-	-	-	-
60-1111-56135	REFUNDING 2008 PRINCIPLE	40,000	-	-	-	-	-
60-1111-56140	TWDB PRINCIPLE LOAN #1	395,000	395,000	395,000	395,000	395,000	395,000
60-1111-56141	TWDB PRINCIPLE LOAN #2	345,000	345,000	340,000	340,000	340,000	340,000
60-1111-56142	TWDB - SHERRARD STREET PAD	10,000	15,000	15,000	-	15,000	15,000
60-1111-56144	SSS LOAN	40,000	35,000	35,000	-	35,000	40,000
60-1111-56152	BOK REFUNDING GO2021 PRINCIPLE	-	115,000	-	-	-	-
60-1111-56200	AIRPORT INTEREST 1998 C/O'S	-	-	23,069	11,406	23,069	21,863
60-1111-56220	WATER & SEWER INTEREST 2004	19,125	9,338	-	-	-	-
60-1111-56227	RDA BONDS INTEREST	45,405	22,118	-	-	-	-
60-1111-56228	RDA LOAN INT 2006	35,393	17,284	-	-	-	-
60-1111-56235	REFUNDING 2008 INTEREST	7,989	3,370	-	-	-	-
60-1111-56242	TWDB INTEREST-SHERRARD ST PA	446	356	189	95	189	189
60-1111-56244	SSS LOAN INTEREST	24,688	28,025	26,625	-	26,625	25,575
60-1111-56352	BOK REFUNDING GO2021 INTEREST	-	15,626	-	-	-	-
60-1111-57410	SERVICE FEES	1,300	1,450	1,300	1,340	1,340	1,340
SUBTOTAL		\$ 1,020,344	\$ 1,002,565	\$ 871,183	\$ 747,841	\$ 871,223	\$ 878,967

ELECTRIC

60-4100-56152	REFUNDING GO 2021 ELECTRIC PRINCI	-	-	45,000	-	45,000	50,000
60-4100-56352	REFUNDING GO 2021 ELECTRIC INTER	-	-	4,350	2,175	4,350	3,000
SUBTOTAL		\$ -	\$ -	\$ 49,350	\$ 2,175	\$ 49,350	\$ 53,000

WATER

60-4200-56152	REFUNDING GO 2021 WATER PRINCIP	-	-	30,800	-	30,800	30,800
60-4200-56352	REFUNDING GO 2021 WATER INTERES	-	-	27,126	27,076	27,126	26,202
SUBTOTAL		\$ -	\$ -	\$ 57,926	\$ 27,076	\$ 57,926	\$ 57,002

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
500	500	500	500	500
1,045,127	989,427	989,427	984,227	979,077
\$ 1,045,627	\$ 989,927	\$ 989,927	\$ 984,727	\$ 979,577

40,000	40,000	40,000	40,000	40,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
395,000	395,000	395,000	395,000	395,000
340,000	340,000	340,000	340,000	340,000
-	-	-	-	-
40,000	40,000	45,000	45,000	45,000
-	-	-	-	-
20,263	19,363	18,613	17,913	17,263
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
189	189	189	189	189
24,425	23,375	21,375	19,125	16,875
-	-	-	-	-
1,300	1,300	1,300	1,300	1,300
\$ 861,177	\$ 859,227	\$ 861,477	\$ 858,527	\$ 855,627

50,000	-	-	-	-
1,500	-	-	-	-
\$ 51,500	\$ -	\$ -	\$ -	\$ -

33,000	33,000	33,000	33,000	33,000
25,278	24,288	23,298	22,308	21,318
\$ 58,278	\$ 57,288	\$ 56,298	\$ 55,308	\$ 54,318



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
60 - DEBT SERVICE FUND							
DEBT SERVICE FUND							
SEWER							
60-4210-56152	REFUNDING GO 2021 SEWER PRINCPL	-	-	39,200	-	39,200	39,200
60-4210-56352	REFUNDING GO 2021 SEWER INTERES	-	-	34,524	17,262	34,524	33,348
SUBTOTAL		\$ -	\$ -	\$ 73,724	\$ 17,262	\$ 73,724	\$ 72,548
OTHER							
60-5100-56116	REFUNDING 2021 CONTR	-	20,322	-	-	-	-
60-5100-56251	BOND ISSUANCE FEES	-	5,755	-	-	-	-
SUBTOTAL		\$ -	\$ 26,077	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 1,020,344	\$ 1,028,642	\$ 1,052,183	\$ 794,353	\$ 1,052,223	\$ 1,061,517
NET		\$ 3,757	\$ 303	\$ 500	\$ (4,604)	\$ 125	\$ 200

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
42,000	42,000	42,000	42,000	42,000
32,172	30,912	29,652	28,392	27,132
\$ 74,172	\$ 72,912	\$ 71,652	\$ 70,392	\$ 69,132
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,045,127	\$ 989,427	\$ 989,427	\$ 984,227	\$ 979,077
\$ 500	\$ 500	\$ 500	\$ 500	\$ 500



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
63 - SELF FUNDED							
63-1111-4605	INTEREST EARNED	-	30	-	1,260	1,260	1,400
63-1111-4606	INTEREST EARNED (old)	2,759	774	1,200	213	213	-
63-1111-4840	TRANSFER FROM OTHER FUNDS	821,541	660,995	733,967	550,476	733,967	813,133
63-1111-4899	TRANSFER FROM RESERVES	-	-	285,633	-	204,621	230,467
63-1111-4950	SALE OF ASSETS	3,948	-	-	-	-	-
63-1640-4952	SALE OF EQUIPMENT	-	-	-	19,738	19,738	-
TOTAL REVENUES		\$ 828,248	\$ 661,799	\$ 1,020,800	\$ 571,687	\$ 959,799	\$ 1,045,000
EXPENSES:							
POLICE							
63-1600-57000	NON CAPITAL - SMALL EQUIPMENT	-	-	-	11,887	11,887	-
63-1600-58100	C/O - VEHICLES	237,977	131,118	265,000	6,842	253,113	235,000
SUBTOTAL		\$ 237,977	\$ 131,118	\$ 265,000	\$ 18,728	\$ 265,000	\$ 235,000
FIRE							
63-1640-58000	C/O - EQUIPMENT	-	-	57,500	36,772	57,500	60,500
63-1640-58046	VENTILATORS	(670)	-	-	-	-	-
63-1640-58070	ZOLL MONITORS	32,473	-	-	-	-	-
63-1640-58100	C/O - VEHICLES	46,525	-	288,000	-	288,000	302,500
63-1640-58171	AMBULANCE	190,295	9,773	-	-	-	-
63-1640-58190	TRANSPORT VAN	70,924	-	-	-	-	-
SUBTOTAL		\$ 339,547	\$ 9,773	\$ 345,500	\$ 36,772	\$ 345,500	\$ 363,000
STREET							
63-1700-58100	C/O - VEHICLES	-	-	54,000	44,050	54,000	90,000
SUBTOTAL		\$ -	\$ -	\$ 54,000	\$ 44,050	\$ 54,000	\$ 90,000
PARKS							
63-1800-57000	NON CAPITAL - SMALL EQUIPMENT	-	-	1,250	1,250	1,250	-
63-1800-58000	C/O - EQUIPMENT	-	-	28,750	27,130	28,750	30,000
63-1800-58100	C/O - VEHICLES	-	-	-	-	-	38,000
63-1800-58082	MOWERS-PARKS	26,265	-	-	-	-	-
SUBTOTAL		\$ 26,265	\$ -	\$ 30,000	\$ 28,380	\$ 30,000	\$ 68,000
ENGINEERING							
63-1700-58100	C/O - VEHICLES	-	-	-	-	-	45,000
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
63 - SELF FUNDED							
ELECTRIC							
63-1800-58000	C/O - EQUIPMENT	-	-	-	-	-	25,000
63-4100-58100	C/O - VEHICLES	-	216	55,000	54,296	55,000	-
TOTAL		\$ -	\$ 216	\$ 55,000	\$ 54,296	\$ 55,000	\$ 25,000
WATER							
63-4200-58053	MOWERS-WWW	-	11,873	-	-	-	-
63-4200-58100	C/O - VEHICLES	39,500	-	118,000	42,999	42,999	45,000
SUBTOTAL		\$ 39,500	\$ 11,873	\$ 118,000	\$ 42,999	\$ 42,999	\$ 45,000
GOLF COURSE							
63-4300-58000	C/O - EQUIPMENT	-	-	167,300	-	167,300	174,000
63-4300-58012	FAIRWAY MOWER-GOLF	-	-	-	-	-	-
63-4300-58042	BALL PICKER/SOD CUTTER	-	6,386	-	-	-	-
63-4300-58044	CORE HARVESTOR	44,070	-	-	-	-	-
63-4300-58050	BLOWER-GOLF	5,644	-	-	-	-	-
63-4300-58059	UTILITY VEHICLE-GOLF	-	-	-	-	-	-
63-4300-58062	GOLF CARTS	-	209,018	-	-	-	-
63-4300-58077	GREENS MOWER-GOLF	-	-	-	-	-	-
63-4300-58079	TOP DRESSER-GOLF	23,948	-	-	-	-	-
SUBTOTAL		\$ 73,662	\$ 215,404	\$ 167,300	\$ -	\$ 167,300	\$ 174,000
TOTAL EXPENSES		\$ 716,951	\$ 368,384	\$ 1,034,800	\$ 225,226	\$ 959,799	\$ 1,045,000
NET		\$ 111,297	\$ 293,416	\$ (14,000)	\$ 346,461	\$ 0	\$ (0)

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -



2022-2023 BUDGET WORKSHEET

Account	Account Name	2019-2020 Actual	2020-2021 Actual	2021-2022 Current Budget	2021-2022 Actual thru June	EOY Projection	2022-2023 Proposed Budget
70 - INTEREST & SINKING FUND							
INTEREST & SINKING FUND							
70-1111-4005	CURRENT TAXES REAL PROPERTY	388,846	343,214	429,978	524,146	525,000	646,244
70-1111-4010	DELINQUENT TAXES REAL PROPERTY	3,711	5,414	-	3,718	4,000	-
70-1111-4015	PENALTY & INTEREST	3,260	3,895	-	3,504	4,000	-
70-1111-4605	INTEREST EARNED	336	159	200	122	130	200
70-1111-4846	TRANSFER FROM RESERVE	-	1,146,972	60,000	-	-	150,338
TOTAL REVENUE		\$ 396,153	\$ 1,499,654	\$ 490,178	\$ 531,489	\$ 533,130	\$ 796,782
GENERAL ADMINISTRATION							
70-1111-56130	TIB C/O 2013	145,000	1,296,972	-	-	-	-
70-1111-56230	TIB C/O 2013 INTEREST	29,913	26,682	-	-	-	-
70-1111-56150	PD LOAN PRINCIPLE	120,000	105,000	110,000	-	110,000	115,000
70-1111-56196	PD LOAN INTEREST	74,276	84,331	80,131	40,066	80,131	76,831
70-1111-56298	CO 2021 - CITY HALL PRINC	-	-	185,000	-	185,000	190,000
70-1111-56352	CO 2021 - CITY HALL INTEREST	-	-	114,847	56,972	114,847	108,413
	CO 2022 STREETS PRINC	-	-	-	-	-	135,000
	CO 2022 STREETS INT	-	-	-	-	-	171,338
TOTAL EXPENSES		\$ 369,189	\$ 1,512,984	\$ 489,978	\$ 97,038	\$ 489,978	\$ 796,582
NET		\$ 26,964	\$ (13,331)	\$ 200	\$ 434,451	\$ 43,152	\$ 200

5 YEAR PROJECTED BUDGET				
2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
798,938	800,038	798,444	796,356	798,944
-	-	-	-	-
-	-	-	-	-
200	200	200	200	200
-	-	-	-	-
\$ 799,138	\$ 800,238	\$ 798,644	\$ 796,556	\$ 799,144
-	-	-	-	-
-	-	-	-	-
120,000	120,000	130,000	135,000	140,000
73,525	70,375	64,375	57,875	51,125
200,000	205,000	205,000	210,000	215,000
100,813	96,313	92,469	88,881	85,469
125,000	135,000	140,000	145,000	155,000
179,600	173,350	166,600	159,600	152,350
\$ 798,938	\$ 800,038	\$ 798,444	\$ 796,356	\$ 798,944
\$ 200	\$ 200	\$ 200	\$ 200	\$ 200



Finance

ITEM 4.2

Patricia Langford
Director of Finance
(512)-756-6093 ext. 3205
plangford@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: Vote on the maximum tax rate that would be considered for implementation of the FY 2022-2023 budget and schedule the public hearing on the proposed tax rate if required. P. Langford

Background: Senate Bill 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, made significant changes to the property tax rate setting process. Primarily, it lowers the tax rate the City can adopt without voter approval. It also requires that the City calculate and submit the “No-New-Revenue” and “Voter-Approval” tax rates to the council by August 7th or as soon as practicable. Attached are the “2022 CBU Tax Rate Worksheets” and the “CBU Notice of Tax Rates 2022” provided by Stan Hemphill, Burnet County Chief Appraiser. Definitions and tax rates for FY 2022-2023 are as follows:

No-New-Revenue tax rate (NNR): The tax rate that will generate the same amount of tax revenue as the previous year from the same property. This rate serves as the benchmark from which all Truth-in-Taxation requirements are measured. The NNR rate for FY 2022-2023 is \$0.5267/\$100.

Voter-Approved Tax Rate: The maximum tax rate the City may adopt without requiring an election (or being subject to a petition from the voters to conduct a voter-approval election depending on the de minimis rate). The voter-approved tax rate for FY 2022-2023 is \$0.6195/\$100.

Debt Tax Rate: The rate required to generate revenue to meet debt service requirements. The debt tax rate for FY 2022-2023 is \$0.1109/\$100.

De Minimis Rate: This rate was added to allow smaller cities (with a population under \$30,000) some

flexibility to adopt a tax rate that generates \$500,000 more in property tax revenue than the previous year. The de minimis tax rate for FY 2022-2023 is \$0.6462/\$100.

Information:

The proposed budget is supported by a tax rate equal to \$0.6131/\$100 which is the current tax rate. It is lower than the “Voter-Approval” tax rate of \$0.6195/\$100 but higher than the “No-New-Revenue” tax rate of \$0.5267/\$100. If the council intends to adopt a tax rate that exceeds the “No-New-Revenue” tax rate, the Council must vote to propose a tax increase and set the time and place for the required public hearing on the tax increase. If the council wanted to adopt a tax rate higher than the “Voter-Approval” tax rate but under the “De Minimis” rate, the City would be subject to a petition from the voters to conduct a voter-approval election.

At this time, the City Council is not actually setting the tax rate. The purpose of this vote is to establish the upper threshold for the tax rate that the City Council will consider when the actual vote is required on August 23, 2022. At that time, the City Council may consider any rate up to the amount that is approved at this time but may not exceed that rate.

Fiscal Impact:

If the City of Burnet adopts the proposed tax rate of \$0.6131/\$100, and assumes a 95.5% collection rate, the city would receive an estimated \$466,000 more in M&O and an additional \$121,000 in I&S ad valorem tax over the current year projection due to increased valuations and growth.

This year each \$0.01 increase in the tax rate generates approximately \$60,000 in property taxes.

Recommendation:

Staff recommends that the council consider proposing a tax rate of \$.6131/\$100 and schedules the public hearing and vote for the August 23rd, 2022 council meeting to be held at the council chambers at 6:00 o'clock p.m.

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Burnet	(512) 756-6093
Taxing Unit Name	Phone (area code and number)
TX	www.cityofburnet.com
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceiling (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 630,600,444
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 151,622,573
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 478,977,871
4.	2021 total adopted tax rate.	\$ 0.6131 / \$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value. <div style="margin-left: 20px;"> A. Original 2021 ARB values: \$ 0 B. 2021 values resulting from final court decisions: - \$ 0 C. 2021 value loss. Subtract B from A.³ </div>	\$ 0
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25. <div style="margin-left: 20px;"> A. 2021 ARB certified value: \$ 0 B. 2021 disputed value: - \$ 0 C. 2021 undisputed value. Subtract B from A.⁴ </div>	\$ 0
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ <u>478,977,871</u>
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ <u>0</u>
10.	2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2021 market value: \$ <u>499,092</u> B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value: + \$ <u>1,049,587</u> C. Value loss. Add A and B. ⁶	\$ <u>1,548,679</u>
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. A. 2021 market value: \$ <u>0</u> B. 2022 productivity or special appraised value: - \$ <u>0</u> C. Value loss. Subtract B from A. ⁷	\$ <u>0</u>
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ <u>1,548,679</u>
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ <u>0</u>
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ <u>477,429,192</u>
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ <u>2,927,118</u>
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ <u>1,238</u>
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ <u>2,928,356</u>
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ <u>722,157,038</u> B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ <u>0</u> C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ <u>0</u> D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ <u>0</u> E. Total 2022 value. Add A and B, then subtract C and D.	\$ <u>722,157,038</u>

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>35,537,674</u> B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u> C. Total value under protest or not certified. Add A and B. \$ <u>35,537,674</u>	
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>175,037,402</u>
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>582,657,310</u>
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ <u>693,904</u>
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ <u>26,000,000</u>
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ <u>26,693,904</u>
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ <u>555,963,406</u>
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.5267</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ <u>0.0000</u> /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ <u>0.5216</u> /\$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>478,977,871</u>

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ <u>2,498,348</u>
31.	Adjusted 2021 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ <u>1,100</u> B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ <u>0</u> C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ <u>0</u> D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ <u>1,100</u> E. Add Line 30 to 31D.	\$ <u>2,499,448</u>
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>555,963,406</u>
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ <u>0.4495</u> /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ <u>0</u> B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ <u>0</u> B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100

²² [Reserved for expansion]²³ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u> B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> / \$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> / \$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ <u>0.0000</u> / \$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ <u>0</u> B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> / \$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> / \$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ <u>0.0000</u> / \$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ <u>0</u> B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ <u>0</u> C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0.0000</u> / \$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> / \$100
39.	Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ <u>0.4495</u> / \$100
40.	Adjustment for 2021 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>882,000</u> B. Divide Line 40A by Line 32 and multiply by \$100 \$ <u>0.1586</u> / \$100 C. Add Line 40B to Line 39.	\$ <u>0.6081</u> / \$100
41.	2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ <u>0.6293</u> / \$100

²⁵ Tex. Tax Code § 26.0442²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ <u>0.0000</u> /\$100
42.	Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ <u>760,744</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ <u>10,884</u> C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0</u> D. Subtract amount paid from other resources - \$ <u>0</u> E. Adjusted debt. Subtract B, C and D from A.	\$ <u>749,860</u>
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>103,616</u>
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ <u>646,244</u>
45.	2022 anticipated collection rate. A. Enter the 2022 anticipated collection rate certified by the collector. ³⁰ <u>100.00</u> % B. Enter the 2021 actual collection rate. <u>101.70</u> % C. Enter the 2020 actual collection rate. <u>100.77</u> % D. Enter the 2019 actual collection rate. <u>100.00</u> % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	<u>100.00</u> %
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>646,244</u>
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>582,657,310</u>
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.1109</u> /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>0.7402</u> /\$100
D49.	Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ <u>0.0000</u> /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ <u>0.0000</u> /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ <u>882,000</u>
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>582,657,310</u>
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ <u>0.1513</u> /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.5267</u> /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ <u>0.0000</u> /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.7402</u> /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>0.5889</u> /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

Not Applicable

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ <u>0</u>
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0.0000</u> /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ <u>0.0000</u> /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(j)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(f)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2021;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2023, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ <u>0.0256</u> /\$100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	\$ <u>0.0050</u> /\$100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	\$ <u>0.0000</u> /\$100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ <u>0.0306</u> /\$100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>0.6195</u> /\$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ <u>0.4495</u> /\$100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>582,657,310</u>
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>0.0858</u> /\$100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.1109</u> /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ <u>0.6462</u> /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

Not Applicable

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2023

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.0000</u> /\$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0.0000</u> /\$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ <u>0.0000</u> /\$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ <u>0</u>
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ <u>0.0000</u> /\$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ <u>0.0000</u> /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.5267/\$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 26

Voter-approval tax rate. \$ 0.6195/\$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67

De minimis rate. \$ 0.6462/\$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code. ⁵⁰

print
here

Stan Hemphill

Printed Name of Taxing Unit Representative

sign
here

Taxing Unit Representative

07/28/2022

Date

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

Notice About 2022 Tax Rates

(current year)

Property Tax Rates in _____ City of Burnet
(taxing unit's name)

This notice concerns the 2022 property tax rates for _____ City of Burnet
(current year) (taxing unit's name)

This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

Taxing units preferring to list the rates can expand this section to include an explanation of how these tax rates were calculated.

This year's no-new-revenue tax rate \$ 0.526700 /\$100

This year's voter-approval tax rate \$ 0.619500 /\$100

To see the full calculations, please visit www.burnet-cad.org for a copy of the Tax Rate Calculation Worksheet.
(website address)

Unencumbered Fund Balances

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance (\$)
I&S Fund	\$114,500

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes (\$)	Interest to be Paid From Property Taxes (\$)	Other Amounts to be Paid (\$)	Total Payment (\$)
2021 CITY HALL	\$190,000	\$108,413	0	\$298,413
2019 POLICE DEPARTMENT	\$115,000	\$76,831	0	\$191,831
STREET BOND	\$105,000	\$165,500	0	\$270,500

(expand as needed on the last page)

Total required for <u>2022</u> debt service.....	\$	<u>760,744</u>
(current year)		
- Amount (if any) paid from funds listed in unencumbered funds	\$	<u>10,884</u>
- Amount (if any) paid from other resources	\$	<u>0</u>
- Excess collections last year	\$	<u>103,616</u>
= Total to be paid from taxes in <u>2022</u>	\$	<u>646,244</u>
(current year)		
+ Amount added in anticipation that the taxing unit will collect		
only <u>100.000000</u> % of its taxes in <u>2022</u>	\$	<u>0</u>
(collection rate) (current year)		
= Total Debt Levy	\$	<u>646,244</u>

Voter-Approval Tax Rate Adjustments**State Criminal Justice Mandate**

The _____ County Auditor certifies that _____ County has spent \$ _____ (minus any amount
(county name) (county name) (amount)
received from state revenue for such costs) in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. _____ County Sheriff has provided _____ information on these costs,
(county name) (county name)
minus the state revenues received for the reimbursement of such costs. This increased the voter-approval tax rate by \$ _____ /\$100.
(amount of increase)

Indigent Health Care Compensation Expenditures

The _____ spent \$ _____ from July 1 _____ to Jun 30 _____
(county name) (amount) (prior year) (current year)
on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ _____. This increased the voter-approval tax rate by \$ _____ /\$100.

Indigent Defense Compensation Expenditures

The _____ spent \$ _____ from July 1 _____ to June 30 _____
(county name) (amount) (prior year) (current year)
to provide appointed counsel for indigent individuals, less the amount of state grants received by the county. In the preceding year, the county spent \$ _____ for indigent defense compensation expenditures. The amount of increase above last year's indigent defense expenditures is
(amount)
\$ _____. This increased the voter-approval rate by \$ _____ /\$100 to recoup _____.
(amount of increase) (amount of increase) (use one phrase to complete sentence: the increased expenditures, or 5% more than the preceding year's expenditures)

The _____ spent \$ _____ from July 1 _____ to June 30 _____
(name of taxing unit) (amount) (prior year) (current year)

on expenditures to maintain and operate an eligible county hospital. In the preceding year, the _____
(taxing unit name)

spent \$_____ for county hospital expenditures. For the current tax year, the amount of increase above last year's expenditures is _____.

\$_____. This increased the voter-approval tax rate by _____ /\$100 to recoup _____.
(amount of increase) (use one phrase to complete sentence: the increased expenditures, or 8% more than the preceding year's expenditures)

This notice contains a summary of the no-new-revenue and voter-approval calculations as

certified by Stan Hemphill, Chief Appraiser, 07/28.2022
(designated individual's name and position) (date)

Current Year Debt Service Extended Table

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

[illegible]

PROPOSED TAX RATE

FOR 2022-2023 BUDGET



CITY OF BURNET PROPOSED TAX RATE FOR 2022-2023 BUDGET

Current Property Tax
Rate - \$.6131/100

Proposed Tax Rate -
\$.6131/100

No-New-Revenue Tax Rate \$.5267/100

- Will generate the same amount of tax revenue as the previous year from the same property.

Voter – Approved Tax Rate \$.6195/100

- Maximum tax rate the City may adopt without automatically requiring an election.

De Minimis Tax Rate \$.6462/100

- Added for smaller cities (population < 30K) to allow them to adopt a tax rate that generates \$500,000 more in property tax revenue than in the previous year without automatically requiring an election.

CITY OF BURNET Proposed Tax rate for 2022-2023 budget

Tonight's vote will establish the maximum tax rate that the City Council may consider adopting when the actual vote is scheduled. Council may consider any rate up to the amount that is approved tonight but may not exceed it.



Staff recommends that council consider:

- Proposing a tax rate of \$.6131/100
- Schedules the public hearing and actual vote for the August 23, 2022 regular council meeting to be held at the council chambers at 6:00 o'clock.

The background of the slide is a dark, textured surface covered with numerous 3D question marks. Some question marks are in sharp focus, while others are blurred in the background, creating a sense of depth. The lighting is soft, highlighting the three-dimensional nature of the symbols.

■ Questions?



Police Department

ITEM 4.3

Brian Lee
Police Chief
512 756-6404
blee@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: Authorize renewal of the Animal Shelter/Adoption Center agreement with the Hill Country Humane Society: B. Lee

Background: The City currently contracts with the Hill Country Humane Society for the housing of animals picked up by animal control.

Information: Hill Country Humane Society houses animals our animal control can not return to owners or **that need to be quarantined. The cost**

Fiscal Impact Approximately \$43,750 for FY 22/23.

Recommendation: Staff recommends a motion to authorize the City Manager to execute the animal shelter/adoption center agreement with the Hill Country Humane Society.

ANIMAL SHELTER/ADOPTION CENTER AGREEMENT HILL COUNTRY HUMANE SOCIETY

This agreement ("Agreement") is made this day by and between the CITY OF BURNET (herein called "Entity") and the HILL COUNTRY HUMANE SOCIETY (herein called "Contractor") as follows:

WHEREAS, the Entity is authorized pursuant to Texas Health and Safety Code §826.016, to enter a contract for services; and

WHEREAS, Contractor is a non-profit charitable organization dedicated to the prevention of cruelty to animals and is subject to the Texas Charitable Immunity and Liability Act;

- 1) **Animal Shelter/Adoption Center.** Contractor shall furnish an animal shelter/adoption center sufficient to meet State requirements, and enable Contractor to provide the services stated herein.
- 2) **Operation.** Contractor shall own, operate, and maintain the animal shelter/adoption center in a businesslike manner, in compliance with State regulations and in a manner comparable with other similar shelters. For the purposes of this Agreement, the term animal ("Animal") shall only include cats and dogs. Without limiting the generality of the foregoing, the operations shall include:
 - A. The shelter shall be open for the delivery of Animals by Animal Control Officers (ACO'S) or other Entity designated agents seven (7) days per week during the hours of **7:00 am – 3:00 pm** *(Animals need to be delivered to the shelter no later than 3:00 pm to permit processing and evaluation of the Animal and kennel set-up)* with the exception of Thanksgiving Day, Christmas Day, New Year's Day and Easter when the shelter will be open for delivery between 7:00 am - 10:00 am and 2:00 pm - 3:00 pm.
 - B. The Entity will be charged an after-hours service charge of \$150.00 per service trip for after-hours service. For the purposes of this Agreement, after-hours shall apply to the intake of any Animal(s) after 3:00pm.
 - C. The shelter shall be open to the public to reclaim or adopt Animals on days and times as approved by the Contractor's Board from time to time.
 - D. The Contractor shall provide routine daily care of Animals at the shelter, including weekends and holidays.
 - E. The Contractor will render euthanasia services and Animal disposal services in accordance with State law, and such that the shelter will be operated on a businesslike and uncrowded basis.

- F. The Contractor will require those persons adopting an Animal to sign an agreement to spay/neuter the adopted Animal.
 - G. It is mutually agreed that any and all donations, contributions, or any other thing of value given to the shelter or its agents, as a result of any service performed in carrying out the provisions of this Agreement, and which is in excess of the amounts properly chargeable for such service shall be credited to the shelter.
 - H. It is mutually agreed that the Contractor shall provide facilities for rabies observation ("Quarantine") for up to eight dogs and four cats. Animals delivered to the shelter by the Entity for Quarantine shall be quarantined for a period of time as required by state law. Any Animal held for Quarantine shall not be counted against the number of Animals provided for in Section 6 of this Agreement if the Shelter receives payment in-full from the owners of the Animals.
 - I. Wild animals (non-domestic animals) and/or cats/dogs (domestic animals) brought in for decapitation and/or submission to Texas Department of Health will be charged per animal at a rate of **\$150** per animal. Shelter staff will not decapitate and submit domestic or non-domestic animals that have been dead, unrefrigerated and/or began decomposition or frozen.
 - J. It is mutually agreed that the Contractor shall have the sole and exclusive right to determine the responsibility of persons offering to become owners of unclaimed Animals and the suitability of homes offered. The Contractor shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.
 - K. Any Animal that gives birth within sixty (60) days of being delivered to the shelter shall be deemed to have been pregnant at the time of delivery. Each puppy and/or kitten born to an Animal within such period shall be counted as a separate Animal under the terms and conditions of this Agreement and shall be included in the number of Animals accounted for under Section 6 of this Agreement.
- 3) **Shelter Fees.** The fees charged to those persons adopting, or reclaiming, an Animal shall be determined by the Contractor. The Contractor is authorized to charge, collect, and retain all fees collected. Further, the Contractor may require the owner of every impounded Animal to pay all applicable fees including vaccination fees of an impounded Animal which has not been inoculated as appropriate and to have such Animal inoculated against rabies before redeeming such Animal.
- 4) **Animal Control.** The Entity shall maintain the animal control program and the Contractor shall have no responsibility therefore. The Contractor's responsibility for any Animal shall not commence until such Animal has been delivered to, and accepted by, the shelter.
- 5) **Impoundment.** Animals seized within the Entity's jurisdiction by its duly appointed agents may be delivered to the shelter, to be impounded under the exclusive control and

custody of the Contractor for periods of time as required by State Law. Every Animal, not claimed and redeemed by the owner before the expiration of three (3) days from the date of impoundment shall become the sole and exclusive property of the Contractor.

Neither the Entity nor any agency, nor agent of the Entity, nor of the State of Texas, nor any institution, corporation, nor individual shall have any claim or right to any Animal not claimed or redeemed.

The Entity agrees that the Contractor shall have the undisputed right, consistent with state law requirements, to humanely dispose of any Animal in its custody. Save and except, the Contractor shall hold an Animal Entity officials believe is dangerous until disposition of the Animal is determined according to state law. The Contractor shall not destroy the Animal without a release from the owner or an order of the court of competent jurisdiction upon final appeal.

- 6) **Entity Fees.** The Entity agrees to pay FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100's (\$43,750.00) for fiscal year Oct. 1, 2022 through Sept. 30, 2023 in quarterly payments of TEN THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS AND 50/100's (\$10,937.50). The payments shall begin Oct. 1, 2022 and continue through Sept. 30, 2023. The quarterly payment will be paid to the Contractor by the 1st day of the month of each quarter. If the number of Animals the Entity delivers to the shelter exceeds ONE HUNDRED SEVENTY FIVE (175) during the Entity's fiscal year, the Entity will be charged an additional charge of \$250.00 per Animal, billed on a monthly basis.
- 7) **Carryover.** In the event the Entity delivers fewer Animals to the shelter than provided for in Section 6 herein, the Entity shall receive a credit that may be applied to any overage charges for the number of Animals in the following year. Notwithstanding the foregoing, if the Entity reduces the number of Animals in next year's Agreement, this shall not apply. For example, if the entity has delivered 10 less Animals to the shelter than provided for in this year's Agreement and does not reduce its contractual number of Animals for the following year, then the Entity could deliver up to 10 more Animals in the following year without any additional cost. This provision shall retroactively apply to any Entity that executed an Agreement for their Fiscal Year 2021/22 as if it were specifically enumerated in such Agreement.
- 8) **Reports.** Contractor shall, by the fifteenth (15th) day of each month, provide the Entity with a monthly report showing the number and type of Animals taken in during the preceding month.
- 9) **Records.** The animal shelter/adoption center, its operation, books, and records shall be available for inspection and copying by the Entity at reasonable times and upon reasonable request. The shelter shall further be accessible for inspection, without notice, by the Texas Department of Health.

