



AGENDA

**CITY OF HUDSON OAKS
CITY COUNCIL
210 HUDSON OAKS DRIVE
HUDSON OAKS, TEXAS 76087
THURSDAY, MARCH 28, 2024**

REGULAR CITY COUNCIL SESSION

Call to order at 7:00 p.m.

INVOCATION

PLEDGES OF ALLEGIANCE

1. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation, under God, indivisible, with liberty and just for all.
2. Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

A. PROCLAMATIONS

1. Judge Paul A. Conner
2. Sexual Assault Awareness Month – Freedom House

B. CITIZEN COMMENTS AND ANNOUNCEMENTS

C. ITEMS OF COMMUNITY INTEREST

Items of community interest include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognitions of city officials, employees, or citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or employee; and announcements involving imminent threats to the public health and safety.

D. CONSENT AGENDA

1. Consideration of the regular City Council meeting minutes for January 25, 2024
2. Consideration of Minute Order 2024-04, accepting the Certification of the City Secretary certifying unopposed candidates for the cancelation of the May 4, 2024 General Election regarding elected officials
3. Consideration of Ordinance 2024-04, canceling the May 4, 2024 General Election regarding elected officials
4. Consideration of Minute Order 2024-05, adopting a Grants Management Policy

E. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consideration of Minute Order 2024-06, authorizing the Mayor to enter into an agreement for Contract Services, Municipal Judge and an agreement for Contract Services, Associate Municipal Judge
2. Consideration of Minute Order 2024-07, authorizing the City Administrator to execute a professional services agreement with Kimley-Horn for South Fork Lift Station, Force Main and Interceptor – Final Design
3. Consideration of Ordinance 2024-05, amending Article 4.03 “Alcoholic Beverages” of the Code of Ordinances authorizing extended hours for the sale and consumption of alcohol for “mixed beverage” permit holders
4. Consideration of Minute Order 2024-08, accepting the Fiscal Year 2023 Annual Comprehensive Financial Report

F. PULIC HEARINGS AND RELATED ITEMS

1. Public hearing and consideration of Ordinance 2024-06, on a request for a specific use permit to allow for “RV Sales and Service” at 3541 Fort Worth Highway on a 3.67 acres lot, Lot 2, Block 1, JBS Addition, Hudson Oaks, Parker County, Texas

G. STAFF/COUNCIL REPORTS

1. 2023 Annual Racial Profiling
2. 2023 Annual Use of Force Reporting
3. Monthly Police Reports
4. Financial Dashboard

H. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting to receive legal advice from its attorney on any posted agenda item as permitted by law, or to discuss the following:

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071
 - a. Potential Contract with the City of Willow Park for Wastewater Services
2. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072
 - a. Public Safety Building
3. Deliberation regarding gifts or donations to the City pursuant to Section 551.073
4. Personnel matters pursuant to Section 551.074 (to deliberate the appointment, employment, evaluation, reassignment or duties, discipline or dismissal of a public officer or employee)
 - a. City Administrator evaluation
5. Deliberation regarding security pursuant to Section 551.076
6. Deliberation regarding economic development negotiations pursuant to Section 551.087
 - a. 205 Renee Drive
 - b. 205 Canyon Court

I. DISCUSSION/ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

J. FUTURE AGENDA ITEMS

K. ADJOURNMENT

I, Shelley Scazzero, City Secretary, do hereby certify that notice of the above meeting was posted on the front window of the City Hall of the City of Hudson Oaks, a place readily accessible to the public at all times, on the 22nd day of March, 2024 on or before 7:00 p.m. and remained continuously posted for at least 72 hours preceding said meeting, and that said notice was posted in accordance with chapter 551 of the Texas Government Code.

Councilmember Lixey may participate in this meeting remotely via videoconference as permitted by Section 551.127, Texas Government Code.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Shelley Scazzero at 682-229-2400 or email shelley.major@hudsonoaks.com for more information.