- 10) Default.** In the event the shelter fails to pass a State inspection conducted by State Officials, with written notice thereof to the Contractor, the Contractor shall have thirty (30) days within which to cure the same. If at the end of such thirty (30) days the default has not been cured then this Agreement may be terminated by the Entity.
- 11) Insurance.** The Contractor shall obtain a policy of fire and extended coverage insurance on the shelter improvements. The coverage of such policy shall be in the amount of the replacement cost of the improvements. The Contractor shall also obtain a policy of liability insurance, insuring the Society against liabilities arising out of the shelter operations. A copy of the current policies shall be available to the Entity upon request as well as proof that all current premiums have been paid.
- 12) Maintenance.** The Contractor shall maintain the shelter and tangible personal property incident thereto in a first-class condition substantially odor free, and in a well-kept appearance, reasonable wear and tear excepted.
- 13) Independent Contractor.** The Contractor, in the performance of its obligation hereunder, is an independent contractor. No employee or representative of the Contractor shall ever be deemed to be an employee or an agent of the Entity for any purpose whatsoever.
- 14) Term.** This Agreement shall begin on Oct 1, 2022 and end on September 30, 2023.
- 15) Notice.** All notices sent hereunder to the Contractor shall be sent in the United States Mail, postage prepaid to:

Contractor:	Hill Country Humane Society 9150 RR 1431 W Buchanan Dam, TX 78609
Entity:	City of Burnet Att: Chief of Police P.O. Box 1369 Burnet, TX 78611

- 16) Contractor Indemnification.** The Entity shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Contractor and the Contractor covenants and agrees that:
- A. The Contractor shall be solely responsible, as between the Contractor and the Entity and the agents, officers and employees of the Entity, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Contractor or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Contractor pursuant to this Agreement; and
 - B. To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold the Entity and its agents, officers and employees harmless

from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Entity, its agents, officers, employees, arising from any and all acts done or omitted to be done by Contractor, or the employees, agents, subcontractors or assigns of Contractor, in connection with the operation of the Contractor or the provision of service by the Contractor pursuant to this Agreement.

17) Entity Indemnification. The Contractor shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Entity and the Entity covenants and agrees that:

- A. The Entity shall be solely responsible, as between the Contractor and the Entity and the agents, officers and employees of the Contractor, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Entity or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Entity pursuant to this Agreement; and
- B. To the fullest extent permitted by law, the Entity hereby agrees to indemnify and hold the Contractor and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Contractor, its agents, officers, employees, arising from any and all acts done or omitted to be done by Entity, or the employees, agents, subcontractors or assigns of Entity, in connection with animal control of the Entity.

18) Immunity: No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the Entity or the Contractor nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party. Neither the Contractor, nor the Entity waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity or charitable immunity under the laws of the State of Texas or other legal defense to either contracting party as to any third party, under the laws of this State and/or the Entity's Charter (if applicable).

19) No Joint Venture, Agency, Joint Enterprise. This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

20) Amendments and Modifications. This Agreement may not be amended or modified except by written amendment executed by the Entity and the Contractor and authorized by their respective governing bodies.

- 21) **Entire Agreement.** This Agreement sets forth all of the agreements between the parties, and there are no other agreements, conditions, and understandings or representations, oral or written, other than those set forth herein. This Agreement may only be amended by a written instrument signed by both parties. This Agreement supersedes and cancels any prior Agreements.
- 22) **Non-funding Clause.** In the event no funds or insufficient funds are appropriated and budgeted, regardless of any other term in this Agreement, in any fiscal year for payment(s) due under this Agreement, the Entity will immediately notify the Contractor of such occurrence and this Agreement shall terminate within sixty (60) days of notice without penalty or expense to the Entity.
- 23) **Non Waiver.** Failure of any party hereto to terminate this Agreement or take any other action regarding a default, shall never have the effect of waiving any act of default, nor shall either party ever be estopped to claim an act of default.
- 24) **Texas Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Llano County, Texas. Venue shall lie exclusively in Burnet or Llano County, Texas.

EFFECTIVE as of this 9 day of August, 2022.

Crista Goble Bromley
Print Name
Mayor
Title

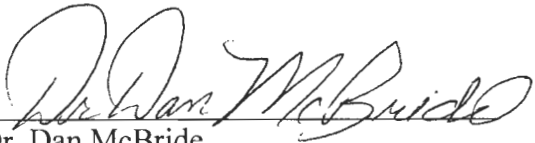
Signature

Witness:

Kelly Dix
Print Name

Signature

HILL COUNTY HUMANE SOCIETY

By: 
Dr. Dan McBride,
President



Public Works

ITEM 4.4

Eric Belaj
City Engineer
(512)-756-2402
ebelaj@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR: E. Belaj

Background: The City of Burnet and Burnet County have partnered up over past several years to resurface (chip seal) some of the streets within the city that have become dilapidated over time. The agreement is based on the County contributing labor and equipment up to \$15,000 and the City of Burnet purchasing the materials to complete the job chosen. For this year the City is asking the county to pave with approximately 1,100 Tons of Asphalt the roads of Shady Oak and N Rhomberg.

Information: This is simply our annual renewal of this agreement. This year's project is still to be determined.

Fiscal Impact: Based on the approved project, and it will be funded out of Capital Street Improvements.

Recommendation: Staff recommends approving Resolution R2022-64 as presented, and authorizing \$120,000 of additional funding.

RESOLUTION NO. R2022-64

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH BURNET COUNTY FOR MAINTENANCE AND REPAIR OF CITY STREETS FOR THE CURRENT FISCAL YEAR.

Whereas, the City and County are authorized under Texas Government Code Chapter 791 to enter into agreements for the performance of governmental services and functions; and

Whereas, the Commissioner's Court has approved the attached Inter-Local Agreement for the County to provide manpower and equipment in an amount not to exceed \$15,000.00 for maintenance and repair of City Streets for the current fiscal year; and

Whereas, City Council deems it within the Public Interest to enter into said agreement.

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

Section 1. Findings. That the recitals to this Resolution are incorporated herein for all purposes.

Section 2. Agreement approved. The Inter-Local Agreement by and between the City and County of Burnet, and attached hereto, is hereby approved.

Section 3. Authorization. The mayor is hereby authorized to execute the attached agreement on behalf of the City and execute ancillary documents and take such action as is reasonably necessary to facilitate the purposes of this Resolution. This resolution moreover authorizes the City Manager to make available an addition \$120,000 of funding for the Maintenance and Repairs of the City Streets.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, as modified by the governor's orders in response to the COVID-19 pandemic.

Section 5. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 9th day of August, 2022.

ATTEST:

CITY OF BURNET, TEXAS

Kelly Dix, City Secretary

Crista Goble Bromley, Mayor

INTER-LOCAL AGREEMENT BETWEEN
BURNET COUNTY, TEXAS
AND

THE CITY OF BURNET, TEXAS

This Agreement is made on the 9th day Of August, 2022 by and between the COUNTY OF BURNET, a political subdivision of the State of Texas, hereinafter referred to as "BURNET COUNTY" and the CITY OF BURNET, a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, the Inter-local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapters 791 of the Texas Government Code, for the performance of governmental functions and services and in accordance with Section 251.012 of the Texas Transportation Code. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, per state statute; and

WHEREAS, BURNET COUNTY provides these services to the citizens of BURNET COUNTY, and has the capacity to service the needs of the public citizens within the city limits of CITY; and

WHEREAS, BURNET COUNTY and CITY have investigated and determined the project discussed in this agreement would be advantageous and beneficial to both CITY and to BURNET COUNTY as public roadways are commonly used by county residents and thus said project serves a public purpose. The Burnet County Commissioners Court deems that this project results in benefits to the county; and

WHEREAS, the governing bodies of CITY and BURNET COUNTY desire to foster goodwill and cooperation between the two entities; and

WHEREAS, CITY and BURNET COUNTY, deem it to be in the best interest of both entities to enter into this Agreement relative to the project described above and for such other and additional services as the parties may subsequently agree to by the execution of separate agreements and in consideration of the mutual covenants contained herein, CITY and BURNET COUNTY agree as follows:

SERVICES TO BE PERFORMED

CITY agrees to engage BURNET COUNTY to assist the CITY with a Hotmix Overlay on selected city roads. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of \$15,000, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

DURATION OF AGREEMENT

Unless mutually initiated, cancelled, or terminated earlier than thirty (30) days written notice, this Agreement shall commence on the date of execution and shall expire upon the completion of the work performed and the compensation being provided over a maximum one year period or September 30, 2022, whichever occurs first.

COMPENSATION

BURNET COUNTY recognizes that "in kind" services shall be provided by CITY in consideration of this agreement. These "in kind" services may take place in the form of various acts and contributions. Amongst these types of services, CITY may provide excess material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed to serve a public purpose. Such compensation shall be provided upon request of COUNTY and upon a determination by CITY that said "in kind" services are available for use by COUNTY during the duration of this agreement. CITY's "in kind" compensation shall be limited to an amount not to exceed \$15,000 in value, per state statute.

RELATIONSHIP OF PARTIES

The parties intend that BURNET COUNTY, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither BURNET COUNTY, its agents, employees, volunteer help or any other person operating under this AGREEMENT, shall not be entitled to participate in any pension or other benefits that BURNET COUNTY provides its employees.

NOTICE TO PARTIES

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to BURNET COUNTY shall be sufficient if made or addressed to the office of the County Judge.

Notice to CITY shall be sufficient if made or addressed to the office of its City Manager/Administrator.

MISCELLANEOUS PROVISIONS

Indemnification:

CITY and COUNTY each agree to the extent allowed by law to promptly defend, indemnify and hold each other harmless from and against any and all claims, demands, suits causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of either party and their respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

Entire Agreement

This document contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or part, by either party without the prior written consent of the other party. Venue shall be in BURNET COUNTY, TEXAS.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Burnet, Texas

Burnet County, Texas

BY: _____
David Vaughn, City Manager

BY: _____
James Oakley, Burnet County Judge

DATE: _____

DATE: _____

ATTEST:

Kelly Dix, City Secretary

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the CITY OF BURNET

FOR

Assisting City with one course seal coat during FY 2022

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the CITY OF BURNET hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.

The proposed project is for BURNET COUNTY to: Assisting City with Hot Mix Overlay on select of city roads.

2. _____

3. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date: _____

County Judge, James Oakley

Attest:

County Clerk, Janet Parker

Ex officio clerk of the Burnet County Commissioners' Court



Administration

ITEM 4.5

David Vaughn
City Manager
512-715-3208
dvaughn@cityofburnet.com

Action

- Meeting Date:** August 9, 2022
- Agenda Item:** Discuss and consider action: 2022 Debt issuance for streets and water/wastewater projects: D. Vaughn
- Background:** The City is in the process of preparing to issue debt with the primary purpose of street replacement. These funds are being dual authorized for both streets and water/wastewater projects to provide Council with flexibility between funding mechanisms for various projects that are slated over the next couple of years.
- Information** The City's financial advisors need direction regarding the amount to be issued. Notices were published providing for up to \$6m in debt issuance, however staff is recommending to limit the debt to \$4m at this time.
- Fiscal Impact** Each \$1m in issuance increases I&S debt by approximately \$76,500 per year.
- Recommendation:** Staff recommends a motion to approve \$4m in debt issuance for street and water/wastewater projects.



Administration

ITEM 4.6

Adrienne Feild
Admin Services/Airport Manager
512.715.3214
afeild@cityofburnet.com

Agenda Item Brief

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; CHAPTER 18 (ENTITLED “AVIATION”) BY AMENDING ARTICLE II (ENTITLED “MUNICIPAL AIRPORT”) BY AND PROVIDING REVISIONS TO DIVISION 2 (ENTITLED “RULES AND REGULATIONS”); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE: A.Feild

Background: City staff has been tasked with preparing a comprehensive revision to the City Code Chapter 18, Articles I and II. Although the entire revision to the Articles is not ready for presentation to Council the revisions to the fee schedule are completed. The existing rates were last updated by ordinance in 2011. Staff conducted a survey of surrounding and similar size airports for comparable rates.

Information: Staff will notify the tenants of the rate increase by mail and by email 30 days before the effective date of the proposed increase.

Fiscal Impact:

	Term (months)	# of Leases	FY 22 Current Rate (monthly)	FY 23 (monthly)	FY 24 (monthly)		Current FY	FY 22/23	FY 23/24
Sun Shelters (1-20)	12	20	\$ 100	\$ 125	\$ 150		\$ 24,000	\$ 30,000	\$ 36,000
D Sun Shelters (DSS04 – DSS07)	12	4	200	200	200		9,600	9,600	9,600
Standard T-hangars	12	28	250	275	300		84,000	92,400	100,800
Community Hangar (DH01 – DH03)	12	3	250	275	300		9,000	9,900	10,800
Large T- hangar(B-9)	12	1	600	600	650		7,200	7,200	7,800
							\$ 133,800	\$ 149,100	\$ 165,000
								\$ 15,300	\$ 15,900

Recommendation: Approve and adopt Ordinance No. 2022-33 as presented.

ORDINANCE NO. 2022-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AMENDING THE CODE OF ORDINANCES; CHAPTER 18 (ENTITLED "AVIATION") BY AMENDING ARTICLE II (ENTITLED "MUNICIPAL AIRPORT") BY AND PROVIDING REVISIONS TO DIVISION 2 (ENTITLED "RULES AND REGULATIONS"); PROVIDING FOR PENALTY; PROVIDING CUMULATIVE, CORRELATIVE, REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff has been tasked with preparing a comprehensive revision to City Code Chapter 18, Articles I and II; and

WHEREAS, although the entire revision to the Articles is not ready for presentation to Council the revisions to the fee schedule are completed; and

WHEREAS, the existing rates were last updated in 2011.

WHEREAS, the Airport Manager conducted a survey of surrounding and similar size airports for comparable rates;

WHEREAS, to minimize the impact to tenants, the City desires to implement the new rates in two phases beginning October 1, 2022 and October 1, 2023; and

WHEREAS, City Council, finds, determines, and declares that publication of notice of this Ordinance, as required by Section 3.14 of the City Charter and the laws of the State of Texas, was made by the City Secretary within the period prescribed by Section 3.14; and

WHEREAS, City Council, finds, determines, and declares that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given as required by Chapter 551 of the Texas Government Code.

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

Section one. Findings. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section two. Amendment. The Code of Ordinances, Chapter 18 (entitled "*aviation*") is hereby amended by replacing the existing language in Section 18-41(3)c with the language that follows:

c. *Rent.* Storage hangar rent shall be paid monthly in advance in accordance

with the fee schedule included herein. Rent is due by the first day of the month and shall be considered past due at midnight on the tenth day of the month. A late charge of \$25.00 will be assessed for any monthly payment not received at the city hall by the tenth day of the month.

Fee Schedule A:

Note. Fee Schedule A shall be effective October 1, 2022 to September 30, 2023.

<u>Lease Description</u>	<u>Rate</u>	<u>Deposit*</u>
Short term Tie-down	\$0.00 Daily	\$0.00
Long term Tie-down**	\$75.00/month	\$75.00
Sun Shelters (1-20)	\$125.00/month	\$125.00
D Sun Shelters (DSS04 – DSS07)	\$200.00/month	\$200.00
Standard T-hangars	\$275.00/month	\$275.00
Community Hangar (DH01 – DH03)	\$275.00/month	\$275.00
Large T- hangar(B-9)	\$600.00/month	\$600.00
Long Term Auto Parking	\$240/year	\$0.00

*New deposit not applicable for Lessees which paid deposit prior to October 1, 2022.

**If aircraft remains over 7 days, the long-term lease charge will be assessed.

Fee Schedule B:

Note. Fee Schedule B shall be effective October 1, 2023 until such time as amended by City Council.

<u>Lease Description</u>	<u>Rate</u>	<u>Deposit*</u>
Short term Tie-down	\$0.00 Daily	\$0.00
Long term Tie-down**	\$100.00/month	\$100.00
Sun Shelters (1-20)	\$150.00/month	\$150.00

D Sun Shelters (DSS04 – DSS07)	\$200.00/month	\$200.00
Standard T-hangars	\$300.00/month	\$300.00
Community Hangar (DH01 – DH03)	\$300.00/month	\$300.00
Large T- hangar(B-9)	\$650.00/month	\$650.00
Long Term Auto Parking	\$240/year	\$0.00

*New deposit not applicable for Lessees which paid deposit prior to October 1, 2023.

**If aircraft remains over 7 days, the long-term lease charge will be assessed.

Section three. Penalty. A violation of this ordinance is unlawful and subject to the penalties prescribed in City Code Section 1-6.

Section four. Cumulative. This ordinance shall be cumulative of all provisions of all ordinances and codes, or parts thereof, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section five. Repealer. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section six. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section eight. Publication. The publishers of the City Code are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing Code. On October 1, 2023 the publisher is authorized and directed to remove the “Fee Schedule A” effective October 1, 2022 to September 30, 2023; and upon the removal of “Fee Schedule A”, “Fee Schedule B” shall be renamed “Fee Schedule”

Section nine. Effective Date. This Ordinance shall be effective upon the date of final adoption hereof and publication as required by law, save and except “Fee Schedule A” shall be effective October 1, 2022 to September 30, 2023, and “Fee Schedule B” shall be effective October 1, 2023 until such time as amended by City Council.

Passed and approved on first reading on the 12th day of July, 2022

Passed, approved and adopted on the 9th day of August, 2022

CITY OF BURNET

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.7

Kelly Dix
City Secretary
(512)-756-6093 ext. 3209
kdix@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: Cancellation of the October 11th, 2022, November 22nd, 2022 and December 27th, 2022 Regular City Council meetings: K. Dix

Background:

Information: Several of the Council and Staff will be attending the 2022 Texas Municipal League Conference in San Antonio October 5-7th, 2022 and will be out of town or traveling for the Thanksgiving and Christmas holidays.

Fiscal Impact: None.

Recommendation: Staff recommends cancellation of the October 11th, 2022, November 22nd, 2022 and December 27th, 2022 Regular City Council meetings.



Human Resources Department

ITEM 4.8

David Vaughn
City Manager
(512)-715-3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date:	August 9,2022
Agenda Item:	Discuss and consider: Award employee health, dental, vision, life and ancillary benefits bid for fiscal year 2022/2023: D. Vaughn
Background:	<p>The City of Burnet provides Health, Dental and Life Insurance for each eligible employee to provide access to medical care. Currently the City offers three medical plan options for employees to select and pays 100% of the "employee only" premium for two of the three plan options. Employees may purchase medical coverage for their family members/dependents at an additional cost. The City currently has an agreement with United Healthcare for medical coverage.</p> <p>In addition, the City of Burnet provides dental and term life/ad&d insurance to all eligible employees and pays 100% of the "employee only" dental and life insurance premium.</p> <p>Employees may purchase dental, vision and voluntary life/ad&d coverage for their family members/dependents at an additional cost. The insurance benefits provided to the City of Burnet are reviewed annually to ensure that the City and employees are receiving the best product for the best rate.</p>
Information:	For the upcoming FY 2022-23, the City's insurance broker/consultant HUB International requested proposals for employee benefits. Based on the responses received, BlueCross BlueShield and Mutual of Omaha provide the apparent best value for the City.
Fiscal Impact:	Based on current proposals from BlueCross BlueShield and Mutual of Omaha, the proposed FY 23 budget includes an average increase of \$175 per employee per year, which is primarily related to the increase in the dependent subsidy that Council approved earlier in the year and an additional increase in dependent subsidy that staff is proposing for the HMO plan.
Recommendation:	Staff recommends awarding the bid to BlueCross BlueShield for health insurance and Mutual of Omaha for all ancillary lines of coverage for fiscal year 2022/2023.

5. Medical Benefits

OFFER RETIREE COVERAGE

OFFER RETIREE COVERAGE

Carrier	UHC	UHC	UHC	BCBS	BCBS	BCBS
NETWORK	PPO COPAY PLAN	EPO COPAY PLAN	EPO HDHP/H.S.A.	PPO COPAY PLAN	HMO COPAY PLAN	PPO HDHP/H.S.A.
MEDICAL BENEFITS	BCYG rx GBX	BCZZ rx GBX	BMCW rx 2VX	MTBCP023	MTBEE023	MTBCP014H
Deductible (Indiv / Family)			\$1,000 for Employee / \$2,500 for FAM		PCP selection required	
In-Network	\$2,500 Ind. / \$5,000 Fam.	\$2,500 Ind. / \$5,000 Fam.	\$5,000 Ind. / \$10,000 Fam.	\$2,500 Ind. / \$7,500 Fam.	\$2,500 Ind. / \$7,500 Fam.	\$5,000 Ind. / \$10,000 Fam.
Non-Network	\$5,000 Ind. / \$10,000 Fam.	-		\$5,000 Ind. / \$15,000 Fam.		\$10,000 Ind. / \$20,000 Fam.
Out Of Pocket Max (Indiv / Family)	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance	Includes Deductible, Copay, Coinsurance
In-Network	\$8,000 Ind. / \$12,000 Fam.	\$6,000 Ind. / \$12,000 Fam.	\$6,000 Ind. / \$12,000 Fam.	\$5,500 Ind. / \$14,700 Fam.	\$5,500 Ind. / \$14,700 Fam.	\$5,000 Ind. / \$10,000 Fam.
Non-Network	\$10,000 Ind. / \$20,000 Fam.	-		Unlimited		Unlimited
Coinsurance						
In-Network	20%	20%		20%	20%	0%
Non-Network	50%	-		60%	70%	70%
Telemedicine	\$0	\$0	\$49 approx.	\$0	\$0	\$44 approx.
Physician Office Visit						
In-Network	\$30 \$0 Copay <19	\$30 \$0 Copay <19	Deductible	\$30	\$30	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
Specialist Office Visit						
In-Network	\$30 / \$60	\$30 / \$60	Deductible	\$60	\$60	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
Preventive Care						
In-Network	0%	0%	Deductible	0%	0%	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
Urgent Care						
In-Network	\$75	\$75	Deductible	\$75	\$75	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
Emergency Room						
In-Network	\$250 Copay + 20%	\$250 Copay + 20%	Deductible	\$500 Copay + 20%	\$500 Copay + 20%	Deductible
Non-Network	\$250 Copay + 20%	\$250 Copay + 20%	Deductible	\$500 Copay + 20%	\$500 Copay + 20%	Deductible
Diagnostic Lab & X-Ray						
In-Network	Covered in OV Copay	Covered in OV Copay	Deductible	Covered in OV Copay	Ded. / 20%	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
Rehab Therapy- PT/OT/ST						
In-Network	\$60	\$60	Deductible	\$60	\$60	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
In-Patient / OP Hospital						
In-Network	Ded. / 20%	Ded. / 20%	Deductible	Ded. / 20%	Ded. / 20%	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
Out-Patient						
In-Network	Ded. / 20%	Ded. / 20%	Deductible	Ded. / 20%	Ded. / 20%	Deductible
Non-Network	Ded. / 50%	-		Ded. / 40%		Ded. / 30%
Prescriptions			Includes Preventive Drug List			Includes Preventive Drug List
Tier 1 Generic - Retail	\$15	\$15	\$10	\$0 / \$10	\$0 / \$10	\$0 / \$10
Tier 2 Preferred Brand - Retail	\$45	\$45	\$35	\$50 / \$100	\$50 / \$100	\$50 / \$100
Tier 3 Higher Cost Brand - Retail	\$80	\$80	\$60	\$150 / \$250	\$150 / \$250	\$150 / \$250
Specialty Drugs						
Mail Order	2.5x	2.5x	2.5x	2.5x	2.5x	

Note: This is a brief summary and not intended to be a contract.

Recommendations

2022 Basic Life- Mutual of Omaha

Mutual of Omaha's renewal is an increase of **+14.06% over** current benefits and includes a **3-Year** rate guarantee to 2025.

2022 Voluntary Life – Mutual of Omaha

Mutual of Omaha's renewal is a rate decrease of **-15% under** current benefits and includes a **3-Year** rate guarantee to 2025.

2022 Long Term Disability– Mutual of Omaha

Mutual of Omaha's renewal is a rate decrease of **-20.5% under** current benefits and includes a **3-Year** rate guarantee to 2025.

2022 Vision – Mutual of Omaha

Mutual of Omaha's offer is a decrease of **-12.2% under** for comparable benefits and includes a **2-Year** rate guarantee to 2024.

Recommendations

2022 Dental – Mutual of Omaha

Mutual of Omaha's offer is an increase of **+1.4% over** current for comparable **benefits**.

2022 Medical - BCBS of Texas

BCBS' s offer is a decrease of **-12.1% under** current for improved benefits.

- PPO / HMO- OOP Maximums will move from \$6,000 to \$5,500
- The Rx Plans includes higher cost sharing for higher costing drugs
- HDHP / H.S.A- OOP Maximum will move from \$6,000 to \$5,000
- The Rx Plans includes Preventive Drug List (wherein employees get the benefit of a copay for certain preventive Rx drugs- before the deductible is met).

2022 Telemedicine - Teladoc

Teladoc' s renewal was an increase of **+24% over** current rates (\$4.27 PEPM to \$5.30 PEPM).

Recommendation is to terminate Teladoc as a stand-alone provider and, instead, use the Telemedicine services provider, MDLIVE, through BCBS for no additional cost.

City of Burnet Proposed									
PPO 2500			<u>2022 Premium</u>	<u>City's Portion</u>	<u>EMP/Dependent Cost</u>	<u>Subsidy</u>	<u>Employee's Portion</u>	<u>Current Emp Cost</u>	<u>Difference</u>
EO	9		\$ 596.39	\$ 502.14	\$ 94.25		\$ 94.25	\$ 116.81	\$ (22.56)
ES			\$ 1,237.71	\$ 502.14	\$ 735.57		\$ 735.57	\$ 782.40	\$ (46.83)
EC	1		\$ 1,150.16	\$ 502.14	\$ 648.02		\$ 648.02	\$ 691.54	\$ (43.52)
EF			\$ 1,791.49	\$ 502.14	\$ 1,289.35		\$ 1,289.35	\$ 1,357.12	\$ (67.77)
	10								
HMO 2500			<u>2022 Premium</u>	<u>City's Portion</u>	<u>Dependent Cost</u>	<u>20/50</u>	<u>Employee's Portion</u>	<u>Current Emp Cost</u>	<u>Difference</u>
EO	37		\$ 523.62	\$ 523.62	\$ -		\$ -		
ES			\$ 1,086.68	\$ 523.62	\$ 563.06	\$ 112.61	\$ 450.45	\$ 736.60	\$ (286.15)
EC	10		\$ 1,009.81	\$ 523.62	\$ 486.19	\$ 243.10	\$ 243.10	\$ 360.50	\$ (117.41)
EF	3		\$ 1,572.86	\$ 523.62	\$ 1,049.24	\$ 355.71	\$ 693.53	\$ 1,040.08	\$ (346.55)
	50								
HDHP			<u>2022 Premium</u>	<u>City's Portion</u>	<u>Dependent Cost</u>	<u>20/50</u>	<u>Employee's Portion</u>	<u>Current Emp Cost</u>	<u>Difference</u>
EO	34		\$ 423.93	\$ 423.93	\$ -		\$ -		
ES	5		\$ 879.79	\$ 423.93	\$ 455.86	\$ 91.17	\$ 364.69	\$ 497.14	\$ (132.45)
EC	15		\$ 817.55	\$ 423.93	\$ 393.62	\$ 196.81	\$ 196.81	\$ 191.22	\$ 5.59
EF	6		\$ 1,273.41	\$ 423.93	\$ 849.48	\$ 287.98	\$ 561.50	\$ 688.34	\$ (126.84)
	60								



1001 E. Lookout Drive
Richardson, Texas 75082

BENEFIT PROGRAM APPLICATION ("BPA")

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company (herein called "BCBSTX")

STANDARDIZED MID-MARKET GROUP PLANS*

Account Status: ☒ New ☐ Existing with Changes

Off Cycle Change: ☐ Yes ☐ No

☐ Former BCBSTX ASO converting to fully insured

Account Number (6-digits): _____

Group Number(s): _____

Policy Effective Date: 10/1/2022

Policy Anniversary Date: 10/1

Legal Account Name: City of Burnet

(Specify the Employer or the employee trust applying for coverage. An employee benefit plan may not be named)

*Mid-Market Group Plans receive the same benefits as those required for large employers

☐ NO CHANGES

GROUP INFORMATION

Employer Identification Number ("EIN"): 74-6000460

SIC: 9111

Nature of Business: Municipality

Primary (Mailing) Address: 1001 Buchanan Dr., Suite 4

City: Burnet

State: TX

Zip: 78611

Administrative Contact: Maria Gonzales

Title: Administrative Services

Phone: 512.756.6093 x3220

Fax: _____

Email: mgonzales@cityofburnet.com

Blue Access for EmployersSM ("BAESM") Contact:

Maria Gonzales

Title: Administrative Services

The BAE Contact is an Employee of the account who is authorized by the Employer to access and maintain the account in BAE.

Phone: 512.756.6093 x3220

Fax: _____

Email: mgonzales@cityofburnet.com

Administrative Contact (if different from Primary):

Title: _____

Phone: _____

Fax: _____

Email: _____

Proprietary and Confidential Information of Blue Cross and Blue Shield of Texas. Not for use or disclosure outside Blue Cross and Blue Shield of Texas, Employer, their respective affiliated companies, and third-party representatives, except with written permission of Blue Cross and Blue Shield of Texas.

Medical and Dental benefits are offered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

Life and Disability insurance is underwritten by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life Insurance Company is an independent Blue Cross and Blue Shield licensee. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Physical Address (if different from Primary - required): _____

City: _____

State: _____

Zip: _____

Contact: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Billing Address (if different from Primary): _____

City: _____

State: _____

Zip: _____

Billing Contact: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Do you cover any wholly owned subsidiary or affiliated companies? ☐ Yes ☒ No If yes, please list below:

Subsidiary Companies to be covered (if more than one, list within the Additional Provisions): _____

Subsidiary Address: _____

City: _____

State: _____

Zip: _____

Contact: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Affiliated Companies to be covered (if more than one, list within the Additional Provisions): _____

Locations: _____

The **Employee Retirement Income Security Act of 1974 (ERISA)** is a federal law that sets minimum standards for employee benefit plans in the private industry. In general, **all** employer groups, insured or ASO, are subject to ERISA provisions except for governmental entities, such as municipalities and public school districts, and "church plans" as defined by the Internal Revenue Code.