Shelley Scazzero
City Secretary

City Council Meeting Staff Agenda Report



Consideration of the regular City Council meeting minutes for January 25, 2024

Meeting date: March 28, 2024	Agenda Item #: D1	Action being considered: Adoption of January 25, 2024 Minutes
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Staff Recommendation:

Review and adopt the minutes of the January 25, 2024 City Council meeting.

Prior Board or Council Action:

No previous action taken.

Background Information/Analysis:

Meeting was held at 7:00 p.m. on Thursday, January 25, 2024 at Hudson Oaks City Hall.

Attachments:

DRAFT Minutes

Staff Contact:

Shelley Scazero, City Secretary

682-229-2411

shelley.major@hudsonoaks.com



**CITY OF HUDSON OAKS
CITY COUNCIL
REGULAR MEETING
THURSDAY, JANUARY 25, 2024**

**STATE OF TEXAS §
 §
COUNTY OF PARKER §**

REGULAR SESSION

Call to order/announce a quorum is present

Mayor Tom Fitzpatrick called the meeting to order at 7:00 p.m. in the Council Chamber, Hudson Oaks City Hall, 210 Hudson Oaks Drive, Hudson Oaks, Texas, 76087.

Present: Tom Fitzpatrick Mayor
 Daniel Cross Mayor Pro-Tem, Place 5
 Tom Marquardt Place 1
 Marty Schrantz Place 3
 Sean Cannon Place 4

Absent: Brian Lixey Place 2

Staff Present: Sterling Naron City Administrator
 Hayden Brodowsky Director of Operations
 Shelley Scazero City Secretary
 Dustin Kennedy Police Sergeant
 Rob Allibon City Attorney

A. CITIZEN COMMENTS AND ANNOUNCEMENTS

No citizen comment.

B. ITEMS OF COMMUNITY INTEREST

Sterling Naron, City Administrator gave an update on the following:

1. Cohoho Christmas event was recapped.
2. New website will be launching in February.
3. New businesses opening in Hudson Oaks; including Jack In The Box, Sherwin Williams, Care Now, Chuy's and Jersey Mikes.

C. CONSENT AGENDA

1. Consideration of the regular City Council meeting minutes October 26, 2023.
2. Consideration of Minute Order 2024-01, excusing Council Member Sean Cannon from the regular City Council meeting on October 26, 2023.
3. Consideration of Resolution 2024-01, calling the May 4, 2024 General Election to elect officers, designating polling places; appointing election judges; providing procedures for the conduct of an election; approving a joint election with Parker County, and approving an effective date.
4. Consideration of Minute Order 2024-02, approving the purchase of a public works vehicle.

ACTION: Motion made by Council Member Marquardt and seconded by Council Member Schrantz to approve the consent agenda with the change to Item C3, to correct the election date in Attachment "A" to May 4, 2024. The motion passed unanimously (4-0).

D. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Oncor Service Update Presentation was given by Michael Dimas, Oncor Area Manager.

No action taken.

2. Consideration of Ordinance 2024-01, vacating and abandoning two portions of the existing ten foot (10') utility easement on Lot 2R, Block 1, Oakridge Addition, commonly known as 150 Inspiration Drive.

ACTION: Motion made by Council Member Marquardt and seconded by Mayor Pro-Tem Cross to approve Ordinance 2024-01. The motion passed unanimously (4-0).

3. Consideration of Ordinance 2024-02, amending Section 13.03.032(a) of the Hudson Oaks Code of Ordinance by amending commercial sewer rates.

ACTION: Motion made by Mayor Pro-Tem Cross and seconded by Council Member Schrantz to approve Ordinance 2024-02. The motion passed unanimously (4-0).

4. Consideration of Minute Order 2024-03, approving an Interlocal Agreement for operation of wastewater treatment plant with the Aledo Independent School District.

ACTION: Motion made by Council Member Marquardt and seconded by Mayor Pro-Tem Cross to approve Minute Order 2024-03. The motion passed unanimously (4-0).

E. PUBLIC HEARINGS AND RELATED ITEMS

1. Public hearing and consideration of Ordinance 2024-03, to amend the Comprehensive Zoning Ordinance of the City of Hudson Oaks, Texas, by amending the land use definitions and land use table regarding "Day-Care Center, Child, Day-Care Center, Adult, and Nursery School."

Mayor Fitzpatrick opened public hearing at 7:48 p.m.

No citizen comment.

Mayor Fitzpatrick closed public hearing closed at 7:48 p.m.

ACTION: Motion made by Council Member Schrantz and seconded by Council Member Cannon to approve Ordinance 2024-03. The motion passed unanimously (4-0).

F. STAFF AND COUNCIL REPORTS

1. Monthly police report and 2024 Statistics Review presented by Sergeant Dustin Kennedy.
2. Financial Dashboard presented by Sterling Naron.

Executive Session convened at 8:02 p.m.

G. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during the meeting to receive legal advice from its attorney on any posted agenda items as permitted by law, or to discuss the following:

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - a. Potential Contract with the City of Willow Park for Wastewater Services
2. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072.
 - a. Public Safety Building
3. Deliberation regarding gifts or donations to the City pursuant to Section 551.073.
4. Personnel matters pursuant to Section 551.074 (to deliberate the appointment, employment, evaluation, reassignment or duties, discipline, or dismissal of a public officer or employee).
5. Deliberation regarding security pursuant to Section 551.076.
6. Deliberation regarding economic development negotiations pursuant to Section 551.087.

Regular Session reconvened at 8:37 p.m.

H. DISCUSSION/ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION

A1. ACTION: Motion made by Council Member Schrantz and seconded by Council Member Marquardt to approve an Agreement for funding, construction, and maintenance of wastewater treatment facilities between the City of Hudson Oaks and the City of Willow Park, subject to final negotiations and approval of the City Administrator. The motion passed unanimously (4-0).

I. FUTURE AGENDA ITEMS

No future agenda items.

J. ADJOURNMENT

There being no further business Mayor Fitzpatrick adjourned the Regular meeting of the City Council at 8:40 p.m., on Thursday, January 25, 2024.

Tom Fitzpatrick, Mayor

ATTEST:

Shelley Scazero, City Secretary

DRAFT

City Council Meeting Staff Agenda Report



Consideration of Minute Order 2024-04, accepting the Certification of the City Secretary certifying unopposed candidates for the cancellation of the May 4, 2024 General Election regarding elected officials.

Meeting date: March 28, 2024	Agenda Item #: D2	Action being considered: Approval of Minute Order 2024-04
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Staff Recommendation:

Approve Minute Order 2024-04, accepting the Certification of the City Secretary certifying unopposed candidates for the cancellation of the May 4, 2024 General Election regarding elected officials.

Prior Board or Council Action:

No previous action taken.

Background Information/Analysis:

There are three City Council seats eligible for election this year. Each seat has drawn only one candidate. These are:

- Mayor – Tom Fitzpatrick
- Council Member Place 1 – Tom Marquardt
- Council Member Place 3 – Marty Schrantz

State law allows for the cancellation of the municipal election if no races are contested.

Financial Considerations:

None

Attachments:

DRAFT Certification of the City Secretary

Staff Contact:

Shelley Scazzero, City Secretary
682-229-2411

shelley.major@hudsonoaks.com



CERTIFICATION OF THE CITY SECRETARY

I, Shelley Scazzero, hereby certify that I am the City Secretary of the City of Hudson Oaks, Texas, and the authority responsible for having the official ballot prepared for the General Municipal Election on May 4, 2024. I further hereby certify, pursuant to Section 2.052, Texas Election Code, that the candidates are unopposed for election to the office to be on the ballot in the May 4, 2024, General Municipal Election, as follows:

Tom Fitzpatrick is unopposed to the office of Mayor;

Thomas C. Marquardt is unopposed to the office of Council Member Place 1;

Marty Schrantz is unopposed to the office of Council Member Place 3;

I further certify that no candidate's name is to be placed on a list of write-in candidates for the position of Mayor, Council Member Place 1, and Council Member Place 3 to appear on the ballot in the May 4, 2024, General Municipal Election.