ERISA Regulated Group Health* Plan: ☐ Yes ☒ No

If Yes, is your ERISA Plan Year* a period of twelve (12) months beginning on the Anniversary Date specified above? ☐ Yes ☐ No

If no, please specify your ERISA Plan Year (month/day/year): Beginning Date ____/____/____ End Date ____/____/____

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, please give legal reason for exemption:

- ☐ Federal Governmental plan (e.g., the government of the United States or agency of the United States)
- ☒ Non-Federal Governmental plan (e.g., the government of the State, an agency of the state, or the government of a political subdivision, such as a county or agency of the State)
- ☐ Church plan (complete and attach a Medical Loss Ratio Assurance form)
- ☐ Other; please specify: _____

Is your Non-ERISA Plan Year a period of twelve (12) months beginning on the Anniversary Date specified above? ☒ Yes ☐ No

If no, please specify your Non-ERISA Plan Year (month/day/year): Beginning Date ____/____/____ End Date ____/____/____

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

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Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

☐ NO CHANGES

PRODUCER OF RECORD INFORMATION

1. *Producer/Agency** name to whom commissions are to be paid: Hub International Texas
Producer Number of ☐ Producer or ☒ Agency: 038483000
Street Address: 10000 North Central Expressway, Suite 1200
City: Dallas Zip: 75231
Phone: 214-443-2429 Fax: 214-443-2424
Email: brett.bowers@hubinternational.com
Is Producer/Agency appointed with BCBSTX? ☒ Yes ☐ No Affiliated with General Agent? ☐ Yes ☒ No
Commissions: \$0 PCPM
2. *Producer/Agency** name to whom commissions are to be paid: _____
Producer Number of ☐ Producer or ☐ Agency: _____
Street Address: _____
City: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____
Is Producer/Agency appointed with BCBSTX? ☐ Yes ☐ No Affiliated with General Agent? ☐ Yes ☐ No
Commissions: \$_____ PCPM
If commission split, designate percentage for each producer/agency.
Note: total commissions paid must equal one hundred percent (100%)
Producer/Agency 1: _____% Producer/Agency 2: _____%
3. Writing Producer's Name (please print): Brent Weegar
Producer Number: 038483000 Phone: 214-443-2429 Email: brent.weegar@hubinternational.com
Writing Producer's Signature: _____ Date: _____
4. General Agent (GA) Override? ☐ Yes ☒ No General Agent Name: _____
BCBS TX GA#: _____ Email: _____
Address: _____
City: _____ Zip: _____
Health Override Amount (if applicable): _____ Dental Override Amount (if applicable): _____
- If applicable, effective _____, the named producer(s) or agency(ies) is/are recognized as Employer's Producer of Record (POR), to act as representative in negotiations with and to receive commissions from BCBSTX and/or corporate subsidiaries, as applicable, for procuring fully-insured coverage for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for Employer. The POR is authorized to perform membership transactions on behalf of Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.
- General Agent's Signature: _____ Date: _____
- *The producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).
- **If commissions are split, please provide the information requested above on both producers/agencies. BOTH must be appointed to do business with BCBSTX.

Proprietary and Confidential Information of Blue Cross and Blue Shield of Texas. Not for use or disclosure outside Blue Cross and Blue Shield of Texas, Employer, their respective affiliated companies and third-party representatives, except with written permission of Blue Cross and Blue Shield of Texas.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

1. **Standard Eligibility Provisions:** Eligible Employee/Subscriber means an Employee who works on a full-time basis, who usually works at least thirty (30) hours a week, and who otherwise meets the Participation Criteria established by an Employer. The term includes a sole proprietor, a partner, and an independent contractor, if the individual is included as an Employee under a Health Benefit Plan of a large Employer regardless of the number of hours the sole proprietor, partner, or independent contractor works weekly, but only if the plan includes at least two (2) other Eligible Employees who work on a full-time basis and who usually work at least thirty (30) hours a week. Participation Criteria means any criteria or rules established by a large Employer to determine the Employees who are eligible for enrollment or continued enrollment under the terms of a Health Benefit Plan. The Participation Criteria may not be based on Health Status Related Factors.

(HMO only) The Eligible Subscriber must reside, live or, work in the Service Area.

2. **Other Eligibility Provisions (check all that apply):**

☒ Retiree of the Employer

☐ Other: _____

Are any classes of Employees to be excluded from coverage? ☐ Yes ☒ No

If yes, please identify the classes and describe the exclusion: _____

Domestic Partners covered: ☒ Yes ☐ No

A Domestic Partner means a person with whom the Employee has entered into a domestic partnership in accordance with the Employer's plan guidelines. The Employer is responsible for providing notice of possible tax implications to those covered Employees with Domestic Partners.

Continuation coverage for Domestic Partners: If Employer elects coverage for Domestic Partners, Domestic Partners are not eligible for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as a spouse but may be eligible for continuation coverage similar to that available to spouses under COBRA continuation. Employer shall determine eligibility for COBRA continuation for Domestic Partners, if any. Please indicate your election below:

☒ Yes, Employer elects to offer continuation coverage to Domestic Partners, as defined in the Certificate Booklet

☐ No, Employer does not elect to offer continuation coverage to Domestic Partners (Domestic Partners are not eligible for continuation coverage)

☐ Other: _____

3. All current and new Employees must satisfy the substantive eligibility criteria and required Waiting Period in order for coverage to become effective. Covered Dependents do not have to satisfy a Waiting Period to become effective, but in no instance shall a Dependent be covered prior to the Employee's effective date.

If a person is added to the Policy and it is later determined that the Policyholder reported a coverage date earlier than what would apply to the Employee or Dependent, based on the Waiting Period and eligibility conditions the Policyholder provided to the Plan, the Plan reserves the right to retroactively adjust the coverage date for such person.

What is the effective date for a newly eligible person who becomes effective after the Employer's initial enrollment?

☐ The _____ day (standard is first (1st) or fifteenth (15th)) of the month following the date of employment.

☐ The 1st day (standard is first (1st) or fifteenth (15th)) of the month following sixty (60) days of employment.

☐ The _____ day (standard is first (1st) or fifteenth (15th)) of the month following select one month(s) of employment.

Substantive Eligibility Criteria (Optional): Provide a representation below regarding the terms of any eligibility conditions (other than any applicable Waiting Period already reflected above) imposed before an individual is eligible to become covered under the terms of the plan. If any of these eligibility conditions change, you are required to submit a new BPA to reflect that new information.

Check all that apply:

- ☐ An Orientation Period that:
- 1) Does not exceed one (1) month (calculated by adding one (1) calendar month and subtracting one (1) calendar day from an employee's start date); and
 - 2) If used in conjunction with a Waiting Period, the Waiting Period begins on the first (1st) day after the orientation period.
- ☐ A Cumulative hours of service requirement that does not exceed 1200 hours
- ☐ An hours-of-service per period (or full-time status) requirement for which a measurement period is used to determine the status of variable-hour Employees, where the measurement period:
- 1) Starts between the Employee's date of hire and the first (1st) day of the following month;
 - 2) Does not exceed twelve (12) months; and
 - 3) Taken together with other eligibility conditions does not result in coverage becoming effective later than thirteen (13) months from the Employee's start date plus the number of days between a start date and the first (1st) day of the next calendar month (if start day is not the first (1st) day of the month).
- ☐ Other substantive eligibility criteria not described above; please describe: _____

(HMO only) What is the effective date of coverage for a Newly Eligible Employee who becomes effective after the Employer's initial enrollment date?

- ☐ The first (1st) day of the month following the date of employment (date of hire).
- ☒ The first (1st) day of the month following sixty (60) days of employment.
- ☐ The first (1st) day of the month following select one month(s) of employment.

4. Are there multiple new hire Waiting Periods? ☐ Yes ☐ No

If yes, attach eligibility and contribution details for each section.

Is the Waiting Period requirement to be waived on initial group enrollment?

Health ☐ Yes ☒ No ☐ N/A Dental ☐ Yes ☒ No ☒ N/A

5. Annual Open Enrollment: For Health and Dental Plans only, an Eligible Person, who did not enroll under timely enrollment, may apply for individual coverage, family coverage or add Dependents during the Employer's annual Open Enrollment Period. Such person's individual coverage date, family coverage date and/or Dependent's coverage date will be the Policy Anniversary Date following the Open Enrollment Period, provided the application is dated and signed prior to that date.

The Open Enrollment Period will be held during a thirty-one (31) day period prior to the Policy Anniversary Date of the program. Specify start of annual Open Enrollment Period: 10/1

6. The minimum standard limiting age for covered Dependent children is twenty-six (26) years. Hereafter, a Dependent Child, Child or Children means a natural child, a stepchild, a medical support order child, an eligible foster child, an adopted child (including a child for whom the Employee or their spouse is a party in a suit in which the adoption of the child is sought) regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors. To be eligible for coverage, a child of an Employee's child must also be dependent upon Employee for federal income tax purposes at the time application for coverage is made.

7. Disabled Dependent: Disabled Dependent means a child who is medically certified as disabled and dependent upon the Employee or his/her spouse (or Domestic Partner if Domestic Partner coverage is elected). A disabled Dependent is eligible to add or continue coverage beyond the limiting age of twenty-six (26). Certification Review is administered by BCBSTX; a Disabled Dependent Certification Form must be submitted to BCBSTX.

(HMO only) Proof of incapacity and dependency may be required within thirty-one (31) days of the child's attainment of the limiting age. Subsequent recertification may occur annually, as required.

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☐ **NO CHANGES** **CURRENT ELIGIBILITY INFORMATION**

Total number of Employees/Subscribers:

1. On payroll _____
2. On COBRA continuation coverage _____
3. With retiree coverage (if applicable) _____
4. Who work part-time _____
5. Serving the new hire Waiting Period _____
6. Declining because of valid waivers including, but not limited to, other individual or group coverage, Medicare, Medicaid, TRICARE/Champus, Tribal, Risk Pool: _____
7. Declining because of non-valid waivers: _____

☐ **NO CHANGES** **(HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made by HMO in compliance with Texas regulations. Please mark your acceptance or declination. Acceptance may result in a rate adjustment.

In Vitro Fertilization Services

- ☐ Accept – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected, an additional charge will be added to your rates.)**
- ☒ Decline – If declined, no benefits are available

Speech and Hearing Services

- ☐ Accept – Benefits are paid same as any other illness
- ☒ Decline – If declined, medically necessary speech therapy is covered on an outpatient basis only. Hearing aid benefit is limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the HMO plans.

☐ **NO CHANGES** **(Non-HMO only) LEGISLATIVE ELECTIONS**

The following mandated benefit offers are made in compliance with Texas regulations. The standardized Mid-Market PPO group insurance plans offered assume all benefit offers will be declined. Acceptance of either or both offers in this section will result in a rate adjustment and will require that the employer apply for coverage as a large group plan.

In Vitro Fertilization Services: Benefits for Medical-Surgical Expense incurred for in vitro fertilization procedures will be the same as for maternity care, provided specific requirements are met.

- ☐ Accept – If accepted, benefits for In Vitro Fertilization Services will be provided to the same extent as benefits provided for other pregnancy related procedures. **(Note: If selected an additional charge will be added to your rates.)**
- ☒ Decline – If declined, no benefits are available for these services.

Speech and Hearing Services: Benefits are available for the services of a physician or other provider to restore loss of or correct an impaired speech or hearing function. This benefit includes coverage for hearing aids.

- ☐ Accept – If accepted, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function, with no benefit maximum on hearing aids.
- ☒ Decline – If declined, benefits are available for medically necessary services to restore loss of or correct an impaired speech or hearing function; however, benefits for hearing aids are limited to one (1) hearing aid per ear every thirty-six (36) months.

Development Delay – Certain therapies for children with developmental delays are already included in the Non-HMO plans.

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☐ **NO CHANGES**

LINES OF BUSINESS
(Check all applicable products)

Managed Health Care Coverage:

☐ Single Option: PPO Plan _____

☐ Single Option: HMO* Plan _____

Additional Benefit Options:

☐ Inpatient Mental Health (IPMH): ☐ IM4

☐ Durable Medical Equipment (DME): Select DME

See HMO Legislative Elections for In-Vitro Fertilization and Speech and Hearing Services options.

One hundred percent (100%) of Eligible Employees must reside, live, or work in the service area. The HMO service area includes all counties in Texas.

***If Single Option: HMO is the only health plan selected,** complete the HMO Non-Network Plan Certification (item 1) in the OTHER PROVISIONS section of this BPA.

☒ Multiple Plan Option:

Select up to six (6) plans. All plans may be PPO or HSA plans. If an HMO is selected, a PPO must also be selected.

Plan 1 mtbcp023 **PPO**

Plan 2 mtbee023 **HMO**

Plan 3 mtbcp014H **HSA**

Plan 4 _____ **Select Product**

Plan 5 _____ **Select Product**

Plan 6 _____ **Select Product**

If HSA/ HDHP is selected, provide name of HSA administrator or trustee: None

Vendor: **Other**

FSA purchased: ☐ Yes ☒ No (If yes, select vendor)

Vendor: **Select Vendor**

Health Reimbursement Account (HRA) purchased: ☐ Yes ☒ No (If yes, select vendor)

Vendor: **Select Vendor**

☐ **Blue DirectionsSM** If selected, the Blue Directions Addendum is attached and made part of the Policy.

☐ **Life & Disability** If checked, attach separate application for those coverages

DENTAL BENEFIT PLANS:

Voluntary Group Dental

☐ Plan _____

☐ Dual Option: Plan 1 _____ Plan 2 _____

COMMENTS: _____

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☐ **NO CHANGES** **ACCOUNT EXPERIENCE – NEW GROUPS ONLY**

For questions 1 and 2, use ten thousand dollars (\$10,000) for fifty-one (51) to one hundred (100) Employees or use twenty thousand dollars (\$20,000) for one hundred (100) or more Employees.

1. Has any Participant received more than \$_____ in medical benefits during the last twelve (12) months? ☐ Yes ☒ No
2. Is any Participant expected to have claims in excess of \$_____ during the next twelve (12) months? ☐ Yes ☒ No
3. Is any Participant mentally or physically handicapped or disabled or not actively at work? ☐ Yes ☒ No
4. Has any Participant been diagnosed as having a high-risk condition? ☐ Yes ☒ No

If any question is answered "yes," details must be provided below:

Participant Age	Diagnosis or Nature of the Disorder	Dates of Treatment	\$ Amount of Claims	Prognosis/Current Treatment

RATES

For the current year's premium and rate information, refer to the accepted finalized new group rates letter ("Letter") or the renewal exhibit ("Exhibit") for complete details. The Letter, or Exhibit, shall be incorporated by reference and made part of the BPA and Group Administration Document.

HMO PROGRAM

☒ Yes ☐ No

Account Status: ☒ New Group

☐ Existing Group

Choose One: ☐ Blue PremierSM HMO

☐ Blue Premier AccessSM HMO

☒ Blue EssentialsSM HMO

☐ **NO CHANGES** **CONTRIBUTION**

STANDARD PREMIUM INFORMATION

1. **Premium Period:**

☒ The first (1st) day of each calendar month through the last day of each calendar month.

☐ The fifteenth (15th) day of each calendar month through the fourteenth (14th) day of the next calendar month.

2. The contribution of premium to be paid by the Employer is:

Product	Employee Only	Employee/Child(ren)	Employee/Spouse	Employee/Family
HEALTH				
Plan 1 mtbcp023	84% or \$	0% or \$	0% or \$	0% or \$
Plan 2 mtbee023	100% or \$	50% or \$	20% or \$	20% or \$
Plan 3 mtbcp014H	100% or \$	50% or \$	20% or \$	31% or \$
Plan 4	% or \$	% or \$	% or \$	% or \$
Plan 5	% or \$	% or \$	% or \$	% or \$
Plan 6	% or \$	% or \$	% or \$	% or \$

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DENTAL				
Plan 1	% or \$	% or \$	% or \$	% or \$
Plan 2	% or \$	% or \$	% or \$	% or \$

3. **(HMO only)** Grace Period: thirty (30) days – standard.
4. Prior written notification by BCBSTX to employer for change of premium rates is sixty (60) days
5. Additional Information/Comments: _____

<input type="checkbox"/> NO CHANGES	BILLING SPECIFICATIONS
--	-------------------------------

- Employees Listed:** ☒ alphabetically
☐ by location
If by location, list locations including location numbers if applicable: _____
- Sort by:** ☐ Unique Identification Number (standard)
☒ Social Security Number
- Billing format:** (complete only if special billing requirements are needed.)
☐ Benefit Agreement
☐ Also, Page Break
☐ Multiple Billing Categories
Explanation: _____

<input type="checkbox"/> NO CHANGES	ID CARD DELIVERY
--	-------------------------

- Mail ID Cards to:
☐ Account
☒ Member's home (standard)
Note: if an HMO plan is selected, HMO ID cards must be mailed to the Member's home

<input type="checkbox"/> NO CHANGES	OTHER PROVISIONS
--	-------------------------

1. **(HMO only) HMO Non-Network Plan Certification:** The Texas Insurance Code mandates HMOs whose network-based delivery system of coverage is the only health benefit coverage being offered under an Employer's health benefit plan must offer all Eligible Subscribers the opportunity to obtain other health coverage through a non-network plan at the time of enrollment and at least annually.

The non-network coverage required by law may be provided through a point-of-service contract, a preferred provider benefit plan, or any coverage arrangement that allows an Employee to access services outside the HMO's or limited provider network's delivery network. New and renewing groups who refuse to offer or certify that they offered a non-network plan concurrent with the HMO-only will not be allowed to purchase or renew coverage through BCBSTX. To comply with the provisions of this mandate, BCBSTX requests employer groups certify a non-network plan will be offered to Eligible Subscribers.

Describe Non-Network Product Offered: PPO

Authorized Company Official's Initials: _____
2. This BPA is incorporated into and made a part of the Policy entered into and agreed upon by BCBSTX and the account.

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3. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.
4. **Reimbursement:** It is understood and agreed that in the event BCBSTX makes a recovery on a third-party liability claim, BCBSTX will retain twenty-five percent (25%) of any recovered amounts, other than recovery amounts received as a result of, or associated with, any Workers' Compensation Law.
5. **Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services):** BCBSTX engages with third-party recovery vendors and law firms on a post-pay basis to identify and/or recover any potential overpayments that may have been made to Providers.
6. **Wellbeing Management (WBM) (included)**
7. ☐ **Medical and Ancillary Package Pricing:** The rates shown in this Agreement reflect a volume-based discount in an amount up to four percent (4%) of the medical premium for the twelve (12) month period beginning on the Policy Effective Date. If the ancillary coverage (BlueCare Dental, Basic Life, Short-Term Disability, Long-Term Disability, Accident, Critical Illness and/or Vision product(s)) lapses during this twelve (12) month period, BCBSTX reserves the right to remove the volume-based discount on medical premium. In such event, upon sixty (60) days prior written notice to Employer, the premium payment will revert to the non-discounted amount.

ADDITIONAL PROVISIONS:

- A. **Grandfathered Health Plans:** Employer shall provide BCBSTX with written notice prior to renewal (and during the plan year, at least sixty (60) days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and made part of the BPA and Group Policy, and Employer represents and warrants that such Form is true, complete, and accurate. If Employer fails to timely provide BCBSTX with any requested grandfathered health plan information, BCBSTX may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.
- B. **Retiree Only Plans and/or Excepted Benefits:** If the BPA includes any retiree only plans and/or excepted benefits, then Employer represents and warrants that one (1) or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by BCBSTX to the terms and conditions of coverage. In no event shall BCBSTX be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.
- C. Employer shall indemnify and hold harmless BCBSTX and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSTX in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Employer, and/or (d) any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

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Notwithstanding anything in the Policy or Renewal(s) to the contrary, BCBSTX reserves the right to revise our charge for the cost of coverage (premium or other amounts) at any time if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Policyholder's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts).

Renewals Only: (For the purposes of this Policy, the term "existing BPA" includes, if applicable, the initial Schedule of Specifications and/or Group Agreement signed by the Employer, and any subsequent Schedules of Specifications and/or Group Agreements and amendments thereto.) If this BPA is blank, it is intentional, and this BPA is an addendum to the existing BPA. In such case, all terms of the existing BPA as amended from time to time shall remain in force and effect. However, beginning with the Employer's first renewal date on or after September 23, 2010, the provisions of paragraphs A-C (above) shall be part of (and be in addition to) the terms of the existing BPA as amended from time to time.

EMPLOYER STATEMENTS:

1. BCBSTX reserves the right to take any or all of the following actions:
 - a. Initial rates for new groups will be finalized for the effective date of the policy based on the enrolled participation and Employer contribution levels;
 - b. After the policy effective date, the group will be required to maintain a minimum Employer contribution of fifty percent (50%), and at least a seventy-five percent (75%) participation of Eligible Employees. In the event the group is unable to maintain the contribution and participation requirements, then the rates will be adjusted accordingly; and/or
 - c. Non-renew or discontinue coverage if the fifty percent (50%) minimum Employer contribution is not met and/or less than seventy-five percent (75%) of Eligible Employees are enrolled for coverage for six (6) consecutive months.

BCBSTX reserves the right to change premium rates when a substantial change occurs in the number or composition of Subscribers covered. A substantial change will be deemed to have occurred when the number of Employees/Subscribers covered changes by ten percent (10%) or more over a thirty (30) day period or twenty-five percent (25%) or more over a ninety (90) day period.

Employer will promptly notify BCBSTX of any change in participation and Employer contribution.

2. Producer Statement (if applicable): I certify that I have reviewed all enrollment materials. I have also advised the Employer that I have no authority to bind these coverages, to alter the terms of the Policy(ies), this BPA or enrollment material in any manner or to adjust any claims for benefits under the Policy(ies).
3. BCBSTX will report the value of all remuneration by BCBSTX to ERISA plans with one hundred (100) or more participants for use in preparation of ERISA Form 5500 schedules. Reporting will also be provided upon request to non-ERISA plans or plans with fewer than one hundred (100) participants. Reporting will include base commissions, bonuses, incentives, or other forms of remuneration for which your agent/consultant is eligible for the sale or renewal of self-funded and/or insured products.
4. The undersigned person represents that he/she is authorized and responsible for purchasing coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in the Policy into which this BPA shall be incorporated at the time of acceptance by BCBSTX. Upon acceptance, BCBSTX shall issue a Policy to the employer and the employer shall be referred to as the "Employer or Policyholder" (Non-HMO) and "Group" (HMO) in the Policy.
5. The Employer's Benefit Program Application must pre-date the requested effective date and be received by BCBSTX at its home office no less than thirty (30) days prior to the requested effective date.

Authorized BCBSTX Representative

Signature of Authorized Purchaser

Title

Title

Date

Date

Agent Representative (if applicable)

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PROXY (OPTIONAL)

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked either in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

HCSC pays indemnification or advances expenses to its directors, officers, employees, or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: _____

By: _____
Print Signer's Name Here



Signature and Title

Group Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Dated this _____ day of _____
Month Year

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BlueCross BlueShield of Texas

Consumer Choice Plan Disclosure Statement

This health plan does not include the same level of benefits required in other plans.

This HMO plan is a consumer choice plan. This plan doesn't include the same level of benefits that are in Texas health plans known as state-mandated plans. This plan does include all health benefits required by the Affordable Care Act.

To see all benefits offered by this plan, go to the plan's "Summary of Benefits and Coverage."

Benefit/coverage:	This plan:	A health plan with required benefits (state-mandated plan):
Deductible The amount you pay for care before the plan begins to share the cost.	Has a deductible.	Has no deductibles for participating provider care.
Out-of-Pocket Costs The amount you pay when you receive covered services, up to a calendar year maximum.	Includes out-of-pocket costs that meet federal requirements but may sometimes be more than in a state-mandated plan.	A copay must be less than 50% of the total cost of the service. Annual out-of-pocket costs must be capped at 200% of your annual premium cost if you alert the plan.
Home Health Services	Includes a limit for home health services.	Has no limits on home health services.

If you want a plan with all required benefits:

We also offer a state-mandated plan that includes all required benefits. This plan is not on Healthcare.gov and does not allow you to get help with premiums and out-of-pocket costs. To learn more about this plan, call 1-877-299-2377 or visit <https://www.bcbstx.com/shop-plans-and-products>. **By signing this form, you acknowledge the following:**

- I understand the consumer choice plan I am applying for does not provide the same level of coverage required in other Texas health plans (state-mandated plans).
- I understand I can get more information about consumer choice plans from the Texas Department of Insurance's website, <https://www.tdi.texas.gov/consumer/consumerchoice.html>, or by calling the Consumer Help Line at 1-800-252-3439.

**Don't sign this document if you don't understand it.
No firme este documento si no lo comprende.**



**BlueCross BlueShield
of Texas**

Signature of Applicant

Date

Name of Applicant (print name)

City of Burnet

Name of Business, if applicable

1001 Buchanan Dr. #4

Address

Burnet

Texas

78611

City

State

Zip

HMO must give you a copy of this statement upon request.

New Customer Verification Guide

Presented To:

City of Burnet

Getting Started



Thank you for choosing Mutual of Omaha for your Group Insurance needs. The New Customer Verification Guide (“Guide”) is key to administering your plan effectively and efficiently. To ensure a smooth implementation, complete and sign the applicable section within the Guide.

STEP 1: Review the Group Insurance proposal and complete the sections within the Guide.

Guide	Description	Completed
Group Insurance Proposal	Applicant and Producer verify sold plan design and rates.	
Acceptance of Terms and Conditions	Applicant signature is required.	
Group Insurance Application	Applicant signature is required. • Must be signed prior to the proposed effective date	
Policy Administration		
Contact Information	Premium/Billing, Claims, Administration, and Renewal	
Billing Information	Billing type, format and location	
Eligibility Information	Class description and employee waiting periods	
Earnings Definition	Earnings definition, premium contributions, and ERISA	
Withholding and Tax Reporting	Required for Disability, Accident and Critical Illness coverage	

STEP 2: Return the completed and signed Guide to the Mutual of Omaha representative listed below at least 15 days prior to the requested effective date.

Additional Items Required		Included
Employee Census and Enrollment	<ul style="list-style-type: none"> Census in Excel format (preferred method) Employee enrollment forms, electronic or hard copy Evidence of Insurability or Application forms Applicant retains copy of enrollment material 	
Replacing Prior Insurance Plan	Yes No	
Prior Carrier Billing statement	Required if transferring coverage from another carrier	
Prior Carrier certificate booklet	Required if transferring coverage from another carrier	
Sample premium calculation spreadsheet	Required only for Self-administered groups	
Producer / Agent Use Only		
Producer Checklist	Producer identification and details	
Third Party Administrator Checklist	Required only if TPA is providing services	

If you have any questions, please contact your Mutual of Omaha representative.

Sales Representative	
Sales Assistant	
Email	
Phone & Fax	

Group Office	
Group Office Address	
Address 2	
City, State, Zip	



DENTAL INSURANCE

Proposal for: City of Burnet
Alternate: 4.01

The following Dental plan is being proposed on a fully-insured basis effective **10/01/22**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Employees
ELIGIBILITY REQUIREMENT	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
MINIMUM WORK HOURS	Class 1: 30 or more hours each week

BENEFIT SUMMARY

POLICY YEAR DEDUCTIBLE	Class 1
TYPE A	Waived
TYPE B, C	
INDIVIDUAL:	\$50
FAMILY:	3 times Individual
POLICY YEAR MAXIMUM	Class 1
ORTHODONTIC LIFETIME	\$1,500
MAXIMUM	\$1,000
ORTHODONTIC COVERAGE	All Covered Persons
COVERAGE LEVELS	Class 1
TYPE A:	
TYPE B:	100%
TYPE C:	80%
ORTHODONTICS:	50%

The plan pays the percentage shown after the Policy Year deductible is satisfied.
The Policy Year deductible, maximum and orthodontic lifetime maximum are cumulative for both In-Network and Out-Network Providers.

COBRA	Administered by Policyholder.
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PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS

Minimum Participation	Number of Eligible Employees	Employer Contribution Employees	Employer Contribution Dependents
96%	121	75%	0%

COST SUMMARY CLASS 1

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family
Total (All Classes)

Assumed Lives	Monthly Rates*	Monthly Premium	Annual Premium Sub-Total
67	\$23.14	\$1,550.38	\$18,604.56
16	\$46.03	\$736.48	\$8,837.76
21	\$59.21	\$1,243.41	\$14,920.92
13	\$90.80	\$1,180.40	\$14,164.80
117		\$4,710.67	\$56,528.04

*The rates quoted include the cost of state mandated benefits as of the date of this proposal.

RATE GUARANTEE 1 Year

RATE GUARANTEE DATE 10/01/2023

POLICY YEAR Calendar Year

ADDITIONAL BENEFITS

NETWORK

- In-Network provider allowances are based on contracted provider fee schedules.
- Out-Network provider maximum allowances are based on the 90th Percentile of Reasonable and Customary data.
- Charges that exceed the maximum allowance for any covered dental service are not considered.

CONTINUATION FOR FEDERAL AND STATE LAWS

Included – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member and any dependent. This provision applies to employer and union groups only, subject to certain conditions.

ANNUAL OPEN ENROLLMENT PERIOD

The plan has an Annual Open Enrollment Period. This period begins 30 days prior to the policy's Anniversary Date and ends on the Anniversary Date.

COVERED SERVICES

TYPE A - PREVENTIVE & DIAGNOSTIC

- Exams: 2 services in a 12 month period
- Bitewing X-rays: 4 films in a 12 month period
- Full Mouth Series/Panoramic X-ray: 1 service in a 36 month period
- Other X-rays
- Fluoride: 2 services in a 12 month period for dependent children to age 16
- Cleaning: 2 services in a 12 month period
- Sealants: For dependent children to age 16
- Space Maintainers: For dependent children to age 16
- Brush Biopsy/Cancer Screen: 2 services in a 12 month period

TYPE B - BASIC SERVICES

- Palliative Treatment: Emergency minor procedure
- Periodontal Maintenance: 2 services in a 12 month period
- Bruxism Appliance: 1 appliance in a 36 month period
- Fillings: Amalgam and composite/resin fillings. Composite fillings on molars are limited to the amount otherwise payable for an amalgam filling
- Stainless Steel Crowns: For dependent children to age 16
- Simple Extractions
- General Anesthesia or I.V. Sedation
- Non-Surgical Periodontics

TYPE C - MAJOR SERVICES

- Surgical Extractions
- Oral Surgery
- Endodontics
- Surgical Periodontics
- Dentures (Full or Partial): Replacement once in 5 years
- Repair of Full or Partial Dentures
- Bridges: Replacement once in 5 years
- Repair of Bridges
- Cast Crowns, Inlays, Onlays, Labial Veneers: Replacement once in 5 years
- Repair of Cast Crowns, Inlays, Onlays, Labial Veneers

ORTHODONTICS

- Diagnostic, Active, Retention treatment
- Harmful Habit Appliance: For dependent children to age 14



VOLUNTARY VISION INSURANCE

Proposal for: City of Burnet
Alternate: 10.00

The following Voluntary Vision plan is being proposed on a fully-insured basis effective **10/01/22**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Employees
ELIGIBILITY REQUIREMENT	<p>An employee must be actively working the minimum number of hours shown below on the policy effective date to be eligible for insurance, unless otherwise approved by Mutual of Omaha. Certain requirements apply.</p> <p>Provided an employee is eligible and insured, the spouse and dependent child(ren) of the employee are eligible for insurance. Certain requirements apply.</p>
MINIMUM WORK HOURS	Class 1: 30 or more hours each week
CHILD ELIGIBILITY AGES	Child coverage begins at birth and terminates at age 26, unless the child is incapacitated.