To certify which, witness my hand and seal of the City of Hudson Oaks, Texas. Dated this the 28th day of March, 2024.

Shelley Scazzero
City Secretary
City of Hudson Oaks, Texas

City Council Meeting Staff Agenda Report



Consideration of Ordinance 2024-04, canceling the May 4, 2024 General Election regarding elected officials		
Meeting date: March 28, 2024	Agenda Item #: D3	Action being considered: Approval of Ordinance 2024-04

Staff Recommendation:

Approve Ordinance 2024-04, canceling the May 4, 2024 General Election regarding elected officials.

Prior Board or Council Action:

No previous action taken.

Background Information/Analysis:

There are three City Council seats eligible for election this year. Each seat has drawn only one candidate. These are:

- Mayor – Tom Fitzpatrick
- Council Member Place 1 – Tom Marquardt
- Council Member Place 3 – Marty Schrantz

State law allows for the cancelation of the municipal election if no races are contested.

Financial Considerations:

None

Attachments:

DRAFT Ordinance

Staff Contact:

Shelley Scazzero, City Secretary
682-229-2411

shelley.major@hudsonoaks.com

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUDSON OAKS, TEXAS, DECLARING THE UNOPPOSED CANDIDATE FOR THE OFFICE OF MAYOR, CITY COUNCIL MEMBER PLACE 1, & CITY COUNCIL MEMBER PLACE 3 AS ELECTED; PROVIDING THAT THE MAY 4, 2024, GENERAL MUNICIPAL ELECTION FOR MAYOR, CITY COUNCIL MEMBER PLACE 1, & CITY COUNCIL MEMBER PLACE 3 SHALL NOT BE HELD; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES ON CONFLICT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Hudson Oaks, Texas City Council ordered on January 25, 2024 that a general municipal election be held on May 4, 2024, for the purpose of electing three officials of the City, to wit: Mayor and two City Council Members; and

WHEREAS, pursuant to Sections 143.007 and 146.054, Texas Election Code, the deadline for filing applications for a place on the ballot and declaration of write-in candidacy for the City's general municipal election has expired; and

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified in writing to the City Council that **Tom Fitzpatrick** is unopposed for election to the office of Mayor, **Thomas C. Marquardt** is unopposed for election to the office of Council Member Place 1, and **Marty Schrantz** is unopposed for election to the office of Council Member Place 3; and

WHEREAS, the City Council hereby finds and determines that the candidate whose name is to appear on the ballot in said election for Mayor is unopposed, for Council Member Place 1 is unopposed, and for Council Member Place 3 is unopposed, there are no declared write-in candidates;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUDSON OAKS, THAT:

1.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

2.

In accordance with Section 2.053(a), Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective office shown and shall be issued a certificate of election following the date on which the general municipal election for Mayor, Council Member Place 1, & Council Member Place 3 was to have been held:

Mayor – **Tom Fitzpatrick**
Council Member Place 1 – **Thomas C. Marquardt**
Council Member Place 3 – **Marty Schrantz**

3.

Pursuant to Section 2.053(b), Texas Election Code, the general municipal election for heretofore called and ordered by the City Council, for May 4, 2024 shall not be held and is hereby canceled.

4.

The City Secretary is hereby directed to cause a copy of the Order of Cancellation to be posted on election day, same being May 4, 2024, at the polling place(s) that would have been used in such election.

5.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

6.

Should any section, paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any purpose by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby, and to this end the provisions of this ordinance are declared to be severable.