BENEFIT SUMMARY

SERVICES & MATERIALS	In-Network Cost	Out-of-Network Reimbursement
Comprehensive Vision Exam		
Exam	\$10 copay	Up to \$37
Exam Options		
Retinal Imaging	Up to \$39	Not Applicable
Standard Contact Lens Fit & Follow-up	Up to \$40	Not Applicable
Premium Contact Lens Fit & Follow-up	10% off retail price	Not Applicable
Frames		
Allowance	\$0 copay \$150 allowance, 20% off balance over allowance	Up to \$66
Standard Plastic Lenses		
Single Vision	\$10 copay	Up to \$32
Bifocal	\$10 copay	Up to \$48
Trifocal	\$10 copay	Up to \$76
Lenticular	\$10 copay	Up to \$76
Contact Lenses (contact lens allowance includes materials only)		
Conventional	\$0 copay \$150 allowance, 15% off balance over allowance	Up to \$102
Disposable	\$0 copay \$150 allowance	Up to \$120
Medically Necessary	\$0 copay; paid in full	Up to \$210
Lens Options		
Standard Progressive Lenses (add on to Bifocal copay)	\$65 copay	Up to \$48

Premium Progressive Lenses (add on to Bifocal copay)	Tier 1: \$85 copay Tier 2: \$95 copay Tier 3: \$110 copay Tier 4: \$65 copay + 80% of charge, less \$120 allowance	Up to \$48
Polycarbonate Lenses (Adults)	\$40	Not Applicable
Polycarbonate Lenses (Children under age 19)	\$0 copay	Up to \$32
UV Treatment	\$0 copay	Up to \$12
Tint	\$0 copay	Up to \$12
Scratch Coating	\$0 copay	Up to \$12
Anti-Reflective	\$45	Not Applicable
Photochromic-Transitions	\$75	Not Applicable
Other Add-ons	20% off retail price	Not Applicable
Benefit Frequency		
Examination	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frame	Once every 12 months	

FEATURES

NETWORK	Mutual of Omaha's affiliation with EyeMed's Insight Network offers access to over 91,000 providers.
ADDITIONAL PAIRS – EYEGLASSES OR CONTACT LENSES	Employees and any dependent(s) covered under the plan receive up to a 40% discount off an additional complete pair of eyeglasses and up to a 15% discount off conventional contact lenses once the materials funded benefit has been used. These discounts only apply to services received from an in-network provider and may not be combined with any other discounts or promotional offers.
LASER VISION CORRECTION	Employees and any dependent(s) covered under the plan receive up to a 15% discount off the retail price or up to a 5% discount off the promotional price for LASIK or PRK from a provider in the U.S. Laser Network. These discounts may not be combined with any other discounts or promotional offers.
ADDED DISCOUNTS	Employees and any dependent(s) covered under the plan receive discounted fixed pricing on lenses and lens options not covered by the plan and up to a 20% discount off other add-ons and services. These discounts only apply to services from an in-network provider and may not be combined with any other discounts or promotional offers.
ANNUAL OPEN ENROLLMENT	Included – An open enrollment is available for a period of up to 30 days each policy year. The first annual enrollment period will occur after the effective date of the policy. During this time, the employee may elect insurance for the first time for the employee and any dependents, if applicable.
CONTINUATION FOR FEDERAL AND STATE LAWS	Included – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee and any dependent(s), if applicable. This provision applies to employer and union groups only, subject to certain conditions.

PARTICIPATION AND PREMIUM

PARTICIPATION ASSUMPTIONS	Minimum Participation	Number of Eligible Employees	Contribution Structure
	Greater of 10 enrolled	122	100% Employee Paid

Voluntary Vision Insurance

**PARTICIPATION
ASSUMPTIONS**

Minimum Participation	Number of Eligible Employees	Contribution Structure
employees or 75%		

PREMIUM CONTRIBUTIONS The employee contributes 100% of the premium for the employee and any dependent insurance (if elected).

**VISION PREMIUM RATES
CLASS 1**

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family

Assumed Lives	Monthly Rates	Monthly Premium	Annual Premium
58	\$7.61	\$441.38	\$5,296.56
15	\$14.87	\$223.05	\$2,676.60
9	\$15.60	\$140.40	\$1,684.80
10	\$21.41	\$214.10	\$2,569.20

RATE GUARANTEE 2 Years

RATE GUARANTEE DATE 10/01/2024

REQUIREMENTS AND ASSUMPTIONS

SIC CODE	9111
SITUS STATE	TX
ACCEPTANCE	This proposal is contingent upon Mutual of Omaha Home Office review and acceptance of the completed application for coverage. It is recommended that current coverage is not cancelled or dropped until notification of acceptance from Mutual of Omaha is received.
LIMITATIONS & STANDARD CONTRACT NOTICE	<p>This proposal is subject to Mutual of Omaha's standard product terms, limitations, and exclusions. Additionally, this proposal requires use of standard system-compatible benefits and contract provisions. Applicable federal and state mandates are added at issuance.</p> <p>This proposal also assumes that all employees/members reside in the situs state of the group. If any employees/members reside outside of the situs state of the group, we must be notified of the number of employees/members by state during the implementation process so that all applicable state mandates can be accommodated.</p> <p>Please refer to a sample standard contract, certificate booklet and/or subscription agreement documents for additional information and detail, available upon request.</p>
ERISA	Each plan presented in this proposal is considered to be an employer-sponsored ERISA benefit plan. If it is determined that any plan presented in this proposal is not an ERISA benefit plan, Mutual of Omaha reserves the right to re-rate or otherwise adjust the proposed plan(s).
PROPOSAL CONDITIONS	<p>Mutual of Omaha reserves the right to re-rate or withdraw this proposal <i>prior</i> to the effective date if any of the following changes:</p> <ul style="list-style-type: none"> ▪ SIC code ▪ Employer contributions ▪ Information regarding disabled or COBRA participants ▪ For groups that are experience rated - risk increases based on review of the current carrier's claims experience, including open or pended claims ▪ Demographics (age, gender, occupation, earnings, location and size) ▪ Plan participation - increase or decrease of 10% or more lives ▪ Laws, regulations, judicial and/or administrative orders and decisions affecting benefits, cost of administration, or cost of health care services ▪ Proposed effective date ▪ Benefits or eligibility ▪ Premium tax <p>On or after the effective date, Mutual of Omaha reserves the right to change rates or fees if there is a change in any factor listed above. In addition, Mutual of Omaha may change rates or fees any time after the most recent Rate Guarantee Date, provided at least 30 days advance notice of the rate or fee increase has been given to the group.</p>
DENTAL BID QUALIFICATIONS	<p>The rates and benefits quoted are based on preliminary enrollment data and subject to adjustments if final enrollment varies from preliminary enrollment data.</p> <p>If additional Dental quotes are offered, final rates may vary based on plan design, submitted case information and expenses.</p>
VISION BID QUALIFICATIONS	The rates and benefits quoted are based on preliminary enrollment data and subject to adjustments if final enrollment varies from preliminary enrollment data.

VISION ENROLLMENT	<p>Eligible employees may elect coverage for themselves and any dependents during the initial enrollment period or any subsequent enrollment period.</p> <p>Once an employee and any dependents are enrolled under the plan they must remain enrolled until the next annual enrollment period.</p> <p>This proposal assumes annual enrollments take place 30 days prior to the renewal date of the plan.</p>
PROPOSAL EXPIRATION	<p>This proposal is good for 90 days after 7/26/2022, or the assumed effective date of the plan, whichever comes first.</p>
DENTAL ENROLLMENT	<p>Eligible employees and their dependents may elect coverage during the initial enrollment period or any subsequent enrollment period.</p> <p>This proposal assumes annual enrollments take place 30 days prior to the renewal date of the plan.</p>
DENTAL TAKEOVER	<p>Maximum Credits: Current Policy Year maximums are automatically refreshed at takeover.</p> <p>Deductible Credits: Deductibles satisfied in the current Policy Year will be recognized provided the plan member submits a copy of the prior carrier's Explanation of Benefits (EOB).</p>
DENTAL WORK IN PROGRESS	<p>Standard procedures for work in progress when an account has moved their dental coverage to Mutual of Omaha are:</p> <ul style="list-style-type: none"> ▪ Dentures and Bridgework - Covered only if the final impression is taken after the patient becomes eligible. ▪ Endodontics - Endodontic work is reimbursed based upon the completed date of service. ▪ Crowns, inlays, onlays, and labial veneers - Covered only if the final impression is taken after the patient becomes eligible.

Policy Administration

CONTACT INFORMATION

Applicant Information

Legal Name of Company			
Doing Business As (DBA)			
Employer Identification Number (Tax ID Number)			
Legal Address of Company			
Address 2			
City, State, Zip			
Company Phone & Fax			

Primary Contact

Contact For:
 Premium/Billing
 Claims
 Administration
 Renewal Census
 (Self-administered only)
 EOI

Contact Name			
Address (if different than above)			
Address 2			
City, State, Zip			
Contact Phone & Fax			
Contact Email			
If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:			
Should this contact have access to:			
Online Billing and Reporting Yes No			
Online Eligibility Maintenance (List Billed customers only) Yes No			

Additional Contact

Contact For:
 Premium/Billing
 Claims
 Administration
 Renewal Census
 (Self-administered only)
 EOI

Contact Name			
Address (if different than above)			
City, State, Zip			
Contact Phone & Fax			
Contact Email			
If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:			
Should this contact have access to:			
Online Billing and Reporting Yes No			
Online Eligibility Maintenance (List Billed customers only) Yes No			

Policy Administration

BILLING INFORMATION

1. **Billing Assumptions:** All bills will be sent to the primary contact indicated in the Contact Information section above. Unless otherwise agreed to, or stated in the Group Insurance Proposal, billing statements will be issued on a monthly basis. Premium is due on the first day of the month. The group policy will include a premium grace period provision.

2. **Billing Type and Frequency*:** Select the billing type and frequency you prefer:
 List Bill (*mandatory for Dental, Vision and Groups under 50 covered employees*)
 Are confirmation statements of Voluntary Term Life coverage necessary for each employee? Yes No
 Self – Administration Bill (*mandatory for Stand Alone AD&D, Stand Alone VAD&D, Business Travel*)

*Monthly in Advance is the ONLY billing frequency offered for these products.



We recommend that all groups under 200 covered employees be set up with the List Bill option that provides you with a monthly-itemized bill. This option provides you online access to the following:

- Enrollment Data Administration- Adds, Terminations and Changes
- Management Reports: Standard and On Demand formats
- Real-Time reporting access to Evidence of Insurability member status
- Administrative Invoice Verification Tool

3. **Enrollment Method** (*required for List Billing only*): Indicate what method your billing should be based on:
 Excel census Enrollment forms Both
 Specify which method takes precedence in the event of conflicting information
 Excel census Enrollment forms

4. **Payroll Deduction Frequency:** Indicate payroll deduction frequency for any voluntary and/or contributory coverages:
 Select one option.

Monthly Weekly Bi-Weekly Semi-Monthly 9thly 10thly 13thly
 (Standard) (52/yr) (26/yr) (24/yr)

Specify first payroll date following the effective date (mm/dd/yyyy):

5. **Billing Format:** If you have multiple locations, we can include a location name and number on your billing statement or send a separate bill to each location. Select the billing format you prefer:

One bill for all locations/divisions sent to Primary Contact (Standard)
 One bill itemized by location/division codes sent to Primary Contact (*available for List Billed customers only*)
 One bill for each location/division sent to the applicable location contacts:

Additional Billing Location

Location Name & Number			
Contact Name			
Billing Address			
City, State, Zip			
Contact Phone & Fax			
Contact Email			
Should this contact have access to:			
Online Billing and Reporting Yes No			
Online Eligibility Maintenance (<i>List Billed customers only</i>) Yes No			

Policy Administration

ELIGIBILITY INFORMATION

Unless otherwise noted in the Group Insurance Proposal, the policy will be issued with the following provisions.

- Eligibility Rules:** A clear definition of eligibility rules by class is necessary to properly administer your plan. Complete the table below to clarify whether or not any classes have varying eligibility criteria by product (*include all variations*). If eligibility does not vary by class or product, only complete the first row of the below chart.

- Class Description – How the employees class should be described in the policy
- Minimum Hours – Minimum number of hours an employee must work to be eligible for coverage
- Waiting Period – Days, months, years an employee must be employed full-time before becoming eligible for coverage
- Effective Date – Day on which coverage begins after employees satisfy the waiting period
- Termination Date – Day on which coverage terminates once an employee is no longer eligible

MINIMUM HOURS	COVERAGE WAITING PERIOD	COVERAGE EFFECTIVE DATE	REHIRE EFFECTIVE DATE	COVERAGE TERMINATION DATE	APPLIES TO WHICH PRODUCTS	
Class Description:						
<div>Hours</div> <div>Week</div> <div>Month</div> <div>Quarter</div> <div>Year</div>	<div>Days</div> <div>Months</div> <div>Years</div>	<div>on the day¹</div> <div>first day of month</div> <div>coinciding with policy²</div> <div>first day of month</div> <div>following³</div>	<div>on the day¹</div> <div>first day of month</div> <div>coinciding with policy²</div> <div>first day of month</div> <div>following³</div>	<div>on the day-</div> <div>(Required for disability)</div> <div>last day of month</div> <div>(Required for critical illness)</div> <div>(Required for accident)</div>	<div>Life</div> <div>STD</div> <div>LTD</div> <div>Dental</div> <div>Crit Illness</div> <div>Accident</div> <div>Hospital Indemnity</div> <div>Stand Alone AD&D</div> <div>Stand Alone VAD&D</div> <div>Vision</div>	<div>Vol. Life</div> <div>Vol. STD</div> <div>Vol. LTD</div> <div>Vol. Dental</div> <div>Vol. Crit Ill</div> <div>Vol. Acc</div> <div>Vol. Hosp.</div> <div>Indem.</div> <div>Busn Travel</div> <div>Vol. Vision</div>
Class Description:						
<div>Hours</div> <div>Week</div> <div>Month</div> <div>Quarter</div> <div>Year</div>	<div>Days</div> <div>Months</div> <div>Years</div>	<div>on the day¹</div> <div>first day of month</div> <div>coinciding with policy²</div> <div>first day of month</div> <div>following³</div>	<div>on the day¹</div> <div>first day of month</div> <div>coinciding with policy²</div> <div>first day of month</div> <div>following³</div>	<div>on the day-</div> <div>(Required for disability)</div> <div>last day of month</div> <div>(Required for critical illness)</div> <div>(Required for accident)</div>	<div>Life</div> <div>STD</div> <div>LTD</div> <div>Dental</div> <div>Crit Illness</div> <div>Accident</div> <div>Hospital Indemnity</div> <div>Stand Alone AD&D</div> <div>Stand Alone VAD&D</div> <div>Vision</div>	<div>Vol. Life</div> <div>Vol. STD</div> <div>Vol. LTD</div> <div>Vol. Dental</div> <div>Vol. Crit Ill</div> <div>Vol. Acc</div> <div>Vol. Hosp.</div> <div>Indem.</div> <div>Busn Travel</div> <div>Vol. Vision</div>
Class Description:						
<div>Hours</div> <div>Week</div> <div>Month</div> <div>Quarter</div> <div>Year</div>	<div>Days</div> <div>Months</div> <div>Years</div>	<div>on the day¹</div> <div>first day of month</div> <div>coinciding with policy²</div> <div>first day of month</div> <div>following³</div>	<div>on the day¹</div> <div>first day of month</div> <div>coinciding with policy²</div> <div>first day of month</div> <div>following³</div>	<div>on the day-</div> <div>(Required for disability)</div> <div>last day of month</div> <div>(Required for critical illness)</div> <div>(Required for accident)</div>	<div>Life</div> <div>STD</div> <div>LTD</div> <div>Dental</div> <div>Crit Illness</div> <div>Accident</div> <div>Hospital Indemnity</div> <div>Stand Alone AD&D</div> <div>Stand Alone VAD&D</div> <div>Vision</div>	<div>Vol. Life</div> <div>Vol. STD</div> <div>Vol. LTD</div> <div>Vol. Dental</div> <div>Vol. Crit Ill</div> <div>Vol. Acc</div> <div>Vol. Hosp.</div> <div>Indem.</div> <div>Busn Travel</div> <div>Vol. Vision</div>

Note: All of the following examples assume a standard enrollment period of 31 days.

¹ "on the day" means insurance is effective on the day after satisfaction of the waiting period (if applicable), or on the day the enrollment form is signed (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on April 15.

- Contributory Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form on or before May 16 would begin on the day the form is signed.

² **“first day of month coinciding with policy”** means insurance is effective on the first day of the month that coincides or follows satisfaction of the waiting period (if applicable), or on the *first day of the month coinciding with or following the day the enrollment form is signed* (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1. Insurance for an employee with a hire date of May 1 would also begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. Insurance for an employee with a hire date of May 1 that signs form on May 1 would begin on May 1. For either hire date, if the form is signed after May 1 but on or before May 16, insurance would begin on June 1.

³ **“first day of month following”** means insurance is effective on the first day of the month that follows satisfaction of the waiting period (if applicable), or on the *first day of the month following the day the enrollment form is signed* (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. If the form is signed on or after May 1 but on or before May 16, insurance would begin on June 1.

Dental and Vision: Enrollment in the dental and vision plan is for a 1-year period. Employees/dependents may not terminate or change coverage during the Policy Year without a qualifying Life Event as defined in the Certificate. Without a qualifying Life Event, terminations and/or changes are only allowed during the Annual or Subsequent Enrollment Period.

2. Eligibility Assumptions

a. Rehire/Reinstatement

- The Policyholder can elect to include a rehire/reinstatement provision in their coverage.
- The standard rehire/reinstatement period for Layoff and Leave of Absence for employer groups is 90 days for life, disability, critical illness, accident, hospital indemnity, vision and dental coverages (basic and voluntary).
 - Rehire/reinstatement for Leave of Absence is **not available** for non-employer groups.

b. Continuation of Coverage

- The Policyholder can elect to include a continuation provision in their coverage.
- For Life and Hospital Indemnity coverage, the standard Continuation period of Temporary Layoff, Furlough or Personal Leave is 12 weeks.
- For Accident and Critical Illness coverages, the standard Continuation period of Temporary Layoff or Personal Leave is 12 weeks.
- For Disability coverages, Continuation for Temporary Layoff, Furlough or Personal Leave is not standardly included.
- For Dental and Vision coverage, the standard Continuation is until the end of the month.
- Continuation is **not available** for non-employer groups.

NOTE: Changes from standard may affect premium rates. Contact your Implementation Manager for Information.

3. **Domestic Partner:** Are Domestic Partners covered? Yes No

4. Annual Open Enrollment:

Mutual of Omaha has agreed to annual open enrollments to occur for a period of up to 90 days each year, subject to the enrollment strategy requirements. The first annual enrollment period will occur after the effective date of the policy.

During this annual period, the covered participant(s) may elect insurance for the first time or request increased insurance (if applicable) without providing health information. The start and end dates of the annual period must be approved in writing by an authorized representative from Mutual of Omaha's home office. Outside of this annual period, insurance may only be elected or increased through completion of the Evidence of Insurability health underwriting process for the covered participant(s) except for any new participant(s) or those experiencing a life event according to the policy.

5. Annual Open Enrollment: Dental

An annual open enrollment for a dental plan must be approved by underwriting at the time of quote. Without an approved annual open enrollment period, any benefit waiting periods or late entrant provisions will remain applicable during the annual/subsequent enrollment period.

Policy Administration

EARNINGS DEFINITION

Insurable earnings: All employees' insurable earnings must be clearly defined so that premiums and claim payments are correctly calculated. Specify Class Description and Definition of Earnings for each class of employees.

Check this box if the Earnings Definition applies to all Class Descriptions and only complete Class 1.

	Class 1			Class 2			Class 3		
Class Description									
Current Calendar Year ¹									
Overtime									
Differentials									
Other Extra Compensation									
Commissions		Number of Months Averaged			Number of Months Averaged			Number of Months Averaged	
Bonuses ²		12	24	36		12	24	36	
Prior Year W-2 ³									
Prior Calendar Year Average Earnings									

¹Earnings will be determined on the last day worked. Salary shall not exceed payroll records or premium paid.

²Additional approval may be necessary

³Bonuses, Commissions and Overtime are included

If the Earnings Definition you select here is different from what is shown on the Sold Proposal or if you do not see the Earnings Definition you want, please contact your Implementation Manager.

PREMIUM CONTRIBUTIONS

Key

- A. **Non-Contributory** - 100% EmployER funded.
- B. **Contributory** - EmployER & EmployEE funded.
- C. **Voluntary** - 100% EmployEE funded with post-tax dollars. The EmployER is not grossing up employee wages or indirectly funding the program.
- D. **Gross-Up** - 100% EmployEE funded with post-tax dollars. The EmployER grosses up the employee wages.
- E. **Tax Choice (IRS Revenue Ruling 2004-55)** - 100% EmployER funded. EmployEEs are offered the choice of whether to have the premium included in their taxable income.
- F. **Core / Buy-Up** - Core plan is fully funded by the EmployER. The Buy-Up plan is fully funded by the EmployEE.
- G. **Section 125** - EmployEE or EmployER funded.

Please take a minute to review the Group Insurance Proposal and verify the proposed plan's premium contributions and participation levels are accurate.

1. For Contributory coverage, indicate the percentage of premium paid by both the EmployER and EmployEE.

	ER %	EE %	Pre-Tax Post-Tax	Section 125 Plan
Life (EE)				Yes
Life (DEP)				Yes
LTD				Yes
STD				Yes
Dental (EE)				Yes
Dental (DEP)				Yes
CI (EE/CH)				Yes
CI (SP)				Yes
Accident				Yes
HI (EE)				Yes
HI (DEP)				Yes
Standalone AD&D				Yes
Vision (EE)				Yes
Vision (DEP)				Yes
MA PFL*				n/a
MA PML*				n/a

If any benefits are offered under a Section 125 plan, please indicate your subsequent enrollment period (mm/dd): _____

2. If Disability coverage is being applied for, it is important to know how premiums are funded as this will affect the tax treatment of benefit payments. Please select how Disability premiums will be funded.

Type (See Above Key)	Contribution	STD	LTD
A. Non-Contributory	100% Employ <u>ER</u>	Yes	Yes
B. Contributory	Employ <u>ER</u> / Employ <u>EE</u>	Yes	Yes
C. Voluntary	100% Employ <u>EE</u>	Yes	Yes
D. Gross-Up	100% Employ <u>EE</u>	Yes	Yes
E. Tax-Choice	Employ <u>ER</u>	Yes	Yes
F. Core / Buy-Up	Employ <u>ER</u> / Employ <u>EE</u>	Yes	Yes
G. Section 125	Employ <u>ER</u> / Employ <u>EE</u>	Yes	Yes

POLICY INFORMATION

Active at work requirement: Unless expressly agreed in advance by Mutual of Omaha, we will issue our standard and approved policy language.

An employee must meet an Active Work requirement to become insured. Will all proposed insureds meet the Active Work requirement?

Yes All employees listed on the census or any form of enrollment we are providing to you are actively working.

No Not all employees are actively working.
If No please provide a separate listing of employees and their date of birth who will be excluded from the billing statement. Unless otherwise approved by us, the listed employees will not be covered until the return to active work.

For Life, Dental, Vision, Accident, Critical Illness, and Hospital Indemnity coverage, if employees are not “actively at work”, continuity of coverage options may apply. Employees who will not meet the Active Work requirement, or who are not eligible under Mutual of Omaha’s continuity of coverage provisions, will be covered once they return to active work and will be added to the billing statement at that time.

Continuity of Coverage Information:

If the Mutual of Omaha policy replaces a prior plan that contained a provision allowing for continuation of coverage, the Mutual of Omaha policy will provide coverage subject to all of the conditions below for an employee who:

- was insured under the prior plan on the day prior to the Mutual of Omaha policy effective date
- is otherwise eligible under the Mutual of Omaha policy, but is not actively working on the policy’s effective date due to injury or sickness or a leave of absence under federal or state law that allows for continuation of insurance
- is not eligible for benefits or continuation of insurance under any provision of the prior plan (i.e. waiver of premium, conversion, portability)
- is not a retired employee (unless the policy provides coverage for retired employees)
- **is not totally disabled** on the Mutual of Omaha policy’s effective date (applies to continuity of **Life** coverage only)

PLEASE NOTE:

- Insurance is subject to uninterrupted payment of premium to us when due.
- Collection of premium does not guarantee payment of a claim. For **Life** claims, if it is determined at the time of claim that the insured was totally disabled as of the policy effective date, the claim will not be paid.
- For **Life, Accident Critical Illness, and Hospital Indemnity** coverage, if the insured has not returned to active work with the Policyholder by the end of the Continuity of Coverage provision, the Policyholder is responsible for providing the insured with conversion rights within 31 days of coverage ending.

For Disability coverage, employees who will not meet the Active Work requirement will be covered once they return to active work.

Extraterritorial States

The states listed below have enacted legislation that requires insurers to provide specific coverage for people residing in their states. If you have employees residing in any of these states, please select the states that would apply.

APO/FPO Americas	Foreign	Mississippi	Pennsylvania
APO/FPO Europe	Georgia	Missouri	Puerto Rico
APO/FPO Pacific	Guam	Montana	Rhode Island
Alabama	Hawaii	N Mariana Islands	South Carolina
Alaska	Idaho	Nebraska	South Dakota
American Samoa	Illinois	Nevada	Tennessee
Arizona	Indiana	New Hampshire	Texas
Arkansas	Iowa	New Jersey	Utah
BR Virgin Isl	Kansas	New Mexico	Vermont
CANAL Zone	Kentucky	New York	Virgin Islands
California	Louisiana	North Carolina	Virginia
Colorado	Maine	North Dakota	Washington
Connecticut	Marshall Islands	Ohio	West Virginia
Delaware	Maryland	Oklahoma	Wisconsin
District of Columbia	Massachusetts	Oregon	Wyoming
Fed St of Micronesia	Michigan	Palau	
Florida	Minnesota	Panama	

ERISA

Employee Retirement Income Security Act of 1974 (ERISA) is the federal law that sets minimum standards for most employer-sponsored benefits plans. For more information on ERISA, visit the U.S. Department of Labor (DOL) website at <https://www.dol.gov/dol/topic/health-plans/erisa.htm>.

1. Are your benefit plan(s) subject to ERISA?

Nearly 90% of our clients are ERISA plans. Corporations, partnerships, sole proprietorships, and non-profit organizations are covered, **but governmental employers and churches are not**, and are exempt from the application of ERISA.

Yes No

If yes, you must complete numbers 2-4 on this page.

2. Provide the ERISA plan administrator contact information below. This person is employed at your company and will receive information for annual reporting to the DOL.

Name	
Email Address	
Mailing Address	
Phone	

3. In the boxes below, please provide the three-digit Plan Number (beginning with a '5'), Plan Year and type of coverage. This information can be found on your welfare benefit plan Form 5500.

Plan Number	5	5	5	5	5	5
Plan Anniversary (mm/dd)	/	/	/	/	/	/
Type of Coverage						

Summary Plan Document (SPD) materials include ERISA plan numbers and anniversary dates. Plan anniversary dates also indicate when you need information for your annual 5500 Schedule A DOL filing.

4. Would you like your ERISA information included in your Certificate booklet(s)?

This relates to ERISA SPD requirements.

Yes No

Note: The employer is ultimately responsible under ERISA for the benefits it agrees to provide its employees.

Policy Administration

Dental

Dental ID cards will be mailed to the Employee's home address unless indicated otherwise below.
Mail Employee ID Cards to the Employer.

The dental Policy Year will be a Calendar Year unless otherwise specified. Meaning the deductible and annual maximum will start January 1 and end December 31 each year. If the Policy Year is to be a Plan Year, please define the Plan Year:

Start Date: _____ End Date: _____

The dental deductible and annual maximum will begin each year on this Start Date and will end on this End Date.

Vision

Vision ID cards will be mailed to the Employee's home address. Vision ID cards cannot be mailed to the employer.

ACCEPTANCE OF TERMS AND CONDITIONS

I confirm that I have reviewed and completed all appropriate section of the Group Insurance Application and the Policy Administration document included in this Guide.

I agree to and accept the terms and conditions of the Group Insurance Proposal, the Group Insurance Application, and eligibility, benefit, cost details and other information provided in this Guide.

Company Name: _____

Printed name of Authorized Company Representative: _____

Signature of Authorized Company Representative: _____

Title: _____ Date: _____

An implementation call will take place during the setup of your new coverage. Who should be contacted in this call?

Primary Contact Producer Other _____

Name: _____

Phone: _____

Policy Administration

DENTAL AND VISION – HIPAA RELEASE

I certify that the internal plan documents of the below named Policyholder have been amended to fully comply with all HIPAA Privacy and Security Rules. I further certify that I am authorized to allow the release of Protected Health Information (PHI) for members of the Policyholder to the below named individuals for business purposes. These persons are authorized to receive protected member information related to dental and vision claims processed on behalf of the Policyholder by United of Omaha Life Insurance Company/Mutual of Omaha Insurance Company.

Name:	
Title:	
Address:	
City/State/Zip Code:	
Phone:	
Email:	

Name:	
Title:	
Address:	
City/State/Zip Code:	
Phone:	
Email:	

Name:	
Title:	
Address:	
City/State/Zip Code:	
Phone:	
Email:	

Name:	
Title:	
Address:	
City/State/Zip Code:	
Phone:	
Email:	

Policyholder Legal Name:

Authorized Signature:

Print Name:

Title:

Date:

Note: Specific persons must be listed.

Group Insurance Application

United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza • Omaha, NE 68175



APPLICANT INFORMATION

Applicant (Full Legal Name)

Address

City

State

ZIP

REQUESTED EFFECTIVE DATE

Insert Date on this Line 10-01-2022

If this application is approved, insurance will become effective on the requested effective date, unless United of Omaha Life Insurance Company sends written notice of a different effective date.

Coverage(s) being applied for	GROUP (Contributory / Non-Contributory)	GROUP VOLUNTARY (100% Employee Paid)
Life	<input type="checkbox"/>	<input type="checkbox"/>
Life / AD&D	<input type="checkbox"/>	<input type="checkbox"/>
Short Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Critical Illness	<input type="checkbox"/>	<input type="checkbox"/>
Hospital Indemnity	<input type="checkbox"/>	<input type="checkbox"/>
Accident	<input type="checkbox"/>	<input type="checkbox"/>

REQUIRED FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, may be guilty of a crime and may subject such person to criminal and civil penalties.

ACKNOWLEDGEMENT AND SIGNATURE

All statements in this application and any claims experience data provided to United of Omaha Life Insurance Company are true and complete and will be relied upon by United of Omaha Life Insurance Company to determine whether to issue a policy. Such statements and claims experience data, along with the group insurance proposal from United of Omaha Life Insurance Company, are the basis for any policy issued by United of Omaha Life Insurance Company. All statements shall be deemed representations and not warranties. Any incomplete, incorrect or misleading statements or data may void this application and any issued policy as of the effective date.

If an authorized representative at United of Omaha Life Insurance Company's Home Office does not approve this application, no insurance is in effect at any time and any advance payment received will be returned.