7.

It is hereby found and determined that the meeting at which this ordinance was passed was open to the public as required by Section 551.001 et seq., Texas Government Code, and that advance public notice of the time, place, and purpose of said meeting was given.

8.

This ordinance shall take effect immediately upon its first and only reading.

PRESENTED AND GIVEN first and only reading, passed and approved this 28th day of March, 2024, by a vote of _____ ayes and _____ nays at the regular meeting of the City Council of the City of Hudson Oaks, Texas.

ATTESTED:

CITY OF HUDSON OAKS

Shelley Scazzero, City Secretary

Tom Fitzpatrick, Mayor

APPROVED AS TO FORM:

Rob Allibon, City Attorney

City Council Meeting Staff Agenda Report



Consideration of Minute Order 2024-05, adopting a Grants Management Policy		
Meeting date: March 28, 2024	Agenda Item #: D4	Action being considered: Approve Minute Order 2024-05

Staff Recommendation:

Approve Minute Order 2024-05.

Prior Board or Council Action:

No previous action taken on this item.

Background Information/Analysis:

The Texas Department of Emergency Management (TDEM) expects the City to adopt a grants management policy to direct how grants are administered in the City. This is necessary before receiving TDEM grants and is best practice. This policy provides proper guidance for City staff for handling and processing any future grants awarded to the City.

Strategy:

Prudent grant management practices include the identification of available grants, managing received grants, grant accounting, and closeout of grants. Such policies ensure compliance with grant requirements and demonstrate the City follows an established standard.

Financial Consideration:

None

Attachments:

PROPOSED Grants Management Policy

Staff Contact:

Michael R. Baldwin, Chief of Police
682-229-2421
michael.baldwin@hudsonoaks.com

Sterling Naron, City Administrator
682-229-2408
sterling.naron@hudsonoaks.com



GRANT POLICY DRAFT

I. Authority

The Hudson Oaks City Council is responsible for legislating, formulating policy, and setting the overall direction of City government. This includes the approval of financial policies which establish and direct the operations of the City of Hudson Oaks (“the City”).

The City Administrator is responsible for carrying out the policy directives of the City Council and managing the day-to-day operations of the city. This policy shall be administered on behalf of the City Administrator by the Chief Financial Officer.

II. Purpose

- A. Define practices and provide the guiding principles for grant management, including the application, approval, set up, management, accounting, and reporting of grant activity performed by the City.
- B. Ensure that City personnel seek and apply for federal, state and other grants that address the City’s current priorities and policy objectives and administer them in accordance with applicable federal and state laws and regulations, City policies, and contractual obligations.
- C. Establish controls to maintain and enforce a sound system of operational procedures in accordance with industry best practices and internal control objectives. These controls address the operational nature of the processes associated with grant management.
- D. Require procedures related to the grant management process be in conformance with this policy.

III. Applicability and Scope

All employees of the City having grant management or accounting responsibilities shall conduct all related activities in compliance with the rules and guidelines set forth by this policy.

IV. Policy

a. Grant Identification, Application, Acceptance

- i Each respective department of the City may research and identify grant opportunities that facilitate the City’s overall goals, mission, and initiatives and provide supplemental or alternative funding sources to either capital expenses/expenditures or operating programs.
- ii If grant opportunities are identified, departments are responsible for obtaining relevant approval from the City Administrator or Assistant City Administrator.



- iii Grant opportunities shall be evaluated for administrative burden and compliance costs, when identified. If the amount likely to be awarded exceeds the cost of applying for and administering the grant, the City should not seek the grant.
- iv Prior to application, the requestor shall: Create a Staff Action Report to the City Council, requesting application and acceptance approval and shall include the following components:
 - a. Name of grant,
 - b. Grantor,
 - c. Dollar award of grant along with the identification of required matching funds,
 - d. Overview of the grant program, including how the City will use the funds,
 - e. Required appropriation ordinances and language, and
 - f. Dollar value of indirect costs being applied for in the grant, calculated based on known information at the time.
- v After City Council approval the requestor, in coordination with the Finance/Budget Manager, shall prepare all documents required in the application process and submit the same to the granting agency.
- vi Applications shall include a budget for all indirect costs allowable under the grant.
- vii It is acknowledged that grant application deadlines may not allow for approval by the City Council prior to being due.