Applicant Signature		
Name		
Title		Date
Broker Signature	Name	License #



Employer Group Information

(Mid-Market)

Indicate N/A in any sections that do not apply to your group

SECTION A

Employer Name	Employer Tax ID #
Account # (renewing groups only)	

SECTION B

MEDICARE SECONDARY PAYER (MSP) EMPLOYER ACKNOWLEDGEMENT

Under federal law, it is the employer's responsibility to inform its insurer or third-party administrator of proper employee counts for the purpose of determining payment priority between Medicare and another insurer. Employer size, not group health plan size, is used in determining whether the group health plan or Medicare is the primary payer. **In the absence of employer-provided employee counts, CMS requires that the employer's group health plan coverage be considered primary to Medicare. Fax or email completed form to 312-233-4244; data_collection@bcbstx.com. A response is required for every question. For help in completing this form, refer to the: *Instructions — Completing the Annual MSP Employer Acknowledgement* located at the end of this document.**

New BCBSTX clients please check the applicable box:		<input type="checkbox"/> The client was not in business the preceding calendar year <input type="checkbox"/> The client was in business during the preceding year	
Current BCBSTX clients please check the correct box:		<input type="checkbox"/> Submitting this form as an update <input type="checkbox"/> Submitting this form as an error correction	
Do you have any affiliates or subsidiaries? If "yes", list name of each: _____		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Some of the following responses are based on the current calendar year, while others are based on the preceding year. Unless making an update or error correction, please use the year of your upcoming renewal as 'current year' when answering the following questions. For example, if your upcoming renewal is effective July 1, 2021, base your current year answers on 2021. Or, if your upcoming renewal is effective January 1, 2022, base your current year answers on 2022. If there have not yet been 20 weeks in the current calendar year, base your answer on current employee current year count. Understand that you are obligated to notify BCBSTX if and when your status changes. Please indicate the current calendar year for which the form is being completed:		Current Year	
1. In the year immediately prior to the current calendar year, did you file a separate federal tax return that is not consolidated with another individual or entity? If you are not required to file a federal tax return, please check N/A.	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. How many employees did all the entities on the preceding calendar year's tax return have on the payroll (whether full-time, part-time, seasonal, or partners) during the preceding calendar year? Enter number of employees.	# of employees		
3. Are you part of a multi-employer group health plan? The term "multi-employer group health plan" means any trust, plan, association or any other arrangement made by one or more employers or by employers and unions to offer, contribute to, sponsor, or directly provide health benefits. Questions 5 and 7 must also be completed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

<p>4. Did you have 20 or more (full-time, part-time, seasonal, or partners) total employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year?</p> <p>■ Check 'Yes' or 'No' for both the current and preceding calendar years</p> <p><input type="checkbox"/> If you checked "Yes" for the current calendar year, and the threshold was met during the current year, please check this box and enter the date the threshold was met in the following space. _____ / _____ / _____</p> <p><input type="checkbox"/> If you check "No" for the current year and your answer changes to "Yes" at any time, you must promptly notify BCBSTX by completing a new EGI, checking this box and entering the date the threshold was met in the space above.</p>	Current Year (see above)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Preceding Year	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>5. If you are currently or were during the preceding year part of a multi-employer group health plan (as defined in #3), did any one employer that is part of the multi-employer group health plan have 20 or more (full-time, part-time, seasonal, or partners) total employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year?</p> <p>■ If you answered 'Yes' to #3, then check 'Yes' or 'No' for both the current and preceding calendar years</p> <p>■ If you answered 'No' to #3, then check 'Yes' or 'No' for the preceding calendar year only</p>	Current Year (see above)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Preceding Year	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Did you have 100 or more (full-time, part-time, seasonal, or partners) total employees on 50 percent or more of your business days during the preceding calendar year?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. If you are part of a multi-employer group health plan (as defined in #3), did any one employer that is part of the multi-employer group health plan have 100 or more (full-time, part-time, seasonal, or partners) total employees on 50 percent or more of your business days during the preceding calendar year?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECTION C

COBRA IS FEDERALLY MANDATED AND APPLIES TO EMPLOYERS WITH 20 OR MORE FULL-TIME OR PART-TIME EMPLOYEES. EMPLOYER PENALTIES FOR NONCOMPLIANCE MAY APPLY.

- a. Did your company employ 20 or more full-time and/or part-time employees for at least 50% of the workdays of the preceding calendar year? ☐ Yes ☐ No
- b. Are you subject to the Consolidated Omnibus Reconciliation Act (COBRA)? ☐ Yes ☐ No
- If "yes", list names and number of individuals (qualified beneficiaries) currently on COBRA continuation*:

Name of COBRA Continuee	Coverage Type (Individual or Family)	Projected COBRA Termination Date (MM/DD/YYYY)	Type of Coverage Extended
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____ / ____ / ____	<input type="checkbox"/> Health <input type="checkbox"/> Dental
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____ / ____ / ____	<input type="checkbox"/> Health <input type="checkbox"/> Dental
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____ / ____ / ____	<input type="checkbox"/> Health <input type="checkbox"/> Dental

It is your responsibility to annually inform BCBSTX of whether COBRA is applicable to you based upon your full and part-time employee count in the prior calendar year. Failure to advise BCBSTX of a change of status could subject you to governmental sanctions.

*All as defined by ERISA and/or other applicable law/regulations.

Workers' Compensation.

Are any employees currently receiving Workers' Compensation benefits? ☐ Yes ☐ No

If "yes", list names and date last worked:

Employee Name	Date Last Worked
	____/____/____
	____/____/____
	____/____/____

State Continuation Privilege on Termination of Coverage.

All employees, members, or dependents are entitled to state continuation of group coverage under certain conditions.

List names and number of continued persons currently on state continuation coverage:

Name of State Continuee	Coverage Type (Individual or Family)	Projected State Continuation Termination Date (MM/DD/YYYY)	Type of Coverage Extended
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____/____/____	<input type="checkbox"/> Health <input type="checkbox"/> Dental
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____/____/____	<input type="checkbox"/> Health <input type="checkbox"/> Dental
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____/____/____	<input type="checkbox"/> Health <input type="checkbox"/> Dental

State Continuation of Group Coverage for Certain Dependents.

A dependent of an insured is entitled to state dependent continuation under certain conditions. List names and number of continued dependents on state (3 years) dependent continuation coverage:

Name of State Dependent Continuee	Coverage Type (Individual or Family)	Projected State Continuation Termination Date (MM/DD/YYYY)	Type of Coverage Extended
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____/____/____	<input type="checkbox"/> Health <input type="checkbox"/> Dental
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____/____/____	<input type="checkbox"/> Health <input type="checkbox"/> Dental
	<input type="checkbox"/> Individual <input type="checkbox"/> Family	____/____/____	<input type="checkbox"/> Health <input type="checkbox"/> Dental

SECTION D

FOR MLR AND MARKET SEGMENT PURPOSES ONLY

The Affordable Care Act (ACA) established Medical Loss Ratio (MLR) standards for health insurers, which requires that Blue Cross and Blue Shield of Texas report annually whether coverage is in the individual, small group or large group market of a state. Therefore, your assistance is needed to classify your coverage for each MLR reporting year. Generally, the MLR is the percentage of earned premiums that the insurer spends on health care services and quality improvement activities. If the insurer's MLR is less than ACA's MLR standard for a group market of a state, the insurer may provide ACA-MLR rebates in that market.

This section and the information you provide will assist us in completing our ACA-MLR report and distributing any ACA-MLR rebates that may be provided for an ACA-MLR reporting year. Please complete the information requested below. This section and the information you provide will also assist us in determining your market segment, products and rates.

1. Employer Size. (Required for new groups only)

For the purpose of determining employer size:

- An “employee” is defined as any individual employed by an employer. An employee includes full-time, part-time and seasonal employees.
- Persons treated as a single employer under Internal Revenue Code Section 414(b), (c), (m) or (o) should be treated as a single employer.
- If your company is wholly owned by an individual (or an individual and his/her spouse), do not include the individual and his/her spouse in your response below.
- Partners in a partnership should not be counted as employees.

Check the box that applies to your company (employer):

☐ My company (employer) **existed** during the preceding calendar year. What is the average number of employees that your company (employer) employed on business days during the calendar year (January 1 – December 31) preceding the effective date of coverage? For example, if your effective date is July 1, 2021 then you would base your answer on calendar year 2020.

☐ My company (employer) **did not exist** at any time during the preceding calendar year. What is the average number of employees that your company (employer) is reasonably expected to employ on business days during the current calendar year?

Is your company a partnership? ☐ Yes ☐ No

2. Church Plan.

In order to provide an ACA-MLR rebate to a policyholder, the MLR regulations require that an insurer obtain a written assurance from the policyholder that any rebate will be used for the benefit of enrollees as described in MLR regulations (45 C.F.R. 158.242). If the written assurance is not provided, the MLR regulations require that an insurer distribute any rebate directly to certain subscribers of the plan (rather than to the policyholder).

Does the policyholder listed sponsor a church plan* in connection with the policyholder's BCBSTX coverage?

☐ No, the group health plan is NOT a church plan.

☐ Yes, the group health plan is a church plan. If yes, check one of the following:

☐ The policyholder **WILL** use any rebate for the benefit of enrollees as described above.

☐ The policyholder **WILL NOT** use any rebate for the benefit of enrollees as described above. I understand that, if this box is checked, BCBSTX may distribute any rebate directly to certain subscribers of the plan.

* "Church plan" has the meaning given the term in Internal Revenue Code Section 414(e).

If you have any general questions about this request, please contact our Medical Loss Ratio Hotline at 855-804-3635, 8 a.m. to 6 p.m. CT, Monday through Friday. Should the employer's or plan's status change, please contact your account representative.

I, the undersigned, a duly authorized representative of policyholder, represent and warrant that the information contained in this Section D is true, correct and complete to the best of my knowledge and belief.

Employer or Authorized Purchaser Signature and Title

Date

IMPORTANT NOTE

Under federal law, it is the employer's responsibility to annually inform its insurer or third-party administrator, such as Blue Cross and Blue Shield of Texas (BCBSTX), of proper employee counts for the purpose of determining payment priority between Medicare and another insurer. In the absence of employer-provided employee counts, CMS requires that the employer's group health plan coverage be considered **primary to Medicare**.

Background

When an individual is covered by both Medicare and an employer's group health plan (GHP), Medicare secondary payer (MSP) rules specify that the employer's total size, not group health plan enrollment size, is a factor in determining whether Medicare benefits are primary or secondary. Employer size is a factor in MSP order of payment determinations when the covered individual is Medicare-entitled due to either age ("working aged") or disability.

Employer Information — Who is the Employer?

For MSP purposes, the employer is the legal entity that employs the employees. For example, the employer may be an individual, a partnership, or a corporation. In some situations, it may not be clear which corporation or individual is the employer for MSP purposes. In these cases, employers must use Internal Revenue Service aggregation rules provided in the Internal Revenue Code [IRC 26 U.S.C. Sections 52(a), 52(b), 414(n) (2)]. In general, these rules specify that single employers include:

- all employees of all corporations that are members of the same controlled group of corporations, and
- all employees of trades or business (whether incorporated or not), e.g., employees of partnerships, LLCs, proprietorships that are under common control.

The Centers for Medicare & Medicaid Service's (CMS) *MSP Manual* provides additional guidance about aggregation for affiliated service groups and religious orders, as well as authoritative information about employer size and other MSP topics. The *MSP Manual* is available online at <http://www.cms.hhs.gov/Manuals/IOM/list.asp>.

Question 1 — Did you file a separate Federal Tax Return?

If you filed a federal tax return that did not include information about any other individual or entity, check "Yes." If you filed a federal tax return consolidated with another individual or entity, check "No." If you are not required to file a federal tax return, check "N/A."

Question 2 — Employer Size from Your Federal Tax Return Information

How many employees did all the entities listed on the tax return have on the payroll (whether full-time, part-time, seasonal or partners) during the prior calendar year? It is important that you enter the total number of employees for all entities (including parent, subsidiaries and affiliated entities) listed on the tax return, since this may determine whether or not Medicare will be the primary payer of claims. Subsidiaries of foreign companies must count the number of employees of the organization worldwide.

Question 3 — Are you part of a multi-employer group health plan?

Authoritative guidance for determining multiple employer group health plan participation can be found in the Code of Federal Regulations at 29 CFR § 2510.3-37.

Questions 4 and 5 — Working Aged Rule & Employer Size

Under the MSP “working aged” rule, Medicare is secondary to the employer’s GHP coverage if the employer’s size equals 20 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year. (*Question 4 refers to this standard as “the threshold.”*) **Note:** The year of your upcoming renewal is the ‘current’ year. If there have not yet been 20 weeks in the current calendar year, base your answer on current employee count. Understand that you are obligated to notify BCBSTX if and when your status changes. This also applies to multi-employer and multiple employer group health plans in which at least one employer employs 20 or more employees.

- **Counting individuals for the “20-or-more” employer size**

- Employees counted in the 20-or-more employer size include the total number of nationwide full-time employees, part-time employees, seasonal employees and partners who work or who are expected to report for work on a particular day.
- Those not counted in the 20-or-more employer size include retirees, COBRA qualified beneficiaries and individuals on other continuation options, and self-employed individuals who participate in the employer’s group health plan.

- **Employer size increases to 20 or more during the year**

If the employer’s size was below 20 during the preceding year, the employer’s GHP coverage becomes primary as soon as the employer has had 20 or more employees on each working day of 20 calendar weeks of the current year. The 20 calendar weeks do not have to be consecutive. Then, the employer’s GHP coverage is primary for the remainder of the year and during the following year.

For example, the employer’s size meets the 20-or-more employee threshold as of October 1, 2019. The employer’s GHP coverage becomes primary for services provided from October 1, 2019 through December 31, 2020.

Please note: If you check “No” for the current year in EAF **Question 4** and your answer changes to “Yes” at any time, you must promptly notify BCBSTX by completing a new EAF and indicating the date the change occurred in the space provided in **Question 4**.

- **Employer size fails to meet the threshold of ‘20 or more employees during 20 or more weeks’ during the year**

If the employer’s size met the threshold of 20 or more employees for each working day in each of 20 or more calendar weeks for the preceding year, but during the current calendar year the employer size never meets that threshold, the employer’s group health plan remains primary until the end of the current year.

For example, during 2019 the employer’s size met the threshold of 20 or more employees for each working day in each of 20 or more calendar weeks. However, during 2020 the employer’s size never meets this threshold. The employer’s group health plan coverage remains primary through December 31, 2020.

- **Individuals affected by the working aged rule**

The “working aged rule” applies to individuals who are Medicare-entitled due to age (age-65 or older) and

- Are covered under their employer’s GHP and have “current employment status” and the employer meets the “20-or-more” employer size requirements (above), or
- Are covered under their spouse’s (of any age) employer’s GHP and the spouse has current employment status and the employer meets the “20-or-more” employer size requirements (above).

Questions 6 and 7 — Disability Rule & Employer Size

Under the MSP “disability” rule, Medicare benefits are secondary to an employer’s large group health plan (LGHP) benefits when the employer size equals 100 or more full-time and/or part-time employees on 50 percent or more of the employer’s business days during the previous calendar year. The business days do not have to be consecutive.

For multi-employer plans, Medicare is the secondary payer for all individuals enrolled in the plan as long as at least one of the employers employs 100 or more employees. The 100-employee threshold is not based on the aggregate number of employees of all employers. If you are a multi-employer, please keep this in mind when completing **Questions 6 and 7**.

- **Counting individuals for the “100-or-more” employer size**

- Employees counted in the 100-or-more employer size include the total number of nationwide full-time employees, part-time employees, seasonal employees and partners who work or are expected to report for work on a particular day.
- Those not counted in the 100-or-more employer size include retirees, COBRA qualified beneficiaries and individuals on other continuation options, and self-employed individuals who participate in the employer’s group health plan.

- **Employer size increases to 100 or more during the year**

If the employer’s size meets the 100-or-more employee threshold at any time during the current year, the employer’s group health plan coverage will be primary to Medicare during the following year.

For example, an employer met the 100-or-more employee threshold on May 1, 2019. The employer’s GHP coverage will be primary for services provided from January 1, 2020, through December 31, 2020.

Please note: If you answer “No” to **Question 6**, you must promptly notify BCBSTX by completing a new EAF if your answer changes to “Yes” at the beginning of the next calendar year.

- **Employer size doesn’t meet the threshold of ‘100 or more employees during 50 percent of business days’ during the year**

If the employer’s size does not meet the 100-or-more employee threshold during the year, the employer’s GHP coverage is secondary to Medicare during the following year.

For example, during 2019 the employer’s size never meets the threshold of 100 or more full-time and/or part-time employees on 50 percent or more of the employer’s business days. The employer’s group health plan coverage will be secondary to Medicare for services provided from January 1, 2020, through December 31, 2020.

- **Individuals affected by the disability rule**

The “disability rule” applies to individuals who are Medicare-entitled due a Social Security Administration determination of disability and

- Are covered under their employer’s GHP and have “current employment status” and the employer meets the “100-or-more” employer size requirements (above), or
- Are covered under their spouse’s (of any age) employer’s GHP and the spouse has current employment status and the employer meets the “100-or-more” employer size requirements (above).

› Dental Insurance



More Than a Pretty Smile

Taking good care of your teeth and mouth is an important part of a healthy lifestyle. Practicing proper dental hygiene, like brushing, flossing, and avoiding sugary foods and drinks, is only part of the oral health equation. Visiting a dentist on a regular basis is also very important.

As an active employee of City of Burnet, you have access to a dental insurance policy from United of Omaha Life Insurance Company.

You have so many reasons to keep your teeth and gums healthy. Ongoing dental care will help you maintain the best possible oral – and overall – health and well-being.

Coverage guidelines and benefits are outlined in the chart below.



ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
Dependent Eligibility Requirement	A child must meet the eligibility requirements of the Policy and be under age 26 if eligible as defined by Policy. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.
Premium Payment	The premiums for this insurance are shared by you and the policyholder. The premium amounts below reflect your contribution to the cost of this insurance.

PLAN YEAR DEDUCTIBLES AND MAXIMUMS		IN-NETWORK	OUT-NETWORK
Type A		Waived	Waived
Type B & C Deductible			
Individual		\$50	\$50
Family		3 times Individual	3 times Individual
Annual Maximum		\$1,500	\$1,500
Orthodontia Lifetime Maximum		\$1,000	\$1,000
The same expenses may be used to satisfy both the In-Network and Out-Network deductible.			
COVERED SERVICES		IN-NETWORK	OUT-NETWORK
Type A Services		100%	100%
<ul style="list-style-type: none"> • Examinations/Evaluations • Bitewing X-rays • All Other X-Rays • Fluoride Treatments • Cleaning/Prophylaxis • Sealants • Space Maintainers • Brush Biopsy/Cancer Screening • Full Mouth X-rays, Panoramic Film 			
Type B Services		80%	80%
<ul style="list-style-type: none"> • Palliative Treatment • Periodontal Maintenance • Bruxism Appliances • Fillings • Stainless Steel Crowns • Simple Extractions • General Anesthesia or I.V. Sedation • Non-Surgical Periodontics 			
Type C Services		50%	50%
<ul style="list-style-type: none"> • Oral Surgery • Endodontics • Full or Partial Removable Dentures • Repair of Full or Partial Removable Dentures • Adjustments, Tissue Conditioning, Rebasing or Relining of Full or Partial Removable Dentures • Bridges • Repair/Recementation of Bridges • Cast Crowns, Inlays, Onlays, Labial Veneers • Repair/Recementation of Cast Crowns/Inlays/Onlays/Labial Veneers • Surgical Extractions • Surgical Periodontics 			
Orthodontia - All Insured Persons		50%	50%
<ul style="list-style-type: none"> • Harmful Habit Appliances 			

The plan pays the percentage shown after the deductible is satisfied up to the maximum. Additional information about the benefits and covered services of this plan will be included in the certificate booklet, which you will receive after enrolling for this coverage. Please contact your employer or benefits administrator if you have questions prior to enrolling.

The plan provides the same coverage levels for both In-Network and Out-Network services. However, because In-Network providers offer their services at predetermined fees, out-of-pocket expenses may be lower for plan members when receiving covered services from an In-Network provider.

The Maximum Allowance for Out-Network Services is based on the 90th Percentile as determined by Mutual of Omaha. Charges that exceed the Maximum Allowance (as defined in the certificate booklet) for any covered dental service are not considered.

ANNUAL OPEN ENROLLMENT PERIOD

The plan has an Annual Open Enrollment Period. Any Benefit Waiting Periods or Late Entrant Waiting Periods will be waived during this time period.

LIMITATIONS

Information about the limitations and exclusions for this plan will be included in the certificate booklet, which you will receive after enrolling for this coverage. Please contact your employer or Benefits Administrator if you have any questions prior to enrolling.

- Exams – 2 services in a 12 month period.
- Bitewing X-rays – 4 films in a 12 month period.
- Full Mouth X-rays or Panoramic Film – 1 in any 36 month period.
- Fluoride – For dependent children up to age 16. 2 services in a 12 month period.
- Harmful Habit Appliance – For dependent children up to age 14.
- Cleaning/Prophylaxis – 2 services in a 12 month period.
- Sealants – For dependent children up to age 16; one per permanent bicuspid or molar tooth in any 36 month period.
- Brush Biopsy/Cancer Screen – 2 services in a 12 month period.
- Space Maintainers – For dependent children up to age 16, includes recementations and removal.
- Fillings – Composite fillings on molars are limited to the amount otherwise payable for an amalgam filling. Replacement once in a 12 month period.
- Stainless Steel Crowns – For dependent children up to age 16; one per tooth per lifetime. Not for temporary restoration.
- Periodontal Maintenance – 2 services in a 12 month period in addition to routine cleaning. Following active periodontal treatment only.
- Cast Crowns, Inlays, Onlays, Labial Veneers – Replacement allowed once in 5 years.
- Bridges – Replacement allowed once in 5 years.
- Dentures – Replacement allowed once in 5 years.
- Bruxism Appliance – 1 in any 36 month period. Includes all adjustments.
- Orthodontia – Includes case workup, all appliances and one set of retainers.

SERVICES

Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.
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PREMIUM AMOUNTS AND ENROLLING FOR COVERAGE

Coverage Tier	Premium Amount (24 Payroll Deductions Per Year)
Employee/Member	\$2.90
Employee/Member + Spouse	\$14.34
Employee/Member + Child(ren)	\$20.93
Employee/Member + Family	\$36.73

To enroll for dental coverage:

- 1) Using the table above, first identify the tier of coverage you wish to enroll for. Options are available that provide coverage for you (the employee) only, or for you and your family. The amount listed in the Premium Amount column is the cost per paycheck for each tier of coverage.
- 2) Locate the Dental Coverage election section on your enrollment form. Place a \checkmark or an x in the Yes box next to the tier of coverage you wish to enroll for, then insert the Premium Amount for the tier you select into the Premium Amount column (if the premium amount is not already available on the form).
- 3) If you are enrolling for coverage for your dependents, complete the Dependent Information section of the enrollment form.

> Frequently Asked Questions

Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

When does my coverage begin?

Complete enrollment information must be submitted to us through your Benefits Administrator *prior* to the requested effective date. Enrollment will be accepted within 31 days following the day you become eligible; however your effective date will then be the first of the following month.

When does my coverage begin for my dependents?

A Dependent child is considered eligible for insurance at birth and may be added to your policy at any time up to the child's third birthday. If we do not receive notification of the child's enrollment by age 3, you will be required to wait until the next Subsequent Enrollment Period to enroll the child.

If I enroll now, can I change or drop my coverage at any time?

Your enrollment in this coverage is for a 12 month Policy Year. During the Policy Year, you may drop coverage, or add or remove dependents, or terminate coverage within 31 days of a qualifying Life Change Event (as defined in the Certificate). These events include the birth of a child, pending adoption, marriage, divorce or loss of other coverage.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Availability of benefits is subject to final acceptance and approval of the group application by the underwriting company. Dental insurance is underwritten by Mutual of Omaha Insurance Company or United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Insurance Company is licensed nationwide, except in New York Policy form number: G2018MP or state equivalent (In NC: G2018MP NC).





> Voluntary Vision Insurance

Mutual of Omaha Vision Powered by EyeMed



Your eyes are a window to overall health and wellness. Besides measuring your vision, routine eye exams are a simple, non-invasive tool that can help identify early signs of certain chronic health conditions.

Because early detection is key for treatment, regular eye examinations play a vital role in a healthy life.

Your Vision Matters

As an active employee of City of Burnet, you have access to a vision insurance policy from United of Omaha Life Insurance Company.

You have so many reasons to keep your eyes healthy. Ongoing vision care will help you maintain the best possible eye – and overall – health and well-being.

Coverage guidelines and benefits are outlined in the chart below.



ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for coverage.	
Dependent Eligibility Requirement	To be eligible for coverage, any dependent child(ren) must be under 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.	
Premium Payment	The premiums for this insurance are paid in full by you.	
BENEFITS	MEMBER COST IN-NETWORK	OUT-OF-NETWORK REIMBURSEMENT*
Exam with Dilation as Necessary	\$10 copay	Up to \$37
Exam Options: <ul style="list-style-type: none">•Retinal Imaging•Standard Contact Lens Fit & Follow-up•Premium Contact Lens Fit & Follow-up	<ul style="list-style-type: none">•Up to \$39•Up to \$40•10% off retail price	•Not Applicable
Frames <ul style="list-style-type: none">•Any available frame at provider location	<ul style="list-style-type: none">•\$0 copay, \$150 allowance plus 20% off balance over	•Up to \$66

	allowance	
Standard Plastic Lenses: <ul style="list-style-type: none">•Single Vision•Bifocal•Trifocal•Lenticular•Standard Progressive Lenses (add on to bifocal copay)•Premium Progressive Lenses (add on to bifocal copay)<ul style="list-style-type: none">•Tier 1•Tier 2•Tier 3•Tier 4	<ul style="list-style-type: none">•\$10 copay•\$10 copay•\$10 copay•\$10 copay•\$65 copay•\$85 copay•\$95 copay•\$110 copay•\$65 copay plus 80% of charge less \$120 allowance	<ul style="list-style-type: none">•Up to \$32•Up to \$48•Up to \$76•Up to \$76•Up to \$48•Up to \$48•Up to \$48•Up to \$48
Lens Options: <ul style="list-style-type: none">•UV Coating•Tint (Solid and Gradient)•Standard Scratch Coating•Standard Polycarbonate (Adults)•Standard Polycarbonate (Children under 19)•Standard Anti-Reflective•Photochromic – Transitions•Other Add-ons	<ul style="list-style-type: none">•\$0 copay•\$0 copay•\$0 copay•\$40•\$0 copay•\$45•\$75•20% off retail price	<ul style="list-style-type: none">•Up to \$12•Up to \$12•Up to \$12•Not Applicable•Up to \$32•Not Applicable•Not Applicable•Not Applicable
Contact Lenses: (Contact lens allowance includes materials only) <ul style="list-style-type: none">•Conventional•Disposable•Medically Necessary	<ul style="list-style-type: none">•\$0 copay, \$150 allowance plus 15% off balance over allowance•\$0 copay, \$150 allowance•\$0 copay, paid in full	<ul style="list-style-type: none">•Up to \$102•Up to \$120•Up to \$210
Laser Vision Correction: <ul style="list-style-type: none">•LASIK or PRK from U.S. Laser Network	•15% off retail price or 5% off promotional price	
Additional Pair of Glasses or Contacts	40% discount off of complete pair of eyeglasses and 15% off conventional contact lenses once the funded benefit has been used	
FREQUENCY		
Exams	Once every 12 months	
Lenses or Contact Lenses	Once every 12 months	
Frames	Once every 12 months	

*Out-of-Network Reimbursement will be the lesser of the listed amount of the member's actual cost from the out-of-network provider. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see the online provider locator to determine which participating providers have agreed to the discounted rate.

EXCLUSIONS

We will not pay benefits for any services or materials connected with or changes arising from:

- orthoptic or vision training, subnormal vision aides and any associated supplemental testing;
- Aniseikonic lenses;
- medical or surgical treatment of the eye, eyes or supporting structures;
- any eye or vision examination, or any corrective eyewear required by the policyholder as a condition of employment;
- safety eyewear;
- services or materials provided or paid for in whole or in part by a state or federal government or its agencies;
- services or materials provided or paid for in whole or in part as a result of any workers' compensation or occupational disease law or as required by any federal or state governmental agency or program;
- Plano (non-prescription) lenses or contract lenses;
- non-prescription sunglasses;
- two pair of glasses in lieu of bifocals;
- services or materials provided or paid for in whole or in part by any other group benefit plan providing vision benefits;
- certain name brand vision materials for which the manufacturer maintains a no-discount practice;
- services rendered after the date an insured person ceases to be covered under the policy; or
- lost, stolen, or broken lenses, frames, glasses, or contact lenses until the next benefit frequency when vision materials would next become available.

SERVICES

Hearing Discount Program

The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.

PREMIUM AMOUNTS

Coverage Tier	Premium Amount (24 Payroll Deductions Per Year)
Employee/Member	\$3.81
Employee/Member + Spouse	\$7.44
Employee/Member + Child(ren)	\$7.80
Employee/Member + Family	\$10.71

› Frequently Asked Questions

If I enroll now, can I change or drop my coverage at any time?

Your enrollment in this coverage is for a 12-month Policy Year. During this Policy Year, you may add or remove dependents within 31 days of a qualifying Life Change Event (as defined in the Certificate). These events include the birth of a child, pending adoption, marriage, divorce or loss of other coverage.

How do I use my vision benefit?

Mutual of Omaha's affiliation with EyeMed's Insight Network offers access to over 91,000 providers. To access your vision benefit:

1. Locate an in-network provider of your choice by calling the Customer Care Center at **1-833-279-4358** or visiting **www.mutualofomaha.com/vision** and choosing a provider on the provider locator. Or download the EyeMed Members App on your iPhone, iPad or Android to view your benefit details and ID card right when you need it.
2. Schedule an appointment. Many of our providers also offer walk-in appointments, in which case, an appointment is not necessary.
3. When you arrive, identify yourself as an EyeMed member or present your ID card to receive services. (Vision ID Card is not required to receive services)
4. Your in-network provider will file claims on your behalf, so you don't have to worry about anything!

How can I view my Explanation of Benefits online?

Click on "View Your Benefits" and select "Claim Status". If an Explanation of Benefits is available for a claim, an EOB column will appear next to the claim. Click the "View" button to view the document. Note: If the EOB column does not appear, EOBs are not applicable to your plan.

Will I be able to choose any eyewear product available at an in-network provider location?

Yes! With your Mutual of Omaha vision benefits, powered by EyeMed, you can apply your benefit toward any available frame or brand of contact lenses that fit your vision needs and lifestyle.

Can I purchase two pair of eyeglasses and/or eyeglasses and contact lenses in the same benefit period?

Yes! You are eligible for additional discounts, once the covered benefit has been used. We offer the largest additional pair discount in the industry – 40 percent off eyeglasses and 15 percent off conventional contact lenses – which can be used at any in-network location at any time while you are covered under the plan.

Are there any additional discounts beyond what is covered by the plan?

Yes! You will receive the following additional savings:

- 40 percent off additional complete pairs of glasses
- 20 percent off any remaining frame balance
- 15 percent off any remaining conventional contact lens balance
- 20 percent off non-covered items, including non-prescription sunglasses, accessories and lens cleaner
- 15 percent off the standard price or 5 percent off any promotional price of LASIK or PRK services

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions and limitations. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Availability of benefits is subject to final acceptance and approval of the group application by the underwriting company. Vision insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. Policy form number: G2018MP or state equivalent (In NC: G2018MP NC). United of Omaha Life Insurance Company is licensed nationwide, except in New York.





Administration

ITEM 4.9

Brian Lee
Police Chief
512-756-6404
blee@cityofburnet.com

Action

- Meeting Date:** August 9, 2022
- Agenda Item:** Discuss and consider action: The School Resource Officer (SRO) Interlocal Agreement with Burnet Consolidated Independent School District: B. Lee
- Background:** The Burnet Police Department has partnered with the Burnet ISD to provide School Resource Officers in the past. The previous two-year agreement in place provided for three officers. Recently the School Board has authorized funding for a fourth position.
- Information:** The current agreement is a two-year agreement expiring after the upcoming school year. This agreement will cancel the previous agreement and provide for another two-year agreement with an additional SRO position. The two-year agreement provides job security for the SRO positions and allows both parties to evaluate the future direction of the program.
- Fiscal Impact:** During the term of the agreement, the district will be responsible for paying \$304,128 the first year and \$313,254 the second year. The city would be responsible for the remaining costs associated with the positions.
- Recommendation:** Approval of the School Resource Officer (SRO) Interlocal Agreement adding an additional position with Burnet Consolidated Independent School District as presented.

**INTERLOCAL AGREEMENT BETWEEN
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF BURNET**

This Agreement is made the 26th day of July, 2022, between the Burnet Consolidated Independent School District ("District") and the City of Burnet ("City").

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party.

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing promises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. City will provide Four (4) Burnet Police Department (BPD) police officers to the District to serve as a School Resource Officer (SRO) on campuses located within the City of Burnet, in accordance with Exhibit "A" and under the policies and procedures of the City and the District as amended from time to time.
2. The Term of this Agreement is from August 17, 2022 through the last day of school scheduled in May, 2024 (Term).
3. The officers assigned under this agreement shall serve as SRO's during the school calendar year (mid-August through the end of May) and will return to service with BPD during the summer recess.
4. During the first year of this agreement, District shall pay to City the amount of Three Hundred Four Thousand One Hundred Twenty-Eight Dollars and 00/100's

(\$304,128) for Compensation Reimbursement of all salaries, benefits, training, and vehicle expenses of said SRO's, payable in nine equal installments of Thirty-Three Thousand Seven Hundred Ninety-Two and 00/100's (\$33,792) payable by the last day of each month, beginning in September 2022 for the 2022/2023 school year. In the event the City is unable to provide the number of officers contemplated herein due to vacancies, the monthly payment will be pro-rated. In the event an officer has to go through field training prior to appointment in the SRO program, the costs will be evenly split between the City and the District.