The Staff Action report as listed in Item # 4 will include information that due to deadlines, the grant was applied for with City Administrator approval, and staff are now seeking City Council approval before any grant is awarded.
- viii Once a grant is awarded, the requestor or Finance/Budget Manager is responsible for accepting the award and, in concert with the City Attorney, seeing that the corresponding contract is correct and fully executed. ix. In instances where the City needs to further evaluate whether a grant meets the City’s objectives, mission, goals, and initiatives, it is acceptable to submit a Staff Action Report for approval to apply for the grant only. In these instances, a supplemental Staff Action Report is required in order to accept the grant.

b. Grant Management

- i The requestor and Finance/Budget Manager shall manage awards in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable State laws and/or regulations, and corresponding contractual agreements.
- ii If the grant has subrecipients:
 - 1. The requestor, with assistance and support from the Chief Financial Officer, shall perform a risk assessment for each subrecipient before passing along awarded funds, in accordance with 2 Code of Federal Regulations (“CFR”) §200.331, “Requirements for pass-through entities,” and formulate a risk mitigation plan based on identified risk factors.



2. The requestor, with assistance and support from the Chief Financial Officer and/or Finance/Budget Manager, shall perform subrecipient monitoring in accordance with §200.330, “Subrecipient and Contractor Determinations,” and §200.331, “Requirements for PassThrough Entities,” and document such monitoring.
- iii The requestor shall monitor contractors to ensure compliance with all contract provisions.
- iv All grant-related procurement activities must be conducted in accordance with all applicable City policies and State and federal laws and regulations.
 1. For federal grants, no local purchasing preference can be given.
 2. For federal grants, cost plus a percentage of cost and percentage of construction cost methods are prohibited.
 3. The City is responsible for full compliance with the procurement regulations contained in 2 CFR 200 (200.317-200.326).
 4. Vendors shall be checked against the list of debarred/suspended vendors on SAM.gov prior to awarding any contract and annually thereafter at a minimum.
- v The requestor and/or Finance/Budget Manager shall submit project status reports in accordance with the award agreement.
- vi The requestor and/or Finance/Budget Manager shall create and maintain adequate documentation for all program operations and expenditures (invoices, purchase orders, receipt documentation, etc.).
- vii The requestor creates and maintain all pertinent award-related documentation in accordance with §200.333 Retention Requirements for Records and applicable State law as specified in City records management policies and provide these when requested by authorized grant monitors.
- viii Chief Financial Officer will ensure awards are accounted for in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applicable State regulations, and City policies and procedures.
- viii The requestor and/or Finance/Budget Manager shall, at a minimum, review and analyze grant financials monthly. This review will include a process to verify that all costs are allowable and appropriate and that all revenues earned have been recognized.
- ix Other roles and responsibilities for the requestor:
 1. 1. Ensure funding is managed according to the terms and conditions of the award,
 2. Request award extension and/or agreement amendments, if necessary,
 3. Prepare Staff Action Reports for grant amendments, if necessary, and
 4. Monitor grant terms and conditions for any changes throughout the performance period, with support from the Finance/Budget Manager.
- x Other roles and responsibilities for Chief Financial Officer and /or Finance/Budget Manager:
 1. Ensure that all appropriate grant documentation is maintained.
 2. Review grant amendment-related Staff Action Reports for completeness and correctness,