5. During the second year of this agreement, District shall pay to City the amount of Three Hundred Thirteen Thousand Two Hundred Fifty-Four and 00/100's (\$313,254) for Compensation Reimbursement of all salaries, benefits, training, and vehicle expenses of said SRO's, payable in nine equal installments of Thirty-Four Thousand Eight Hundred Six dollars and 00/100's (\$34,806) payable by the last day of each month, beginning in September 2023 for the 2023/2024 school year. In the event the City is unable to provide the number of officers contemplated herein due to vacancies, the monthly payment will be pro-rated. In the event an officer has to go through field training prior to appointment in the SRO program, the costs will be evenly split between the City and the District.
6. City and District agree that City in performing this Agreement shall act as an independent contractor and shall have control of its own work and the way it is performed. District, acting through its designated administrator, will have the right to allocate the officer's time amongst District's various facilities as it sees fit, however City will control assignment of specific officers to those positions and will maintain supervisory control over all officers in the performance of their duties as peace officers. SROs shall not work more than forty (40) hours per week without prior authorization by the City.
7. District agrees that its Board of Trustees will, pursuant to Section 37.081 of the Texas Education Code, designate officers of BPD as District peace officers. The Parties further recognize that the officers shall remain City employees and shall wear the uniform and equipment of the BPD.
8. The City reserves the right to temporarily reassign the SRO, when, in the sole judgment of the City, their services are required in response to a citywide or major emergency.
9. In the event of an extended period of leave, or time-off, by the SRO during the school year, the City and the District shall cooperate in good faith to provide a temporary replacement SRO, as BPD staffing levels allow.

10. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by District or City, nor shall this Agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.
11. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the other party.
12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, however if any provision of this Agreement is prohibitive or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
13. Formal notices, demands, and communications between Parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, to the principal offices of the Parties and addressed to:
- | | |
|---------------------|----------------------|
| City of Burnet | BCISD |
| Attn: City Manager | Attn: Superintendent |
| P.O. Box 1369 | 208 E. Brier |
| Burnet, Texas 78611 | Burnet, Texas 78611 |
14. This Agreement may be terminated for convenience at any time by either party upon sixty (60) days written notice, at which time all parties shall be relieved of their obligations under this Agreement.
15. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
16. This Agreement and all obligations created hereunder shall be performable in Burnet County, Texas.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

(signatures on next page)

Burnet Consolidated Independent School District,

By: _____
Keith McBurnett, Superintendent

City of Burnet,
A Texas Municipal Corporation

By: _____
David Vaughn, City Manager

Burnet School Resource Officer Program "Exhibit A"

PURPOSE

The primary purpose of the School Resource Officer (SRO) Program is to provide for the safety and security of staff and students with a focus on reduction and prevention of crime committed by juveniles and young adults. This is accomplished by assigning patrol officers to school facilities on a permanent basis. The SRO Program accomplishes this purpose by achieving the established goals and objectives. Goals and objectives are designed to develop and enhance rapport between youth, police officers and school administrators. Officers who are chosen for this program are responsible for establishing the communication links and creating a free flow of information between all parties involved.

GOALS

1. Reduction of criminal offenses committed by juveniles and young adults.
2. Establish rapport with the students.
3. Establish rapport with the parents, faculty, staff, administrators and other adults.
4. Create and expand programs with vision and creativity to increase student and faculty participation, which will benefit the students, the school district, the police department and the community. Programs such as Teacher In-Service, etc.
5. Present a positive role image for students and adults.
6. Provide safety for students, faculty, staff and all persons involved with the school district.

ORGANIZATIONAL STRUCTURE

1. A uniformed police officer designed as School Resource Officers (SRO) will be assigned to Burnet High School, Burnet Middle School, RJ Richey Elementary and Shady Grove Elementary, and will directly report to the Burnet Police Department using the department's organizational structure.
2. SRO's are a police officer first, employed by the Burnet Police Department and responsible for carrying out all duties and responsibilities as a police officer. SRO's have enforcement responsibilities where criminal matters are concerned. The expectations toward counseling and education are more formally established in this setting. SRO's are not school disciplinarians and should not assume this role.

3. SRO's follow the Burnet Police Department organizational structure, regarding all matters pertinent to their position and function. SRO's will not involve themselves in administrative issues, personnel matters or routine discipline situations of the Burnet Consolidated Independent School District which are not criminal offenses.

SELECTION

When an SRO position becomes available, the school district will be consulted about the selection, and officers tentatively selected to fill a vacant SRO position will meet with school officials prior to final selection. The Chief of Police or his designee will have the final deciding authority on SRO selection.

Selection criteria will include but will not be limited to:

- Oral presentation
- Performance Reports
- Experience
- Interpersonal Skills

Annually, SRO's will have a review/evaluation of SRO assignments in conjunction with both the Burnet Police Department and the Burnet Consolidated Independent School District.

STANDARD DUTY HOURS

- Secondary Campuses: 0730 hours – 1630 hours (Monday through Friday)
- Elementary Campuses: 0700 hours – 1600 hours (Monday through Friday)
- There may be occasions when this schedule is altered because of court appearances, sickness, injury, training and special assignments. SRO's are still considered a non-exempt employee under the Fair Standards Act and is subject to its provisions as well as department and city policy relating to overtime. All overtime request will be reviewed and approved by Police Administration.
- Campus principals will be informed as soon as possible when an SRO is not able to be on campus.
- Holidays and Vacation: SRO's will accrue holidays and vacation at the rate allowed by City policy. They may be scheduled to coincide with school holidays when school is closed. SRO training should be accomplished during these periods or during the summer when school is not in session.
- Substitution: Substitution for the SRO by another officer will only be considered through a request to Police Administration and only on the joint approval of Police Administration and the school district. Typically, this will only be considered for an extended leave.

ADDITIONAL DUITES PERFORMED

- Subject to Call-Out
- At the direction of BPD Sergeant and BPD Chief of Police
- Provide security as required at District functions to include, but not limited to, school board meetings, graduations, athletic events.

DUTIES AND RESPONSIBILITIES

- Enforcement of Texas Criminal Code, Traffic Code, Education Code, Health and Safety Code, Family Code and applicable Burnet Consolidated ISD regulations.
 - In accordance with Senate Bill 393, Section 37.143, effective September 1, 2013, a police officer in the State of Texas is prohibited from issuing a citation to a student 10 years of age and younger than 17 years of age, who is alleged to have committed a school offense. This includes school sponsored events (i.e., sporting events and proms at facilities not owned by the school district).
- Proactively patrol high traffic areas, including outside of restrooms, hallways and exterior of the campus;
- Provide pro-active patrol of the campus for violations of the law;
- Provide pro-active patrol of the campus for suspicious persons and activity;
- Emergency response to crimes or emergencies in progress;
- Investigation and documentation of crimes occurring on campus;
- Work with the campus safety coordinator (generally an Assistant Principal) to assist with regular drills (lockdown, lockout, reverse evacuation, fire and inclement weather) in conjunction with campus staff, facility management and emergency services personnel;
- Respond to and investigate intrusion and fire alarms and provide on-site assistance to staff in the operation of the alarm system;
- Respond to non-emergency calls for service relating to the District;
- Assist other law enforcement agencies that may be involved with District personnel or students;
- Coordinate with Emergency Mental Health Officers and Mental Health Professionals responding to the campus;
- Investigation and documentation of violations where there is a threat to safety;
- Investigate fires on campus and serve as a liaison with the appropriate emergency service providers;
- Be alert and report facility related safety concerns;
- Respond to administrative requests to assist with emergencies such as fights or persons with weapons (This does not include classroom disruptions such as dress code violations, cursing, refusing to comply with class room rules);
- Assist administrators with students who are a danger to themselves, others or are damaging district property;
- Provide a presence on campuses during public demonstrations;
- Assist campus administrators in, restraining orders and protective orders;

- Assist campus administrators with locating parents or guardians in case of an emergency;
- Assist campus administrator with security audits and crisis response plans;
- Keep the peace on campus as needed. Provide administrators with “threat assessments” on students or staff exhibiting alarming behavior;
- Provide guidance to campus with traffic flow problems on school grounds;
- Perform school zone speed enforcement and coordinate enforcement with appropriate patrol units.
- Provide information about newsworthy events and/or crimes occurring on District property or students/staff in accordance with the Burnet Police Department personnel policy;
- Building working relationships with the school’s staff as well as with student and parent groups;
- Promoting the profession of law enforcement and being a positive role model to students;
- Working with staff members to establish a safe and secure learning environment.

CONFIDENTIALITY OF STUDENT EDUCATION RECORDS

School officials shall allow SROs to inspect and copy public records maintained by the District only to the extent allowed by law, in accordance with the Texas Public Information Act and the federal Family Educational Rights and Privacy Act (FERPA).

- In carrying out its duties, the City, the SRO, and all other officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only for a legitimate educational or law enforcement purpose, in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), Burnet CISD Board Policies FL(LEGAL) and (LOCAL), or other applicable law.
- Burnet CISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City and the SRO as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. The City, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by Burnet CISD as confidential and shall not disclose any such information to a third party, except as required by law.

CITY RESPONSIBILITIES:

- Provide SRO’s with a fully equipped patrol unit with radio communications.
- Provide SRO’s with police radio communications and cell phone.
- Maintain SRO’s police training and SRO training.

SCHOOL DISTRICT RESPONSIBILITIES:

The Burnet Independent School District shall provide the assigned SRO (s) the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- Access to an air-conditioned/heated and properly lighted private office with hallway or direct access to students during passing periods. The office should be large enough to conduct interviews of multiple persons, parents, and school staff.
- The SRO office should not (when practical) be placed in the main office unless multiple officers are assigned to the campus with one office having hallway or direct access.
- A location for files and records, which can be properly locked and secured.
- A desk with drawers, chair, worktable, filing cabinet, and office supplies.
- Access to a computer and telephone for general business purposes.
- Access to and encouraged classroom participation by SRO's.
- The opportunity for SRO's to address teachers and school administrators about the SRO program, goals, objectives, and criminal justice problems relating to students.

ADMINISTRATION

SRO's are not intended to be used to fill in for, or in place of school administrators and should not be utilized in that role.

ENFORCEMENT

Although the SRO's have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent violence, a breach of peace, personal injury or loss of property. When immediate action is needed and an SRO is not available, another officer may be dispatched to the school.

SRO's should investigate and prepare reports on minor offenses committed at the schools. Other department personnel may be summoned, as the SRO's deem necessary.

SUMMER ACTIVITY

SRO's should accomplish as much of their required training as possible during the summer months when school is not in session. SRO's may still be involved in some summer projects with the school district; however they will spend the majority of this time on police department assignments.

SUMMER SCHOOL

No SRO will be assigned to the school during summer school or summer events unless pre-arranged and approved by the Chief of Police or his designee. As when school is

not in session, during the summer, the Burnet CISD will call the Burnet Police Department to have an officer from the Police Department respond.

PROGRAM CALENDAR

The SRO Program will begin just prior to the beginning of school each year and end the last day of the school year. Typically the second week in August till June 1st with beginning and ending dates being included in a contract agreed to by both parties.



Administration

ITEM 4.10

Habib Erkan Jr.
Assistant City Manager
512.715.3201
herkan@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS ALLOWING TRIMBUILT CONSTRUCTION, INC., TO PROCEED WITH THE PRECONSTRUCTION/SELECT DEMOLITION PHASE OF THE NEW CITY HALL PROJECT; AND AUTHORIZING THE CALCULATION OF THE CONSTRUCTION PHASE'S GUARANTEED MAXIMUM PRICE FOR SUBSEQUENT CITY COUNCIL CONSIDERATION: H. Erkan

Background: In June of last year the City closed on the purchase of the Bealls Building located at 118 East Polk, for the purpose of the relocation of City Hall. Subsequently, Council selected the firm Seaux & Pierce to be the project's design Architects; and solicited proposals for a construction contractor. On April 26, of this year, at the subcommittee's recommendation, City Council selected Trimbuilt Construction, Inc., to serve as the project's "*Construction Manager at Risk*" contractor.

Information: This resolution approves contract documents that will allow the contractor to proceed with the preconstruction/select demolition phase of the project. Moreover, this resolution authorizes the contractor to prepare a Guaranteed Maximum Price Proposal for the construction phase. Once the Guaranteed Maximum Price Proposal is available it shall be present to City Council for approval.

Fiscal Impact: The preconstruction phase costs are estimated to be \$3,500.00. The selective demolition costs are estimated to be \$_____.

Recommendation: Approve Resolution No. R2022-60 as presented.

RESOLUTION NO. R2022-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT DOCUMENTS ALLOWING TRIMBUILT CONSTRUCTION, INC., TO PROCEED WITH THE PRECONSTRUCTION/SELECT DEMOLITION PHASE OF THE NEW CITY HALL PROJECT; AND AUTHORIZING THE CALCULATION OF THE CONSTRUCTION PHASE'S GUARANTEED MAXIMUM PRICE FOR SUBSEQUENT CITY COUNCIL CONSIDERATION

Whereas, in June of 2021 the City closed on the purchase of property located at 118 East Polk Street for the purpose of rehabilitating the building thereon to serve as the new City Hall; and

Whereas, City Council appointed a New City Hall Project subcommittee to make recommendations on the project's path forward; and

Whereas, at the subcommittee's recommendation, City Council selected the firm Seaux & Pierce as the project's design Architects, and authorized the solicitation of proposals for a contractor to perform the work pursuant to the Construction Manager at Risk delivery method; and

Whereas, on April 26, 2022, at subcommittee's recommendation, City Council selected the firm Trimbuilt Construction, Inc., to serve as the contractor; and

Whereas, pursuant to City Council's direction the City Manager has negotiated contractual documents with Trimbuilt Construction, Inc.

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

Section one. Findings. That the recitals to this Resolution are incorporated herein as the legislative finding of City Council for all purposes.

Section two. Approval. Contractual documents attached hereto, incorporated by reference herein, and hereby approved by this resolution are as follows:

- (1) AIA Document A133 – 2019;
 - (a) Exhibit C (entitled "*Selective Demolition Proposal*"); and
- (2) AIA Document A201 -2017

Section Three. Delegation of Authority. The City Manager is hereby authorized and directed to execute documents in substantial form as those approved in the section above, and to execute such ancillary documents and take such subsequent action as may be reasonably necessary to facilitate the purpose of this resolution. Further the City Manager is hereby authorized and directed to coordinate the contractor's Guaranteed Maximum Price Proposal as referenced in AIA Document A133 – 2019 § 3.2.

Section Four. Subsequent City Council Action. Acceptance of the Guaranteed Maximum Price Proposal shall be considered by City Council at a subsequent public meeting.

Section five. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

Section Six. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 9th day of August 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary

AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 9 day of August in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Burnet, Texas
1001 Buchanan Drive, Suite 4
Burnet, TX 78611

and the Construction Manager:
(Name, legal status, address, and other information)

Trimbuilt Construction, Inc.
12800 North Lamar Blvd.
Austin, TX 78753

for the following Project:
(Name, location, and detailed description)

Burnet City Hall
110 E. Polk Street, Burnet, Texas

The Architect:
(Name, legal status, address, and other information)

SEAUX-PIERCE Architecture
1014 Sailmaster Street
Austin, TX 78734

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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4	OWNER'S RESPONSIBILITIES
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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The building program was developed with the owner and Seaux-Pierce Architecture. The building program was provided to the construction manager in Exhibit C of the RFP.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The building being renovated is approximately 16,000 SF, located at 110 E. Polk Street in Burnet TX. The building is single story and constructed of load bearing CMU walls with structural steel frame and bar-joists.

See Exhibit 1 for survey and geotechnical reports.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Initial pricing set – July 2022

.2 Construction commencement date:

unknown at time of execution

.3 Substantial Completion date or dates:

unknown at time of execution

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

None.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

David Vaughn
City of Burnet
PO Box 1369
1001 Buchanan Drive #4
Burnet, TX 78611

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Init.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Chad Pierce
Seaux-Pierce Architecture
1014 Sailmaster Street
Austin, TX 78734

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Keith Miller
Sr. Estimator
12800 North Lamar Blvd.
Austin, TX 78753

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

Init.

/

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents are intended to be complimentary and what is called for by one document shall be as binding as if called for by all. In case of any conflict between any of the Contract Documents, priority of interpretation, unless specifically prioritized in any given provision or document, shall be in the following order: (1) Modifications issued after execution of this Agreement, if they modify the terms of this Contract rather than the Project scope; (2) Addenda issued prior to the execution of this Agreement, if they modify the terms of this Contract rather than the Project scope; (3) the list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2; (4) the Supplementary Conditions; (5) this Standard Form of Agreement Between Owner and Construction Manager as Constructor; (6) the General Conditions; (7) the Specifications; (8) Drawings; (89 terms included within performance and payment bonds; and (10) any additional documents generated or supplied as part of this Project, including advertisement or invitation to bid, Instructions to Bidders, sample forms, other written information furnished by the Owner in anticipation of receiving bids or proposals, and the Contractor's bid or proposal. Notwithstanding this prioritization schedule, where a conflict is determined to exist within the Contract Documents, the Construction Manager shall submit a request for information to the Architect.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Notwithstanding the foregoing, nothing in this Agreement or this Section 2.2 shall impose a fiduciary duty on either party, which duty is expressly disclaimed.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201- 2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. Any reference to AIA document A201-2007 included herein is hereby revised to be a reference to the corresponding section of A201-2017, unless otherwise provided in the Supplementary Conditions.

(Paragraph deleted)

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both

phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost estimates including, but not limited to, estimated costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

(Paragraph deleted)

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall consult with the Architect's regarding the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion of major tasks or activities; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

If requested by the Owner, the Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost implications cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement.

The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 *Not used.*

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Exhibit C - Selective Demolition Proposal

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the

Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents. Such inconsistencies shall either be revised by the Architect to comply with the Guaranteed Maximum Price Amendment, or shall be a basis for Change Order.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, at the time the Guaranteed Maximum Price Amendment is executed. The Owner shall provide Construction Manager with a Texas sales tax exemption form, if applicable.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark and Construction Manager shall be entitled to rely on the accuracy and completeness of the information provided in the surveys.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 *Not used.*

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager with a copy of the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$3,500 plus the costs for selective demolition per Section 3.1.14, above.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Init.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 9 (nine) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice, in accordance with Texas Government Code, Chapter 2251 (Texas Prompt Payment Act). Amounts remaining unpaid for longer than the period of time provided by the Texas Prompt Payment Act shall bear interest at the rate

(Paragraphs deleted)

provided therein.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5% Fee for changes in the work in lieu of Section 6.1.2 "Construction Manager's Fee" and not in addition to said fee

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Contractor acknowledges and agrees that the Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially or Finally Completed on the dates set forth in the Contract Documents. Accordingly, the Owner may assess liquidated damages against the Contractor (and its surety) in an amount equal to \$500.00 per day, as a fixed, agreed and liquidated damages and not a penalty, for each day of delay until substantial completion. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time, Contract Sum, and the Guaranteed Maximum Price as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates consistent with the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the
(Paragraphs deleted)

Work.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.4.3 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. If requested by Owner, the Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the

Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

Notwithstanding the foregoing, all payments shall be made by the City in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251, which shall control in the event of any conflict.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the information required in Sections 11.1.5 below. If requested by Owner, and as part of Owner's right to audit, Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed

Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

In accordance with Texas Government Code 2251.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☒ Other: (Specify)

Binding arbitration if subsequently agreed to by both parties under terms then determined to apply or, in the event of non-agreement, litigation in a court of competent jurisdiction.

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the

Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

N/A

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

§ 14.3.1.5 *Not used.*

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and

Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

N/A

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234–2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals,

are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit C – Selective Demolition Proposal

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

David Vaughn
City Manager

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Larry Puckett President
Trimbuilt Construction

(Printed name and title)

Additions and Deletions Report for AIA® Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:37:07 ET on 08/03/2022.

PAGE 1

AGREEMENT made as of the 9 day of August in the year 2022

...

City of Burnet, Texas
1001 Buchanan Drive, Suite 4
Burnet, TX 78611

...

Trimbuilt Construction, Inc.
12800 North Lamar Blvd.
Austin, TX 78753

...

Burnet City Hall
110 E. Polk Street, Burnet, Texas

...

SEAUX-PIERCE Architecture
1014 Sailmaster Street
Austin, TX 78734

PAGE 2

The building program was developed with the owner and Seaux-Pierce Architecture. The building program was provided to the construction manager in Exhibit C of the RFP.

...

The building being renovated is approximately 16,000 SF, located at 110 E. Polk Street in Burnet TX. The building is single story and constructed of load bearing CMU walls with structural steel frame and bar-joists.
See Exhibit 1 for survey and geotechnical reports.

PAGE 3

Initial pricing set – July 2022

...

unknown at time of execution

...

unknown at time of execution

...

None.

...

N/A

...

David Vaughn
City of Burnet
PO Box 1369
1001 Buchanan Drive #4
Burnet, TX 78611
PAGE 4

Chad Pierce
Seaux-Pierce Architecture
1014 Sailmaster Street
Austin, TX 78734

...

Keith Miller
Sr. Estimator
12800 North Lamar Blvd.
Austin, TX 78753
PAGE 5

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section ~~3.2.8, 2.2.8~~. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. ~~If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.~~ The Contract Documents are intended to be complimentary and what is called for by one document shall be as binding as if called for by all. In case of any conflict between any of the Contract Documents, priority of interpretation, unless specifically prioritized in any given provision or document, shall be in the following order: (1) Modifications issued after execution of this Agreement, if they modify the terms of this Contract rather than the Project scope; (2) Addenda issued prior to the execution of this Agreement, if they modify the terms of this Contract rather than the Project scope; (3) the list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2; (4) the Supplementary Conditions; (5) this Standard Form of Agreement Between Owner and Construction Manager as Constructor; (6) the General Conditions; (7) the Specifications; (8) Drawings; (89 terms included within performance and payment bonds; and (10) any additional documents generated or supplied as part of this Project, including advertisement or invitation to bid, Instructions to Bidders, sample forms, other written information furnished by the Owner in anticipation of receiving bids or proposals, and the Contractor's bid or

proposal. Notwithstanding this prioritization schedule, where a conflict is determined to exist within the Contract Documents, the Construction Manager shall submit a request for information to the Architect.

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Notwithstanding the foregoing, nothing in this Agreement or this Section 2.2 shall impose a fiduciary duty on either party, which duty is expressly disclaimed.

...

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201- 2017, which document is incorporated herein by reference. The term "Contractor" as used in A201- 2017 shall mean the Construction Manager. A201-2017 shall mean the Construction Manager. Any reference to AIA document A201-2007 included herein is hereby revised to be a reference to the corresponding section of A201-2017, unless otherwise provided in the Supplementary Conditions.

...

§ 2.3.2 ~~For the Construction Phase, the general conditions of the contract shall be as set forth in A201- 2017, which document is incorporated herein by reference. The term "Contractor" as used in A201- 2017 shall mean the Construction Manager.~~

PAGE 6

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost estimates including, but not limited to, estimated costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

~~§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall ~~obtain consult with~~ the Architect's ~~approval for regarding~~ the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and

completion ~~required of each Subcontractor; of major tasks or activities;~~ ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

...

~~The~~ If requested by the Owner, the Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost ~~reductions, implications~~ cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

PAGE 7

§ 3.1.10 ~~If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~Not used.

...

See Exhibit C - Selective Demolition Proposal

PAGE 8

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents. Such inconsistencies shall either be revised by the Architect to comply with the Guaranteed Maximum Price Amendment, or shall be a basis for Change Order.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, ~~whether or not yet effective,~~ at the time the Guaranteed Maximum Price Amendment is executed. The Owner shall provide Construction Manager with a Texas sales tax exemption form, if applicable.

PAGE 10

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project ~~benchmark.~~ benchmark and Construction Manager shall be entitled to rely on the accuracy and completeness of the information provided in the surveys.

...

§ 4.1.6 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~Not used.

...

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, ~~including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement.~~ Edition. The Owner shall provide the

Construction Manager with a copy of the ~~scope of services in the executed~~ executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

...

\$3,500 plus the costs for selective demolition per Section 3.1.14, above.

...

N/A

PAGE 11

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—) 9 (nine)~~ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's ~~invoice. Amounts unpaid (—) days after the invoice date~~ invoice, in accordance with Texas Government Code, Chapter 2251 (Texas Prompt Payment Act). Amounts remaining unpaid for longer than the period of time provided by the Texas Prompt Payment Act shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

~~—%—~~ provided therein.

...

5%

...

5% Fee for changes in the work in lieu of Section 6.1.2 "Construction Manager's Fee" and not in addition to said fee

...

N/A

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (—%)~~ one hundred percent (100%) of the standard rental rate paid at the place of the Project.

...

Contractor acknowledges and agrees that the Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially or Finally Completed on the dates set forth in the Contract Documents. Accordingly, the Owner may assess liquidated damages against the Contractor (and its surety) in an amount equal to \$500.00 per day, as a fixed, agreed and liquidated damages and not a penalty, for each day of delay until substantial completion. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner.

PAGE 12

N/A

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract ~~Time~~Time, Contract Sum, and the Guaranteed Maximum Price as a result of changes in the Work.

...

§ 7.1.3 Costs shall be at rates ~~not higher than~~consistent with the standard rates paid at the place of the Project, except with prior approval of the Owner.

...

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing ~~Work, with the Owner's prior approval.~~Work.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the ~~Work, and limited to the personnel and activities listed below:~~

~~(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)~~

Work.
PAGE 14

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded ~~under Article 13 by Section 13.4.3~~ of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
PAGE 15

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. ~~The~~ If requested by Owner, the Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the ~~Contract Documents without reservations or exceptions, Documents,~~ but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount ~~certified~~ to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed

above, payment of the amount certified shall be made by the Owner not later than ~~(—)forty (40)~~ days after the Architect receives the Application for Payment.

~~(Federal, state or local laws may require payment within a certain period of time.)~~ Notwithstanding the foregoing, all payments shall be made by the City in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251, which shall control in the event of any conflict.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the information required in Sections 11.1.5 below. If requested by Owner, and as part of Owner's right to audit, Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

PAGE 18

10%

...

N/A

PAGE 19

%—In accordance with Texas Government Code 2251.

PAGE 20

☒ Other: *(Specify)*

Binding arbitration if subsequently agreed to by both parties under terms then determined to apply or, in the event of non-agreement, litigation in a court of competent jurisdiction.

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N/A

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$—)one million dollars (\$1,000,000)~~ for each occurrence and ~~(\$—)two million dollars (\$2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~(\$—)one million dollars (\$1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$—) each accident, (\$—) each employee, and (\$—) one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.~~

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$—) per claim and (\$—) in the aggregate.~~ *Not used.*

PAGE 23

N/A

...

N/A

...

N/A

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Exhibit C – Selective Demolition Proposal

...

David Vaughn
City Manager

Larry Puckett President
Trimbuilt Construction

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:37:07 ET on 08/03/2022 under Order No. 2114324128 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Burnet City Hall
110 E. Polk Street, Burnet, Texas

THE OWNER:

(Name, legal status and address)

City of Burnet, Texas
1001 Buchanan Drive, Suite 4
Burnet, TX 78611

THE ARCHITECT:

(Name, legal status and address)

SEAUX-PIERCE Architecture
1014 Sailmaster Street
Austin, TX 78734

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2	OWNER
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10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other written information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker shall be the Architect, who shall render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 In general, the Drawings are intended to establish the location, quantity and relationship of Work, and the Specifications are intended to define the type and quality of materials and workmanship requirements of the Work shown. In cases of conflict between the Drawings and Specifications or with either, the Contractor shall submit prompt request for information/ direction to the Architect before proceeding, in accordance with Sections 4.2.11, 4.2.12 and 4.2.14.

§ 1.2.1.3 When a requirement is made by the Contract Documents that is not possible to meet, such as the requirements for an unavailable material, the Contractor shall submit prompt notice and a request for information/direction to the Architect, in accordance with Sections 4.2.11, 4.2.12 and 4.2.14.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Before bidding, ordering any material or doing any Work, each contractor shall verify all measurements and conditions, existing and new, at the jobsite and be responsible for the correctness of the same. No extra charge or compensation will be allowed on account of difference between actual dimensions and conditions and the ones indicated on the Drawings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 *Not used.*

§ 2.1.3 The Owner reserves the right to observe the Work at any time. The presence of the Owner or its representatives at the project site does not imply concurrence or approval of the Work. The Contractor shall call specific items to the attention of the Architect if the Contractor requires information/direction.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract, in accordance with Texas Business & Commerce Code Section 56.054 (e).

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 *Not used.*

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.1 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion as defined in Subparagraph 8.1.1, the Owner may carry out the work after giving the Contractor a single seven-day written notice of the Contractor's default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety

shall pay the difference to the Owner. If Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the Drawings and Specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 3.2.1.1 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding, or representation is expressly stated in this Contract.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those

obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under the Contract shall be in specified condition and quality, and shall be new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract Documents. The Contractor further warrants that all workmanship shall be of the specified quality and in accordance with the Contract Documents, and shall be performed by persons qualified at their respective trades. Unless caused by the Contractor, the Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not performed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 Article 3.6 notwithstanding, the Owner, as a political subdivision of the State, is exempt from the payment of Texas Sales Tax on materials required for the Work and the GMP shall not include taxes for which the Owner is exempt.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for payment of any charges imposed for excessive reinspections. For purposes of this Section 3.7.1, excessive shall mean any inspections in excess of two inspections necessitated by factors within the control of the Contractor.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work that the Contractor knows or reasonably should have known to be contrary to applicable laws, statutes, ordinances, codes, rules or regulations, or lawful orders of public authorities, then the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.2.1 The Contractor shall notify the Owner, in writing through the Architect, of any proposed change in superintendent, including the reason therefore, prior to making such change. The superintendent shall not be changed except with the consent of the Owner, which shall not be unreasonably withheld.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 The construction schedule shall indicate the dates for the start and completion of the various elements of the Work, and shall be affirmed or revised monthly and upon execution of a Change Order that affects scheduled Work time.

§ 3.10.1.2 The construction schedule shall provide a graphic representation of activities and events that will occur during performance of the Work in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area.

§ 3.10.1.3 The construction schedule shall set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings,

Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. Notwithstanding these responsibilities, no act or omission by the Architect shall be considered a waiver of any of the Owner's rights or interests.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and

with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 In the Specifications or on the Drawings, where the words "as directed," "as required," "as approved," "as permitted" or words of like effect are used, it is to be understood that direction, requirement, approval or permission of the Architect is intended. Similar words, such as "approved," "acceptable," "satisfactory," or words of like import mean approved by, acceptable to, or satisfactory to the Architect."

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract and in accordance with Texas Government Code, Chapter 2269, Subchapter F, Sections 2269.255, 2269.256 and 2269.257, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 The Contractor is responsible for determining that all of the Contractor's Subcontractors are duly licensed in accordance with the federal, state and local licensing laws.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 *Not used.*

§ 5.3.2 Without limitation on the generality of the foregoing, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following:

- .1 A provision providing that the Owner is a third-party beneficiary of the Subcontract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, expressed or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the agreement; and,
- .2 A provision providing that the Subcontractor (or Sub-subcontractor) shall promptly disclose to the Contractor (or Subcontractor) any defect, omission, error, or deficiency in the Contract Documents or in the Work of which it has, or should have had knowledge; and,
- .3 A provision incorporating the following Sections of these General Conditions of the Contract: 3.2, 3.5., 3.18, and 5.4.

§ 5.3.3 The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and its Subcontractor(s) incorporate the provisions of Subparagraph 5.3.2 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights.

§ 5.4 **Contingent Assignment of Subcontracts**

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 **Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any

Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 The Contractor and each Separate Contractor shall together, and without reliance on the Owner's or Architect's determination, establish the conditions of the premises before commencement of the Work on each such separate contract, and the parties shall adjust all claims for damages to each others' work between themselves, but the Owner may withhold the value of all such corrections from payments to both contractors pending settlement of disputes between the contractors concerning such damage.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum;
- .3 The extent of the adjustment, if any, in the Contract Time; and
- .4 Agreement on any Change Order shall constitute a mutual release by the Contractor and the Owner for any and all liability under this Contract attributable to such facts or circumstances giving rise to the Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods, which must be described in the Construction Change Directive:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the GMP Amendment.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Failure by the Contractor to commence actual physical work on the Project within ten (10) days from the date of commencement, unless agreed otherwise, will entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract. In this event, the Owner may terminate the Contract in accordance with the Contract Documents.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, delays caused by governmental entities (e.g. inspections) or utility providers, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine (provided such delay is not attributable to, caused by the negligence or wrongful acts of, or resulting from the failure of Contractor or its Subcontractors, Suppliers, or Sub-subcontractors of any tier to comply with their obligations arising under the Contract). Contractor shall give the Owner written notice of any such delay, including delay caused by the Architect, as soon as possible but in any event within seventy-two (72) hours of the beginning of the claimed delay.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 *Not used.*

§ 8.3.4 Contractor has taken into account Contractor's expected downtimes due to typical weather conditions for the location of the Project at the time that the work is performed, or recognized holidays. The Contractor's failure to properly staff the job, failure to manage the work, or failure to allow for normal, seasonable weather delays shall not entitle the Contractor to additional Contract Time. No extensions of Contract Time due to weather delays shall be considered by the Owner unless the Owner is satisfied that the weather was significantly severe and unusual for long periods of time in which the Work is performed and that the overall Project Contract Time was, in fact, truly impacted by the severe and unusual weather." The GMP Amendment shall include the project schedule and the amount of weather days included in the schedule. In the event of a delay described in Section 8.3.1, Contractor shall be entitled to an extension of the Contract Time and a corresponding increase in the Contract Sum for Contractor's extended general conditions costs.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;

- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and

litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 Notwithstanding the other provisions of Article 9, the Owners obligation for timely payment shall be conditioned on the allowance in the Contractor's payment application procedure for thirty (30) days for handling by the Owner and five (5) days by the Architect, plus transit time between their offices.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Architect.

§ 9.8.3.2 The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in the Architect's issuance of a written list of unfinished Work and defective Work, commonly referred to as a "punch list", each item of which must be finished and corrected prior to Final Completion.

§ 9.8.3.3 The Architect and its consultants shall conduct all Substantial Completion inspections. The Owner may elect to have other persons of its choosing participate in the inspections. Representatives of other authorities having jurisdiction may be present, at their sole discretion, at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements.

§ 9.8.3.4 If the inspection discloses any item which is not in accordance with the requirements of the Contract Documents and will prevent the Owner from occupying or utilizing the Work for its intended use, the Contractor shall complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for a follow-up inspection by the Architect to determine Substantial Completion.

§ 9.8.3.5 The Contractor shall proceed promptly and diligently to complete and correct items on the list of unfinished or defective Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3.6 If more than two (2) Substantial Completion inspections are required, the Contractor shall reimburse the Owner for all costs of any subsequent reinspection if the circumstances necessitating the reinspection are based on factors within the Contractor's control (i.e.: work not completed, defective work, etc.) or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Final Completion shall be achieved no later than thirty (30) days after Substantial Completion unless modified by a Change Order.

§ 9.10.1.2 The Contractor shall notify the Owner, in writing of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect, who will attach its endorsement as to whether or not it concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date stated. The

Architect's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect's endorsement be deemed to be evidence that the Work was finally complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor's statement, the Architect shall inform the Contractor of the basis for the Architect's non-concurrence. The Contractor may then, at its sole option, (1) defer the inspection; or (2) request the inspection be performed in accordance with this Subparagraph. The final inspection and testing shall be conducted in the same manner as the inspection for Substantial Completion, including, but not limited to, the requirements of Clauses 9.8.3.3, 9.8.3.4, 9.8.3.5 and 9.8.3.6 of this Contract.

§ 9.10.1.3 In the event that the Architect does not find the Work acceptable under the Contract Documents and the Contractor fully performed, the Contractor shall then submit a request for a follow-up inspection in accordance with and subject to Section 9.10.1.2 to determine Final Completion. If more than two (2) Final Completion inspections are required, the Contractor shall reimburse the Owner for all costs of reinspection if the circumstances necessitating the reinspection are based on factors within the Contractor's control (i.e.: work not completed, defective work, etc.) or, at the Owner's option, the costs may be deducted from payments otherwise due to the Contractor.

§ 9.10.1.4 Approval of Work at or as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 or claims otherwise reserved in writing and contemporaneously sent with final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 The Contractor shall keep full and accurate records of all costs incurred and items billed in connection with the performance of the Work, including records of subcontractors, which records shall be open to audit by the

authorized representative of the Owner or the Owner during the performance of the Work and for twelve (12) months after Final Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not

addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Written notice of the emergency, including an estimate of cost and probable effect of delay on the progress of the Work, shall be given by the Contractor to the Architect as soon as possible, but in no case more than three (3) days after the start of the emergency.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.2.1 Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum.

§ 11.1.2.2 The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property- Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V".

§ 11.1.2.3 The Performance Bond and the Payment Bond shall be made payable to the Owner.

§ 11.1.2.4 The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in Texas; and,
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
- .3 remain in effect for a period not less than one (1) year following the date of Substantial- Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
- .4 display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond stating that: (a) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived. (b) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.
- .5 Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the Texas Government Code, as amended.

§ 11.1.2.5 The Contractor shall furnish the required bonds to the Owner at the same time as the executed Contract.

§ 11.1.2.6 The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Liability Insurance shall include all major divisions of coverage and be on a Commercial basis including the following:

- (1) Premises - Operations.
- (2) Independent Contractor's Protective.
- (3) Products and Completed Operations.
- (4) Personal and Advertising Injury.
- (5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
- (6) Broad Form Property Damage including Completed Operations.

(7) Owned, Non-owned and Hired Motor Vehicles.

§ 11.1.5.1 The insurance required by Subparagraph 11.1.5 shall be written for not less than the following limits, or greater if provisions of this Contract:

- (1) COMMERCIAL GENERAL LIABILITY:
 - (a) General Aggregate (per project) \$2,000,000
 - (b) Products/Completed Operations \$1,000,000
 - (c) Personal and Advertising Injury \$1,000,000
 - (d) Each Occurrence \$1,000,000
 - (e) Fire Damage (Any one fire) \$100,000
 - (f) Medical Expense (Any one person) \$5,000
- (2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
 - (a) Combined Single Limit \$1,000,000
 - OR
 - (b) Bodily Injury & Property Damage (each) \$750,000
- (3) WORKER'S COMPENSATION:
 - (a) State Statutory
 - (b) Employers Liability \$100,000 Per Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

§ 11.1.5.2 Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory.

§ 11.1.5.3 The Contractor is required to obtain Worker's Compensation Insurance for the duration of the Work.

§ 11.1.5.4 The Aggregate Limits of Insurance required by Subparagraph 11.1.5.1 shall apply, in total, to this Contract only. This shall be indicated on the insurance certificate or an attached policy amendment.

§ 11.1.5.5 The insurance policies and Certificates of Insurance required by this Contract shall contain a provision that no material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such Certificates of Insurance shall have effect unless the Owner has been given at least thirty (30) days' prior written notice. The Contractor shall provide a minimum of thirty (30) days written notice to the Owner of any proposed reduction of coverage limits, including every coverage limit identified in Section 11.1.5.1, or any substitution of insurance carriers.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 PROPERTY INSURANCE

(Paragraph deleted)

§ 11.2.2.1 The Contractor shall purchase sufficient Builder's Risk and other property insurance necessary to protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.2.2.2 The Builder's Risk and other property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the Project, then the portion of Work so covered shall, upon demand of the Architect or the authority having jurisdiction, be uncovered for observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the

Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, and venue for any claim or cause of action shall lie within Burnet County, Texas.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest at a rate determined in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

§ 13.6 Under Texas law, Owner may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract (Texas Government Code, Chapter 2270). By entering into this Contract, Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended.

§ 13.7 For certain contracts needing City Council approval, the Owner may not accept or enter into a contract until it has received from the Contractor a completed Texas Ethics Commission ("TEC") Form 1295 complete with a certificate number assigned by the TEC pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the Owner from entering into this Contract.

§ 13.8 The signing parties to this agreement do not intend to confer any rights upon any persons not a party to this Contract. Accordingly, this Contract shall not be construed to create any third-party beneficiaries.

§ 13.9 Contractor and Subcontractors shall comply with Texas Government Code, Chapter 2258, as amended, in performing on this Project, if applicable. In accordance with Chapter 2258, as amended, the prevailing wage rates as set forth in the Contract shall be paid on this Project and shall be posted at the job site or other area generally accessible to the employees working on the Project. In the event that the Contractor or Subcontractor seeks to hire a craft or type of worker not listed in the wage rates set forth in this Contract, such entity shall, in advance of hiring the worker, request an official determination of the prevailing wage rate for the craft or type of worker from the Owner. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in the schedule of prevailing wage rates, which is incorporated herein for all purposes.

§ 13.9.1 The Contractor and any Subcontractor(s) shall keep a record showing the name, occupation, and actual per diem wages paid each worker employed by the Contractor or Subcontractor in the construction of the Project. The Owner may require an affidavit stating that the Contractor has complied with the prevailing wage rate provisions of the Contract prior to acceptance of the Project or at any time during or after completion of the Contract.

§ 13.9.2 The Owner reserves the right to conduct interviews with the Contractor's and Subcontractor's employees to insure compliance with Texas Government Code, Chapter 2258, as amended, and with all applicable local, state and federal laws. Upon written request by Owner, the Contractor shall be responsible for submitting the above required records to the Owner for all employees performing work on the Project, whether employed by the Contractor or a Subcontractor. Each submittal shall be certified by the Contractor as to completeness and accuracy.

§ 13.9.3 A Contractor in violation of Texas Government Code, Chapter 2258, as amended, is liable for a penalty as provided therein. Nothing herein shall preclude the Contractor or Subcontractor from paying higher wages than specified herein.

§ 13.9.4 In the event that Owner receives written information or complaint attesting to a violation of the prevailing wage rate, Owner shall proceed under Texas Government Code, Chapter 2258.

§ 13.10 Contractor acknowledges and agrees that Contractor is required by Texas Local Government Code, Section 176.006 to complete a conflict of interest questionnaire, if applicable to the Contractor. This obligation shall be ongoing throughout the term of this Contract.'

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract, if the Contractor

- .1 fails to complete the Work within the Contract Time specified in the Contract Documents, including any authorized adjustments; or,
- .2 fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the Contract Time specified in the Contract Documents, including any authorized adjustments; or,
- .3 fails to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers; or,
- .4 repeatedly (defined as occurring on two or more occasions) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,
- .5 fails to comply with any of the other material provisions of this Contract.

§ 14.2.2 The Owner's right to terminate this Contract under Subparagraph 14.2.1 may be exercised if the Contractor does not cure such failure within seven (7) days (or more if authorized in writing by the Owner) after receipt of the notice from the Owner specifying the general nature of the failure. The Owner shall notify the Contractor's surety within a reasonable time. When terminating pursuant to Paragraph 14.2.1, the Owner may, without prejudice to any other rights or remedies of the Owner, and subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, unless this time period is otherwise altered by the Contract Documents.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim unless thirty (30) days have passed after the Claim has been referred to the Architect and no decision has been rendered in writing. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) forward the claim to Owner with a recommendation that the claim be approved, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject the Claim or forward the Claim to the Owner with recommendation that the Claim be approved in whole or part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final, but shall be subject to mediation provided in Section 15.3 below and, if the parties fail to resolve their dispute through mediation, through other dispute resolution agreed to by the parties or litigation in a court of competent jurisdiction, if desired by either party.

§ 15.2.6 *Not used.*

§ 15.2.6.1 *Not used.*

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 *Not used.*

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to non-binding mediation as a condition precedent to any other form of dispute resolution or litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing and delivered to the other party to the Contract within thirty (30) days of the date of the Initial Decision Maker's decision provided under Section 15.2.5 above and shall subsequently be filed with the person or entity administering the mediation.

§ 15.3.3 *Not used.*

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 *Not used.*
(Paragraphs deleted)

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Burnet, TX 78611

...

SEAUX-PIERCE Architecture
1014 Sailmaster Street
Austin, TX 78734

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not~~ The Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other written information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

The Initial Decision Maker ~~is the person identified in the Agreement to~~ shall be the Architect, who shall render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

PAGE 11

§ 1.2.1.2 In general, the Drawings are intended to establish the location, quantity and relationship of Work, and the Specifications are intended to define the type and quality of materials and workmanship requirements of the Work shown. In cases of conflict between the Drawings and Specifications or with either, the Contractor shall submit prompt request for information/ direction to the Architect before proceeding, in accordance with Sections 4.2.11, 4.2.12 and 4.2.14.

§ 1.2.1.3 When a requirement is made by the Contract Documents that is not possible to meet, such as the requirements for an unavailable material, the Contractor shall submit prompt notice and a request for information/direction to the Architect, in accordance with Sections 4.2.11, 4.2.12 and 4.2.14.

...

§ 1.2.4 Before bidding, ordering any material or doing any Work, each contractor shall verify all measurements and conditions, existing and new, at the jobsite and be responsible for the correctness of the same. No extra charge or compensation will be allowed on account of difference between actual dimensions and conditions and the ones indicated on the Drawings.

PAGE 12

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~Not used.~~

§ 2.1.3 The Owner reserves the right to observe the Work at any time. The presence of the Owner or its representatives at the project site does not imply concurrence or approval of the Work. The Contractor shall call specific items to the attention of the Architect if the Contractor requires information/direction.

...

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~Contract, in accordance with Texas Business & Commerce Code Section 56.054 (e).~~

...

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~Not used.~~

PAGE 13

§ 2.5.1 If, after achieving Substantial Completion, the Contractor then defaults, or neglects to complete or fails to provide resources adequate to complete the Project within the adjusted Contract Time for Final Completion as defined in Subparagraph 8.1.1, the Owner may carry out the work after giving the Contractor a single seven-day written notice of the Contractor's default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or its Surety shall pay the difference to the Owner. If Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

PAGE 14

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the

Drawings and Specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 3.2.1.1 The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this Contract, unless that understanding, or representation is expressly stated in this Contract.
PAGE 15

§ 3.5.1 The Contractor warrants to the Owner and Architect that all materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants shall be in specified condition and quality, and shall be new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Documents. The Contractor further warrants that all workmanship shall be of the specified quality and in accordance with the Contract Documents, and shall be performed by persons qualified at their respective trades. Unless caused by the Contractor, the Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed modifications not performed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
PAGE 16

§ 3.6.1 Article 3.6 notwithstanding, the Owner, as a political subdivision of the State, is exempt from the payment of Texas Sales Tax on materials required for the Work and the GMP shall not include taxes for which the Owner is exempt.

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for payment of any charges imposed for excessive reinspections. For purposes of this Section 3.7.1, excessive shall mean any inspections in excess of two inspections necessitated by factors within the control of the Contractor.

...

§ 3.7.3 If the Contractor performs Work knowing it that the Contractor knows or reasonably should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and or regulations, or lawful orders of public authorities, then the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

PAGE 17

§ 3.9.2.1 The Contractor shall notify the Owner, in writing through the Architect, of any proposed change in superintendent, including the reason therefore, prior to making such change. The superintendent shall not be changed except with the consent of the Owner, which shall not be unreasonably withheld.

...

§ 3.10.1.1 The construction schedule shall indicate the dates for the start and completion of the various elements of the Work, and shall be affirmed or revised monthly and upon execution of a Change Order that affects scheduled Work time.

§ 3.10.1.2 The construction schedule shall provide a graphic representation of activities and events that will occur during performance of the Work in sufficient detail to show the sequencing of the various trades for each floor level, wing or work area.

§ 3.10.1.3 The construction schedule shall set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

PAGE 20

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. ~~The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~ Notwithstanding these responsibilities, no act or omission by the Architect shall be considered a waiver of any of the Owner's rights or interests.

PAGE 22

§ 4.2.15 In the Specifications or on the Drawings, where the words "as directed," "as required," "as approved," "as permitted" or words of like effect are used, it is to be understood that direction, requirement, approval or permission of the Architect is intended. Similar words, such as "approved," "acceptable," "satisfactory," or words of like import mean approved by, acceptable to, or satisfactory to the Architect."

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the ~~Contract, Contract and in accordance with Texas Government Code, Chapter 2269, Subchapter F, Sections 2269.255, 2269.256 and 2269.257,~~ shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

§ 5.2.5 The Contractor is responsible for determining that all of the Contractor's Subcontractors are duly licensed in accordance with the federal, state and local licensing laws.

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, ~~and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner, rights.~~ Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Not used.

§ 5.3.2 Without limitation on the generality of the foregoing, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following:

- .1 A provision providing that the Owner is a third-party beneficiary of the Subcontract (or Sub-subcontract), entitled to enforce any rights thereunder for its benefit, and that the Owner shall have the same rights and remedies against the Subcontractor (or Sub-subcontractor) as the Contractor (or Subcontractor) has, including but not limited to the right to be compensated for any loss, expense, or damage of any nature whatsoever incurred by the Owner resulting from any breach of representations and warranties, expressed or implied, if any, arising out of the agreement and any error, omission, or negligence of the Subcontractor (or Sub-subcontractor) in the performance of any of its obligations under the agreement; and,
- .2 A provision providing that the Subcontractor (or Sub-subcontractor) shall promptly disclose to the Contractor (or Subcontractor) any defect, omission, error, or deficiency in the Contract Documents or in the Work of which it has, or should have had knowledge; and,
- .3 A provision incorporating the following Sections of these General Conditions of the Contract: 3.2, 3.5., 3.18, and 5.4.

§ 5.3.3 The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and its Subcontractor(s) incorporate the provisions of Subparagraph 5.3.2 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights.

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§ 6.2.6 The Contractor and each Separate Contractor shall together, and without reliance on the Owner's or Architect's determination, establish the conditions of the premises before commencement of the Work on each such separate contract, and the parties shall adjust all claims for damages to each others' work between themselves, but the Owner may withhold the value of all such corrections from payments to both contractors pending settlement of disputes between the contractors concerning such damage.

PAGE 25

- .2 The amount of the adjustment, if any, in the Contract Sum;and
- .3 The extent of the adjustment, if any, in ~~the Contract Time~~the Contract Time; and
- .4 Agreement on any Change Order shall constitute a mutual release by the Contractor and the Owner for any and all liability under this Contract attributable to such facts or circumstances giving rise to the Change Order.

...

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following ~~methods~~methods, which must be described in the Construction Change Directive:

PAGE 26

§ 8.1.2 The date of commencement of the Work is the date established in the ~~Agreement~~GMP Amendment.

...

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar ~~day unless otherwise specifically defined~~day.

...

§ 8.2.4 Failure by the Contractor to commence actual physical work on the Project within ten (10) days from the date of commencement, unless agreed otherwise, will entitle the Owner to consider the Contractor in substantial breach of its obligations under this Contract. In this event, the Owner may terminate the Contract in accordance with the Contract Documents.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, ~~delays caused by governmental entities (e.g. inspections) or~~

utility providers, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may ~~determine~~ determine (provided such delay is not attributable to, caused by the negligence or wrongful acts of, or resulting from the failure of Contractor or its Subcontractors, Suppliers, or Sub-subcontractors of any tier to comply with their obligations arising under the Contract). Contractor shall give the Owner written notice of any such delay, including delay caused by the Architect, as soon as possible but in any event within seventy-two (72) hours of the beginning of the claimed delay.

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§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~ Not used.

§ 8.3.4 Contractor has taken into account Contractor's expected downtimes due to typical weather conditions for the location of the Project at the time that the work is performed, or recognized holidays. The Contractor's failure to properly staff the job, failure to manage the work, or failure to allow for normal, seasonable weather delays shall not entitle the Contractor to additional Contract Time. No extensions of Contract Time due to weather delays shall be considered by the Owner unless the Owner is satisfied that the weather was significantly severe and unusual for long periods of time in which the Work is performed and that the overall Project Contract Time was, in fact, truly impacted by the severe and unusual weather." The GMP Amendment shall include the project schedule and the amount of weather days included in the schedule. In the event of a delay described in Section 8.3.1, Contractor shall be entitled to an extension of the Contract Time and a corresponding increase in the Contract Sum for Contractor's extended general conditions costs.

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§ 9.7.1 Notwithstanding the other provisions of Article 9, the Owners obligation for timely payment shall be conditioned on the allowance in the Contractor's payment application procedure for thirty (30) days for handling by the Owner and five (5) days by the Architect, plus transit time between their offices.

...

§ 9.8.3.1 Inspection and testing shall take place at a time(s) mutually agreeable to the Contractor, Owner and Architect.

§ 9.8.3.2 The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection and testing shall determine whether Substantial Completion has been accomplished and shall result in the Architect's issuance of a written list of unfinished Work and defective Work, commonly referred to as a "punch list", each item of which must be finished and corrected prior to Final Completion.

§ 9.8.3.3 The Architect and its consultants shall conduct all Substantial Completion inspections. The Owner may elect to have other persons of its choosing participate in the inspections. Representatives of other authorities having jurisdiction may be present, at their sole discretion, at the Substantial Completion inspection or otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements.

§ 9.8.3.4 If the inspection discloses any item which is not in accordance with the requirements of the Contract Documents and will prevent the Owner from occupying or utilizing the Work for its intended use, the Contractor shall complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for a follow-up inspection by the Architect to determine Substantial Completion.

§ 9.8.3.5 The Contractor shall proceed promptly and diligently to complete and correct items on the list of unfinished or defective Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3.6 If more than two (2) Substantial Completion inspections are required, the Contractor shall reimburse the Owner for all costs of any subsequent reinspection if the circumstances necessitating the reinspection are based on factors within the Contractor's control (i.e.: work not completed, defective work, etc.) or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

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§ 9.10.1.1 Final Completion shall be achieved no later than thirty (30) days after Substantial Completion unless modified by a Change Order.

§ 9.10.1.2 The Contractor shall notify the Owner, in writing of the date when the Work has reached or will reach Final Completion and will be ready for final inspection and testing. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Architect, who will attach its endorsement as to whether or not it concurs in the Contractor's statement that the Work will be ready for inspection and testing on the date stated. The Architect's endorsement is a convenience to the Owner only and shall not relieve the Contractor of its responsibility in the matter, nor shall the Architect's endorsement be deemed to be evidence that the Work was finally complete and ready for inspection and testing. In the event that the Architect does not concur with the Contractor's statement, the Architect shall inform the Contractor of the basis for the Architect's non-concurrence. The Contractor may then, at its sole option, (1) defer the inspection; or (2) request the inspection be performed in accordance with this Subparagraph. The final inspection and testing shall be conducted in the same manner as the inspection for Substantial Completion, including, but not limited to, the requirements of Clauses 9.8.3.3, 9.8.3.4, 9.8.3.5 and 9.8.3.6 of this Contract.

§ 9.10.1.3 In the event that the Architect does not find the Work acceptable under the Contract Documents and the Contract fully performed, the Contractor shall then submit a request for a follow-up inspection in accordance with and subject to Section 9.10.1.2 to determine Final Completion. If more than two (2) Final Completion inspections are required, the Contractor shall reimburse the Owner for all costs of reinspection if the circumstances necessitating the reinspection are based on factors within the Contractor's control (i.e.: work not completed, defective work, etc.) or, at the Owner's option, the costs may be deducted from payments otherwise due to the Contractor.

§ 9.10.1.4 Approval of Work at or as a result of any inspection required herein shall not release the Contractor or its surety from responsibility for complying with the Contract.

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- .3 terms of special warranties required by the Contract Documents;~~or~~
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 or claims otherwise reserved in writing and contemporaneously sent with final payment.

...

§ 9.10.6 The Contractor shall keep full and accurate records of all costs incurred and items billed in connection with the performance of the Work, including records of subcontractors, which records shall be open to audit by the authorized representative of the Owner or the Owner during the performance of the Work and for twelve (12) months after Final Payment.

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In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Written notice of the emergency, including an estimate of cost and probable effect of delay on the progress of the Work, shall be given by the Contractor to the Architect as soon as possible, but in no case more than three (3) days after the start of the emergency.

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§ 11.1.2.1 Contractor shall provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Sum.

§ 11.1.2.2 The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property- Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V."

§ 11.1.2.3 The Performance Bond and the Payment Bond shall be made payable to the Owner.

§ 11.1.2.4 The Performance and Labor and Material Payment Bonds shall:

- .1 be issued by a surety company licensed to do business in Texas; and,
- .2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
- .3 remain in effect for a period not less than one (1) year following the date of Substantial- Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
- .4 display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond stating that: (a) The Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder, and notice to the Surety of such matters is hereby waived. (b) The Surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.
- .5 Notwithstanding the foregoing, any bonds required by this Contract shall meet the requirements of the Texas Government Code, as amended.

§ 11.1.2.5 The Contractor shall furnish the required bonds to the Owner at the same time as the executed Contract.

§ 11.1.2.6 The Owner may, in the Owner's sole discretion, inform the Surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges, and benefits under and pursuant to any bond issued in connection with the Work.

...

§ 11.1.5 Liability Insurance shall include all major divisions of coverage and be on a Commercial basis including the following:

- (1) Premises - Operations.
- (2) Independent Contractor's Protective.
- (3) Products and Completed Operations.
- (4) Personal and Advertising Injury.
- (5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
- (6) Broad Form Property Damage including Completed Operations.
- (7) Owned, Non-owned and Hired Motor Vehicles.

§ 11.1.5.1 The insurance required by Subparagraph 11.1.5 shall be written for not less than the following limits, or greater if provisions of this Contract:

- (1) COMMERCIAL GENERAL LIABILITY:

<u>(a) General Aggregate (per project)</u>	<u>\$2,000,000</u>
<u>(b) Products/Completed Operations</u>	<u>\$1,000,000</u>
<u>(c) Personal and Advertising Injury</u>	<u>\$1,000,000</u>
<u>(d) Each Occurrence</u>	<u>\$1,000,000</u>
<u>(e) Fire Damage (Any one fire)</u>	<u>\$100,000</u>
<u>(f) Medical Expense (Any one person)</u>	<u>\$5,000</u>
- (2) BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

<u>(a) Combined Single Limit</u>	<u>\$1,000,000</u>
<u>OR</u>	
<u>(b) Bodily Injury & Property Damage (each)</u>	<u>\$750,000</u>
- (3) WORKER'S COMPENSATION:

<u>(a) State Statutory</u>	
----------------------------	--

(b) Employers Liability	\$100,000 Per Accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee

§ 11.1.5.2 Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory.

§ 11.1.5.3 The Contractor is required to obtain Worker's Compensation Insurance for the duration of the Work.

§ 11.1.5.4 The Aggregate Limits of Insurance required by Subparagraph 11.1.5.1 shall apply, in total, to this Contract only. This shall be indicated on the insurance certificate or an attached policy amendment.

§ 11.1.5.5 The insurance policies and Certificates of Insurance required by this Contract shall contain a provision that no material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such Certificates of Insurance shall have effect unless the Owner has been given at least thirty (30) days' prior written notice. The Contractor shall provide a minimum of thirty (30) days written notice to the Owner of any proposed reduction of coverage limits, including every coverage limit identified in Section 11.1.5.1, or any substitution of insurance carriers.

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~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

PROPERTY INSURANCE

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.2.2.1 The Contractor shall purchase sufficient Builder's Risk and other property insurance necessary to protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.2.2.2 The Builder's Risk and other property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

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§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination including inspections of work-in-progress required by all authorities having jurisdiction over the Project, then the portion of Work so covered shall, upon demand of the Architect or the authority having jurisdiction, be uncovered for observation and be replaced at the Contractor's expense without change in the Contract Time.

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4, and venue for any claim or cause of action shall lie within Burnet County, Texas.

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Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located at a rate determined in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

§ 13.6 Under Texas law, Owner may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract (Texas Government Code, Chapter 2270). By entering into this Contract, Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended.

§ 13.7 For certain contracts needing City Council approval, the Owner may not accept or enter into a contract until it has received from the Contractor a completed Texas Ethics Commission ("TEC") Form 1295 complete with a certificate number assigned by the TEC pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the Owner from entering into this Contract.

§ 13.8 The signing parties to this agreement do not intend to confer any rights upon any persons not a party to this Contract. Accordingly, this Contract shall not be construed to create any third-party beneficiaries.

§ 13.9 Contractor and Subcontractors shall comply with Texas Government Code, Chapter 2258, as amended, in performing on this Project, if applicable. In accordance with Chapter 2258, as amended, the prevailing wage rates as set forth in the Contract shall be paid on this Project and shall be posted at the job site or other area generally accessible to the employees working on the Project. In the event that the Contractor or Subcontractor seeks to hire a craft or type of worker not listed in the wage rates set forth in this Contract, such entity shall, in advance of hiring the worker, request an official determination of the prevailing wage rate for the craft or type of worker from the Owner. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in the schedule of prevailing wage rates, which is incorporated herein for all purposes.

§ 13.9.1 The Contractor and any Subcontractor(s) shall keep a record showing the name, occupation, and actual per diem wages paid each worker employed by the Contractor or Subcontractor in the construction of the Project. The Owner may require an affidavit stating that the Contractor has complied with the prevailing wage rate provisions of the Contract prior to acceptance of the Project or at any time during or after completion of the Contract.

§ 13.9.2 The Owner reserves the right to conduct interviews with the Contractor's and Subcontractor's employees to insure compliance with Texas Government Code, Chapter 2258, as amended, and with all applicable local, state and federal laws. Upon written request by Owner, the Contractor shall be responsible for submitting the above required records to the Owner for all employees performing work on the Project, whether employed by the Contractor or a Subcontractor. Each submittal shall be certified by the Contractor as to completeness and accuracy.

§ 13.9.3 A Contractor in violation of Texas Government Code, Chapter 2258, as amended, is liable for a penalty as provided therein. Nothing herein shall preclude the Contractor or Subcontractor from paying higher wages than specified herein.

§ 13.9.4 In the event that Owner receives written information or complaint attesting to a violation of the prevailing wage rate, Owner shall proceed under Texas Government Code, Chapter 2258.

§ 13.10 Contractor acknowledges and agrees that Contractor is required by Texas Local Government Code, Section 176.006 to complete a conflict of interest questionnaire, if applicable to the Contractor. This obligation shall be ongoing throughout the term of this Contract.'

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§ 14.2.1 The Owner may terminate the ~~Contract~~ Contract, if the Contractor

- .1 ~~repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to complete the Work within the Contract Time specified in the Contract Documents, including any authorized adjustments; or,~~
- .2 ~~fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the Contract Time specified in the Contract Documents, including any authorized adjustments; or,~~
- ~~.2—~~.3 ~~fails to make payment to Subcontractors or suppliers or Suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers; Suppliers; or,~~
- ~~.3 ~~repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or,~~~~ ~~4 ~~repeatedly (defined as occurring on two or more occasions) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or,~~~~
- ~~.4 ~~otherwise is guilty of substantial breach of a provision of the Contract Documents.~~~~ ~~5 fails to comply with any of the other material provisions of this Contract.~~

§ 14.2.2 ~~When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, The Owner's right to terminate this Contract under Subparagraph 14.2.1 may be exercised if the Contractor does not cure such failure within seven (7) days (or more if authorized in writing by the Owner) after receipt of the notice from the Owner specifying the general nature of the failure. The Owner shall notify the Contractor's surety within a reasonable time. When terminating pursuant to Paragraph 14.2.1, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, Owner, and subject to any prior rights of the surety:~~

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§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, later, unless this time period is otherwise altered by the Contract Documents.

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days litigation of any Claim unless thirty (30) days have passed after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker Architect and no decision has been rendered in writing. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) ~~approve the Claim, forward the claim to Owner with a recommendation that the claim be approved,~~ (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. ~~The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ~~Initial Decision Maker will either reject or approve the Claim in whole or in part.~~ Architect will either reject the Claim or forward the Claim to the Owner with recommendation that the Claim be approved in whole or part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be ~~final and binding on the parties but subject to mediation~~ final, but shall be subject to mediation provided in Section 15.3 below and, if the parties fail to resolve their dispute through mediation, ~~to binding dispute resolution through other dispute resolution agreed to by the parties or litigation in a court of competent jurisdiction, if desired by either party.~~

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~ Not used.

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~ Not used.

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§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~ Not used.

...

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to non-binding mediation as a condition precedent to binding dispute resolution, any other form of dispute resolution or litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, writing and delivered to the other party to the Contract, and Contract within thirty (30) days of the date of the Initial Decision Maker's decision provided under Section 15.2.5 above and shall subsequently be filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by~~

agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision. Not used.

...

§ 15.4 Arbitration Not used.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:39:28 ET on 08/03/2022 under Order No. 2114350488 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



City Council

ITEM 4.11

Leslie Kimbler
Planner
512-715-3215
lkimbler@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING THE PROVISION OF A LETTER OF CREDIT AS AN ALTERNATIVE TO COMPLETING CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR THE DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3 AND AUTHORIZING THE RECORDATION OF THE "FINAL PLAT" IN THE PUBLIC RECORDS OF THE COUNTY CLERK OF BURNET COUNTY, TEXAS: L. Kimbler

Background: The Delaware Springs Subdivision, Section 19, Phase 3 is a single-family residential subdivision with 15 lots and one internal street, Aidan Court.

The Final Plat was approved on June 14, 2022, with the condition that the plat shall not be recorded until all improvements have been accepted by the City, or until the City has been provided with a surety instrument in a form specified by Code of Ordinances, Chapter 98, Sec. 98-61 – Assurances for completion of improvements.

Information: The applicant is providing a Letter of Credit to cover the cost of improvements that are yet to be completed in order to record the Final Plat and begin the sale of existing lots.

Staff Analysis: The City Engineer has reviewed and approved the Engineer's Opinion of Probable Cost submitted in accordance with Chapter 98, Sec. 98-61. The Irrevocable Letter or Credit issued by First State Bank of Burnet, dated 08/9/2022, for the guaranty of completion of the public improvements required for the Delaware Springs Subdivision, Section 19, Phase 3 has also been reviewed and approved.

Recommendation: Approve the resolution R2022-61 accepting the Performance Letter of Credit.

RESOLUTION NO. 2022-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, ACCEPTING THE PROVISION OF A LETTER OF CREDIT AS AN ALTERNATIVE TO COMPLETING CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR THE DELAWARE SPRINGS SUBDIVISION, SECTION 19, PHASE 3 AND AUTHORIZING THE RECORDATION OF THE “FINAL PLAT” IN THE PUBLIC RECORDS OF THE COUNTY CLERK OF BURNET COUNTY, TEXAS

WHEREAS, the code of ordinances requires the construction of all public improvements required by the subdivision ordinance, prior to the recordation of a subdivision plat approved by city council and the provision of a one year warranty bond prior to the preliminary acceptance of the public improvements; and

WHEREAS, notwithstanding the forgoing the code of ordinances authorizes alternatives to completing improvements, including developer's provision of a letter or credit from a bank or other reputable institution or individual; and

WHEREAS, the subdivision plat of Delaware Springs Subdivision, Section 19, Phase 3 was approved by city council on June 14, 2022, with the condition that the plat shall not be recorded until all improvements have been accepted by the City, or until the City has been provided with a surety instrument in a form specified by Code of Ordinances, Chapter 98, Sec. 98-61 – Assurances for completion of improvements.; and

WHEREAS, the approval of the subdivision plat of Delaware Springs Subdivision, Section 19, Phase 3 is conditioned on both the subdivider completing the public improvements described in that certain engineer's opinion of probable construction costs for the Delaware Springs Subdivision, Section 19, Phase 3 dated 07/18/22 and signed by Hugo Elizondo, P.E. before the expiration of the Letter of Credit; and, the provision of a one-year warranty bond prior to City Council's preliminary acceptance of the public improvements.

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

Section one. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section two. Irrevocable Letter of Credit accepted. The Irrevocable Letter or Credit issued by First State Bank of Burnet, dated 08/09/2022, for the guaranty of completion of the public improvements required for the Delaware Springs, Section 19, Phase 3 Subdivision, subject to the following:

- (a) the public improvements are completed and preliminary accepted before 08/09/2023; and

- (b) at the time of preliminary acceptance of the public improvements the subdivider provides a warranty or maintenance bond, assuring the quality of materials and workmanship, and maintenance of all public improvements; and
- (c) failure to timely complete the public improvements shall cause the city manager to draw on the letter of credit to complete the public improvements; and
- (d) the public improvements shall not be accepted until all improvements have been satisfactory completed; and
- (e) the city shall withhold all city services to the subdivision until the public improvements are satisfactory completed and accepted.

Section three. Authorization. The city manager is authorized and directed to take those actions that are reasonably necessary to facilitate the purpose of this Resolution. Further, the city manager is to draw on the letter of credit to complete the public improvements, without any further city council action necessary, should the subdivider fail to complete the public improvements within the period prescribed in this resolution.

Section four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

Section five. Effective Date. This resolution shall take effect upon approval and adoption by City Council.

APPROVED AND ADOPTED on this the 9th day of August, 2022.

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

EXHIBIT A

ENGINEERS ESTIMATE OF CONSTRUCTION COSTS

Pg. 1

OPINION OF PROBABLE CONSTRUCTION COST
FOR
DELAWARE SPRINGS SECTION 19, PHASE 3: PERFORMANCE BOND FOR PLAT RECORDING
CITY OF BURNET
BURNET COUNTY, TEXAS

July 21, 2022

A. EROSION/ SEDIMENTATION CONTROL					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	SILT FENCE	LF	0	\$ 2.50	\$ -
2	ROCK BERM	LF	0	\$ 30.00	\$ -
3	STABILIZED CONSTRUCTION ENTRANCE	LS	0	\$ 1,000.00	\$ -
4	RE-VEGETATION OF DISTURBED AREAS (NO WATERING)	SY	2,720	\$ 0.50	\$ 1,360.00
SUBTOTAL E/S CONTROLS:					\$ 1,360.00
B. STREET AND DRAINAGE IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
5	MOBILIZATION	LS	0	\$ 10,000.00	\$ -
6	STREET EXCAVATION AND EMBANKMENT	SY	0	\$ 5.00	\$ -
7	8" MOISTURE-CONDITIONED SUBGRADE	SY	3,073	\$ 2.50	\$ 7,682.50
8	SUBGRADE PREPARATION	SY	3,073	\$ 1.50	\$ 4,609.50
9	8" FLEXIBLE BASE, TXDOT ITEM 247	SY	3,073	\$ 15.00	\$ 46,095.00
10	2" HMA, TXDOT ITEM 340, TYPE "D"	SY	2,571	\$ 15.00	\$ 38,565.00
11	LOT GRADING	LOT	15	\$ 750.00	\$ 11,250.00
12	1.5' WIDE REINFORCED CONCRETE RIBBON CURB	LF	1,505	\$ 15.00	\$ 22,575.00
13	CONNECT TO EXISTING RACHIL LOOP	EA	1	\$ 1,500.00	\$ 1,500.00
14	SAW CUT EXISTING STREET	LF	91	\$ 10.00	\$ 910.00
15	4' WIDE REINFORCED CONCRETE SIDEWALK	LF	1,500	\$ 25.00	\$ 37,500.00
16	ACCESS RAMPS	EA	2	\$ 1,000.00	\$ 2,000.00
17	REGULATORY SIGNS / STRIPING	LS	1	\$ 2,000.00	\$ 2,000.00
18	TRAFFIC CONTROL	LS	0	\$ 2,000.00	\$ -
SUBTOTAL STREET AND DRAINAGE IMPROVEMENTS:					\$ 174,687.00
C. WATER IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
19	8" PVC WATER MAIN, DR-18 (INCLUDING FITTINGS)	LF	665	\$ 50.00	\$ 33,250.00
20	TIE IN TO EXISTING 8" MAIN	LS	1	\$ 3,500.00	\$ 3,500.00
21	FIRE HYDRANT ASSEMBLY, INCLUDING 6" GATE VALVE	EA	1	\$ 5,000.00	\$ 5,000.00
22	SHORT SIDE SINGLE SERVICE	EA	3	\$ 1,500.00	\$ 4,500.00
23	SHORT SIDE DOUBLE SERVICE	EA	2	\$ 1,800.00	\$ 3,600.00
24	LONG SIDE DOUBLE SERVICE	EA	4	\$ 2,000.00	\$ 8,000.00
25	RAISE VALVE CASTINGS	EA	2	\$ 400.00	\$ 800.00
26	TRENCH SAFETY SYSTEM	LF	665	\$ 1.25	\$ 831.25
SUBTOTAL WATER IMPROVEMENTS:					\$ 60,281.25
10% PUNCH OUT:					\$ 6,028.13
D. WASTEWATER IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
27	8" PVC WASTEWATER LINE, SDR-35 (17'-8" DEEP)	LF	955	\$ 45.00	\$ 42,975.00
28	DOG HOUSE MANHOLE ON EXISTING 8" WASTEWATER LINE	LS	1	\$ 6,000.00	\$ 6,000.00
29	ABANDON EXISTING WW LINE	LS	1	\$ 1,500.00	\$ 1,500.00
30	CEMENT STABILIZED SAND ENCASMENT AT WATER SERVICE CROSSING	EA	3	\$ 250.00	\$ 750.00
31	STANDARD MANHOLE WITH COATING	EA	4	\$ 5,000.00	\$ 20,000.00
32	SHORT SIDE SINGLE SERVICE	EA	2	\$ 1,600.00	\$ 3,200.00
33	SHORT SIDE DOUBLE SERVICE	EA	3	\$ 1,900.00	\$ 5,700.00
34	LONG SIDE DOUBLE SERVICE	EA	3	\$ 2,300.00	\$ 6,900.00
35	RAISE MANHOLE CASTINGS	EA	5	\$ 400.00	\$ 2,000.00
36	TRENCH SAFETY SYSTEM	LF	955	\$ 1.25	\$ 1,193.75
SUBTOTAL WASTEWATER IMPROVEMENTS:					\$ 90,218.75
10% PUNCH OUT:					\$ 9,021.88

EXHIBIT A
ENGINEERS ESTIMATE OF
CONSTRUCTION COSTS
Pg. 2

E. EXISTING POND IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
37	EXISTING DETENTION POND 2: REMOVE EXISTING POND BERM, REGRADE POND BOTTOM TO DRAIN, GRADE BETWEEN EXISTING CULVERTS AT RACHEL LOOP AND POND, 1.5 FOOT HIGH DIVERSION BERM ALONG REAR OF LOTS 6-9, REMOVE EXISTING CONCRETE OUTLET STRUCTURE, AND REVEGETATE	LS	1	\$ 25,000.00	\$ 25,000.00
SUBTOTAL EXISTING POND IMPROVEMENTS:					\$ 25,000.00
F. ELECTRICAL IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
38	ELECTRICAL UNDERGROUND/LIGHTING (50% COMPLETE)	LOT	15	\$ 1,100.00	\$ 16,500.00
39	STREET LIGHT ASSEMBLY	EA	2	\$ 2,500.00	\$ 5,000.00
SUBTOTAL ELECTRICAL IMPROVEMENTS:					\$ 21,500.00
G. SOFT COSTS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
40	ENGINEERING/SURVEYING/CLOSEOUT	LS	1	\$ 4,500.00	\$ 4,500.00
SUBTOTAL ELECTRICAL IMPROVEMENTS:					\$ 4,500.00
SUBTOTAL CONSTRUCTION COST:					\$ 242,097.00
PERFORMANCE BOND AMOUNT, 110%:					\$ 266,306.70

Clarifications:

1. THIS OPC IS BASED ON WORK PROGRESS AS OF 7/18/22.

Prepared By:
Hugo Elizondo, Jr., P.E.
Cuatro Consultants, Ltd.
Firm No. F-3524
3601 Kyle Crossing, Suite A
Kyle, TX 78640



Lot #	Area	Acres
20	0.35 AC.	0.35 AC.
21	0.35 AC.	0.35 AC.
22	0.35 AC.	0.35 AC.
23	0.35 AC.	0.35 AC.
24	0.35 AC.	0.35 AC.
25	0.35 AC.	0.35 AC.
26	0.35 AC.	0.35 AC.
27	0.35 AC.	0.35 AC.
28	0.35 AC.	0.35 AC.
29	0.35 AC.	0.35 AC.
30	0.35 AC.	0.35 AC.
31	0.35 AC.	0.35 AC.
32	0.35 AC.	0.35 AC.
33	0.35 AC.	0.35 AC.
34	0.35 AC.	0.35 AC.

Area	Acres
Subtotal	11.55 AC.
Reserve	0.00 AC.
Total	11.55 AC.

BLOCK 4 1ST TABLE		BLOCK 4 2ND TABLE	
Person #	Area	Person #	Area
20	0.33 AC	28	0.30 AC
21	0.32 AC	29	0.30 AC
22	0.30 AC	30	0.30 AC
23	0.30 AC	31	0.30 AC
24	0.30 AC	32	0.30 AC
25	0.30 AC	33	0.30 AC
26	0.33 AC	34	0.30 AC
27	0.30 AC		

CODE	DAYS	AC LANE	PHASE 3 CURVE DATA			
			ENTERING	CHANGING	WARNING	DELA
C1	24.00	52.00	41.50	41.50	44.50	120.00
C2	15.00	52.15	33.00	33.00	39.00	80.00
C3	40.00	52.15	12.13	12.13	6.50	9.00
C4	40.00	49.88	10.75	10.75	6.50	9.00
C5	40.00	49.88	7.60	7.60	6.50	9.00
C6	40.00	49.88	6.40	6.40	6.50	9.00
C7	40.00	49.88	6.40	6.40	6.50	9.00
C8	40.00	49.88	6.40	6.40	6.50	9.00
C9	40.00	49.88	6.40	6.40	6.50	9.00
C10	40.00	49.88	6.40	6.40	6.50	9.00
C11	20.00	47.93	10.75	10.75	20.00	100.00

LINE #	LENGTH	BEARING
L1	101.69'	N43°22'07"W
L2	77.38'	S18°15'18"E
L3	162.08'	S38°12'00"E
L4	81.03'	S11°46'24"E
L5	42.76'	S29°50'34"E
L6	32.44'	S12°12'08"E
L7	68.61'	S19°12'08"E

FOR REVIEW ONLY

DATE: 6-1-22

SHEET 1 OF 2



Development Services

ITEM 4.12

Eric Belaj
City Engineer
(512)-756-2402
ebelaj@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: Award Request for Proposal (RFP) 2022-005 Water Plant Emergency Power bid and authorize the City Manager to execute the contract: E. Belaj

Background: The City previously created an emergency preparedness plan in response to the requirements of SB3. As part of that plan was to install a generator at the Inks Lake Water Plant. Currently there is no back-up power for that site. Staff previously worked with a contractor to create a scope of work, and ultimately bid the project for a 600 kW generator.

Information: The City recently had bid opening for this Project. The bid opening was on August 2, 2022, at 11 A.M. where 5 bids were received. The proposed improvements up for bid consist of installing a 600 kW diesel generator Cummins or Caterpillar, and associated appurtenances, along with needed engineering or design. Other brands were allowed but had to be comparable to the mentioned manufacturers in reliability, part availability, maintenance records, and availability of nearby qualified maintenance technicians. The bidders were allowed to include alternates in the bid along with the base bid.

Bids: **McDonald Municipal and Industrial** offered the best value to the City at **\$392,469.00**. The project was estimated to cost under \$600K. This contractor is requesting not less than 75 weeks to complete the job, thus likely completion in October 2023. Staff has reached out to a third party to review the tabulated bids to assure that low bidder used bid amounts that were both appropriate and competitive for the project. See attached tabulated bids.

Qualification: City staff determined that this construction company has constructed many similar projects around the Central Texas area. Council may elect to take staff's recommendation below, reject all bids, or proceed with further evaluation.

Fiscal Impact: City has budgeted \$600K for this project including \$300K from Impact Fees.

Recommendation: Staff Recommendation will be presented at the council meeting.

ENGINEERING

GENERATOR CONTRACT AWARD

SB3:

- State Req. 24-hr Power Back-up plan
- Part of City's Emergency Prep. Plan
- Plan for future expansion

ENGINEERING

GENERATOR CONTRACT AWARD

Base Bid: 600 kW Generator

- 2000A ATS
- 24-hr Diesel Tank
- 3000A Tap Can (For Future)
- Electrical Engineering
- 3-rd Party Bid and Scope Review

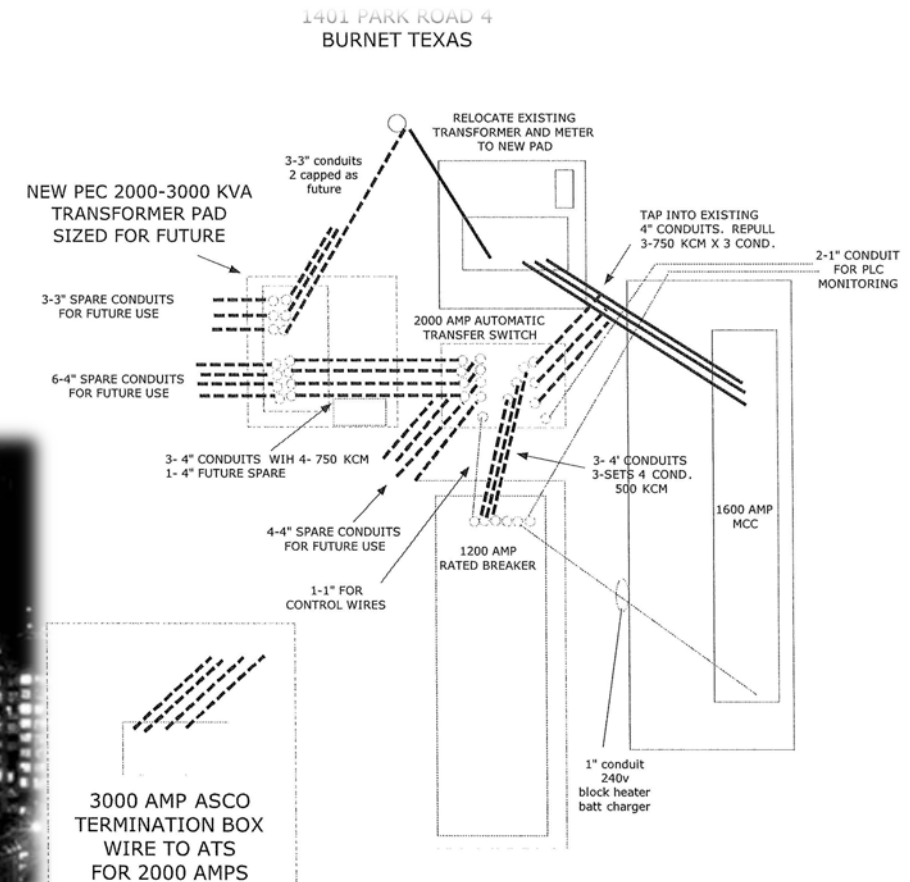
ENGINEERING

GENERATOR CONTRACT AWARD



ENGINEERING

GENERATOR CONTRACT AWARD



POTENTIAL DEDUCT

- 1) THE TERMINATIONS AND PLC PROGRAMMING FOR 4 GENERATOR/TRANSFER SWITCH STATUS INPUTS IS INCLUDED IN THE COST.
- 2) PEC COST TO RELOCATE AND TERMINATE EXISTING TRANSFORMER IS INCLUDED IN THE COST.
- 3) GROUNDING SYSTEM FOR GENERATOR, ATS AND TERMINATION BOX WILL BE TIED INTO EXISTING GROUNDING SYSTEM.



Finance

ITEM 4.13

Patricia Langford
Director of Finance
(512)-715-3205
plangford@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A BIENNIAL AGREEMENT WITH GABRIEL, RODER, SMITH AND COMPANY FOR ACTUARIAL SERVICES PER THE MASTER AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID ENGAGEMENT LETTER ON BEHALF OF THE CITY: P. Langford

Background: The Governmental Accounting Standards Board (GASB) has issued Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. GASB Statement No. 75 replaces the requirements of GASB Statement No. 45 and establishes new accounting and financial reporting requirements for other postemployment benefit (OPEB) plans.

Information: The OPEB liability is required to be determined through an actuarial valuation. All assumptions underlying the determination of the total OPEB liability are required to be made in conformity with Actuarial Standards of Practice issued by the Actuarial Standards Board.

Fiscal Impact: This is a budgeted line item and the City has sufficient funds available. The new biennial contract amount is \$10,420 which is a \$615 increase over the previous contract.

Recommendation: Approve Resolution R2022-62 as presented.

RESOLUTION NO. R2022-62

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A BIENNIAL AGREEMENT WITH GABRIEL, RODER, SMITH AND COMPANY FOR ACTUARIAL SERVICES PER THE MASTER AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID ENGAGEMENT LETTER ON BEHALF OF THE CITY

Whereas, To comply with the requirements of Governmental Accounting Standards Board (GASB) Statement No. 75, the City is required to use an actuarial valuation to measure their Other Post-Employment Benefit (OPEB) liabilities.

Whereas, The City has reviewed the attached engagement letter received from GRS and it has been determined that the services as detailed in the agreement are appropriate to meet the accounting and financial reporting requirements for the City as established by GASB Statement No. 75.

Whereas, The City plans to enter into a biennial agreement with GRS to prepare the annual actuarial valuation reports for OPEB for Fiscal Years 2022 and 2023.

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

Section one. Findings. The recitals to this resolution are deemed to be the findings of City Council and incorporated herein for all purposes.

Section two. Approval. The Gabriel, Roder, Smith and Company engagement letter and master agreement attached hereto are hereby approved.

Section three. Authorization. The City Manager is hereby authorized and directed to execute the attached engagement letter and to take such other actions reasonably necessary to facilitate the purpose of this resolution.

Section four. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act.

Section five. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

PASSED AND APPROVED this the 9th day of August, 2022.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



March 16, 2022

Ms. Patricia Langford
Director of Finance
City of Burnet
P.O. Box 1369
Burnet, TX 78611

Re: Engagement Letter for the December 31, 2021 OPEB valuation and the GASB 75 Valuation Reports for fiscal years ending 2022 and 2023.

Dear Ms. Langford,

You have requested a pricing quote for a GASB 75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the cost of services for City of Burnet is \$10,420. This price is based on receiving data in the standard GRS format and using the following assumptions:

Pricing Category	Pricing Parameters	Fee
Annual or Biennial	Biennial	
Number of Participants	< 100 participants	\$10,420
Claims Analysis Required	No	\$0
Health Plans	1. City of Burnet Health Plan	\$0
Retirement Plans	1. TMRS	\$0
Implicit Subsidy Only Discount	Not Eligible	\$0
Plan Change Not Previously Valued	No	N/A
OPEB Trust or Equivalent Arrangement	No	N/A
Single Discount Rate Test	No	\$0
Plan Only Reporting Package	No	\$0
Cost Sharing Schedules for Primary Government and Component Units	No	\$0
Calculation of an Actuarially Determined Contribution	No	\$0
Total		\$10,420

Basic Services

- Actuarial valuation of employer OPEB in compliance with the requirements of GASB Statements No. 74 and No. 75. The valuation report will include, but is not limited to, the following:
 - > The updated Total OPEB Liability, based on the appropriate discount rate for the reporting period.
 - > A reconciliation of the Total OPEB Liability, which shows, among other items, the impact of benefit changes, assumption changes, and demographic gains/losses separately.
 - > The OPEB expense and supplementary information required by GASB 75.
 - > The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.
 - > A statement of outflows and inflows arising from the current reporting period.
 - > A statement of outflows and inflows to be recognized in future OPEB expense.
 - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower discount rate.
 - > A sensitivity analysis providing the Total OPEB Liability based on a 1% higher and 1% lower health care trend assumption.

Billing Schedule

GRS pricing assumes 30% paid upon acceptance by the government of the engagement, 40% upon delivery of the draft full valuation, and 30% upon delivery in the second year of the rolled forward report.

The Master Agreement allows for automatic fee increases based on changes in the Consumer Price Index (CPI), starting in January of 2019. As a result, the 2022 fees are 10.9% higher than those in the original fee schedule that's shown in our Master Agreement. However, the fees provided in this engagement letter will not change based on the annual updates to the overall pricing schedule. Any CPI related increases will only apply to the next valuation cycle.

Basic Options Study

It is anticipated that City of Burnet may want to consider options for mitigating its OPEB liability. Basic Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a Basic Options study will be \$1,445 per study.

Fees for plan redesign studies that are not considered basic will be communicated after the specifics of the proposed plan changes are discussed.

Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:


<i>GRS Resource Classification</i>	<i>Hourly Rates</i>
Lead Actuary	\$365
Actuarial Staff	\$240
Support Staff	\$205

A copy of this engagement letter will be made a part of the master agreement between City of Burnet and GRS.

CITY OF BURNET, TX

Date

GABRIEL, ROEDER, SMITH & COMPANY



Mehdi Riazi, Senior Consultant

3/16/2022

Date

Master Agreement Other Post Employment Benefits (OPEB) Actuarial Valuations

Pursuant to the award of RFP NCT-2017-02 (Other Post Employment Benefits (OPEB) Actuarial Valuations) by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which

City of Burnet hereinafter referred to as 'CONTRACTING GOVERNMENT' has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal (RFP # NCT-2017-02) issued by NCTCOG on January 4, 2017 and our contract with NCTCOG, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed for the CONTRACTING GOVERNMENT.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the required fees. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. **Aggregate Information.** GRS agrees to supply the CONTRACTING GOVERNMENT with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services. Fees are subject to inflation adjustments starting in January of 2019. The fees associated with each valuation cycle will be provided in a separate engagement letter.
- E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.



- F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.
- G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted, but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on June 30, 2023.
- J. **Complete Agreement.** This agreement combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

- M. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By: Mark Randall Date: August 20, 2018
Title: Chief Executive Officer

CONTRACTING GOVERNMENT

By: Dawn Vau Date: 8/16/18
Title: City Manager

ATTACHMENT A

Pricing Schedule – Calendar Years 2017 and 2018

	Plan Basic Services		
	Governments by Total OPEB Participants (Actives and Retirees)	Annual	Biennial
P1	Less than 100	\$7,200	\$9,400
P2	Between 100 to 199	\$7,200	\$9,400
P3	Between 200 and 499	\$7,900	\$10,200
P4	Between 500 and 999	\$9,400	\$11,800
P5	Between 1,000 and 2,499	\$10,700	\$13,200
P6	Between 2,500 and 4,999	\$11,600	\$14,200
P7	Between 5,000 and 7,500	\$14,700	\$17,400
P8	Greater than 7,500	\$17,800	\$20,600
	Plan Features Resulting in Additional Cost (Discount) to Basic Services	Annual	Biennial
P9	Self-Insured Healthcare Plans	\$2,100	\$2,100
P10	Cost per additional healthcare plan option (high deductible, HMO, PPO etc.)	\$600	\$600
P11	Cost per additional retirement plan covered by the same OPEB plan	\$1,700	\$1,700
P12	Implicit subsidy only plans	-\$2,000	-\$2,000
P13	Plan change not previously valued (Basic)*	\$1,300	\$1,300
P14	Plan change not previously valued (Non-Basic)*	To be quoted	To be quoted
P15	OPEB Trust or Equivalent Arrangement	\$500	\$1,250
P16	Single Discount Rate Test	\$1,000	\$1,000
P17	Data Processing Charge**	To be quoted	To be quoted

* The impact of plan changes which are deemed significant need to be measured under GASB 74/75. A Basic or Non-Basic fee will apply anytime a plan change impact needs to be separately measured. No fee will apply if GRS has already measured the impact of the plan change.

** GRS fees are based on receiving census and claims data in the requested format. If data is provided in a different format or in multiple files, GRS will discuss an "out-side of scope" data fee charge with the Client before proceeding with the valuation.

	Optional Services	
O1	Updating actuarial valuations to the measurement date	\$1,500
O2	Upgrade roll-forward to full valuation	\$3,300
O3	Plan only reporting package for separately issued financial statements	\$800
O4	Cost Sharing schedules for primary government and component units	To be quoted
O5	Pricing valuation for OPEB plan changes (Basic)	\$1,300
O6	Pricing valuation for OPEB plan changes (Non-Basic)	To be quoted
O7	Experience Study	To be quoted
	Consulting on active health plans:	
O8	Pricing of premiums for self-insured health plans	To be quoted
O9	Cost trend analysis	To be quoted
O10	Hourly rate for additional services-responsible actuary	\$330
O11	Hourly rate for other actuarial staff	\$215
O12	Hourly rate for additional services-support staff	\$185
O13	In person meeting/presentation-per meeting*	\$1,300
O14	Calculation of an Actuarially Determined Contribution	To be quoted
O15	Money-weighted rate of return	\$500
O16	Initial GASB 75 report based on roll-forward of a previously completed GRS GASB 45 Valuation	\$2,500
O17	Initial GASB 74/75 report based on Roll-forward of a previously completed GRS GASB 45 Valuation**	\$4,000

*Fee for in-person meeting/presentation does not include travel expenses. Fees for travel outside the Dallas/Fort Worth metroplex will be the responsibility of the employer.

**Fee will be reduced by \$1,000 if a Blended Discount Rate test is not needed.

PRICING ASSUMPTIONS

- Pricing assumes that all participating entities offer basic vision and dental and life insurance to employees and retirees
- Pricing assumes for annual valuations: 50% paid upon initiation of the work and 50% upon receipt of the draft report. For biennial valuations 30% upon initiation of the work, 40% upon delivery of the draft valuation and 30% upon delivery in the second year of the rolled forward report.
- Number of OPEB participants will be determined as of the date the valuation is performed.
- Pricing will be held constant until January 2019 (approximately one and half years after contract award) and then be adjusted in relation to the Consumer Price Index-All Urban Consumers annually for each of the remaining six years. Starting in January 2019, the fees increase based on the November over November increase to the CPI-U. For example, the fees for 2019 would be increased by the change in the CPI-U from November 2017 to November 2018. Annual fee increases must be approved by the NCTCOG, and the NCTCOG has the right to limit the CPI related fee increase in any year. Once an annual or biennial valuation fee is agreed to, CPI related fee increases would not impact the valuation fee for that particular valuation cycle. CPI related fee increases would apply to the next valuation cycle.



Administration

ITEM 4.14

David Vaughn
City Manager
512-715-3208
dvaughn@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: Appointment of a City Council Committee to collaborate with staff regarding a possible expansion of Entegris: D. Vaughn

Background: Entegris is considering a major expansion of the current facility located on Houston Clinton Drive. The expansion could involve a significant number of jobs and increased electric consumption.

Information: City Council appointed Council Members Ricky Langley and Joyce Laudenschlager to the committee with various staff members to assist in the discussions and negotiations for the proposed Entegris expansion at the July 12, 2022 Regular City Council meeting.

It was brought to the attention of Staff that there was a misunderstanding of the process at the time the appointments were made, and that there may be other Council Members interested in serving on the committee.

Fiscal Impact None.

Recommendation: To be determined by Council.



Administration

ITEM 5.1

David Vaughn
City Manager
(512) 715 - 3208
dvaughn@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by Council.



Administration

ITEM 6.1

David Vaughn
City Manager
(512) 715 - 3208
dvaughn@cityofburnet.com

Action

Meeting Date: August 9, 2022

Agenda Item: Discuss and consider action: Regarding economic development negotiations with Entegris: D. Vaughn

Background:

Information: This executive session is to receive information from Entegris regarding their request for economic incentives.

Fiscal Impact: To be determined

Recommendation: No action is requested at this time.