3. Serve as point of contact for financial matters and grant questions.

c. Grant Accounting

- i Direct and indirect costs should be clearly identified and separated.
- ii City contributions (matching) and grantor funds should be clearly identified and separated.
- iii The requestor and Finance/Budget Manager are responsible for submitting all financial reports required by grantor agencies.
- iv The requestor and Finance/Budget Manager must be aware of the particular requirements of reimbursement, advance payment, or fee-for- service grants as they apply to each award.
- v The requestor, with support from the Finance/Budget Manager, must be familiar with, comply with, and document compliance with all contractual requirements for applicable grants.
- vi Expenditures/Expenses:
 1. The requestor in conjunction with the Finance/Budget Manager shall ensure that all grant-related procurement is handled in accordance with City financial management policies, purchasing policy and all applicable state and/or federal grant regulations and contractual requirements.
 2. The requestor and Finance/Budget Manager is responsible for ensuring that grant-related funds are only obligated/expended when there is budgetary authority to do so.
 3. The requestor is responsible for monitoring grant budget status to ensure that necessary budget modifications are made before expenditures are needed.
 4. The requestor, with support from the Finance/Budget Manager, is responsible for ensuring that all expenditures are necessary, reasonable, allowable, and appropriately allocated.
 5. The Chief Financial Officer is responsible for ensuring that all disbursements are correct, and that any required retainage is accounted for properly.
 6. Revenues:
- vii The requestor must provide the Chief Financial Officer and/or Finance/Budget Manager copies of a request for reimbursement (RFR) or withdraw request each time they are submitted.
 1. Finance/Budget Manager is responsible for monitoring bank account activity, and, when deposits hit the appropriate bank account, making entries to reflect the sums received.
 2. Finance/Budget Manager is responsible for reconciling receivables and payments.
 3. The Chief Financial Officer will serve as the point of contact for the annual Single Audit and coordinate and provide responses to the City's external auditors.



4. The Chief Financial Officer will prepare the annual Schedule of
5. Expenditures of Federal Awards (SEFA) and Schedule of Expenditures of State Awards (SESA), and will coordinate with the City's external auditors to file the results with the Federal Audit Clearinghouse (FAC).

d. Closeout

- i After completion of all required performance period activities, requestor
- ii and Finance/Budget Manager shall perform grant closeout tasks in accordance with §200.343 Closeout or corresponding State regulations, City policies, and contractual requirements.
- iii The requestor and Finance/Budget Manager shall ensure property purchased, donated, or constructed in relation with grant funding is accounted for in accordance with §200.310 - §200.316 and §200.329.
- iv The requestor and Finance/Budget Manager is responsible for final performance reports required by the terms and conditions of the award.
- v The requestor and Finance/Budget Manager are responsible for final financial reports required by the terms and conditions of the award and are responsible for collecting and maintaining all appropriate back up documentation for financial reports.
- vi The requestor shall ensure the final reimbursement request is submitted. The Finance/Budget Manager shall verify that final reimbursement has been received.
- vii The requestor and Finance/Budget Manager shall ensure that all financial activities are recorded, that revenues balance to expenditures, and that revenues and expenditures balance to budget figures.

e. Post-Close

- i The requestor and Finance/Budget Manager are responsible for ensuring that their records are maintained in accordance with applicable City policy, State law, and federal regulations.
- ii The requestor is responsible for any programmatic reporting required by the grant, regardless of performance period.
- iii The requestor, Finance/Budget Manager and Chief Financial Officer are responsible for responding to and cooperating with auditors, monitors, and other grantor personnel, as well as the City's.

City Council Meeting Staff Agenda Report



Consideration of Minute Order 2024-06, authorizing the Mayor to enter into an agreement for Contract Services, Municipal Judge and an agreement for Contract Services, Associate Municipal Judge		
Meeting date: March 28, 2024	Agenda Item #: E1	Action being considered: Approve Minute Order 2024-06

Staff Recommendation:

Approve Minute Order 2024-06.

Prior Board or Council Action:

The City Council approved an ILA for municipal court services with Justice of the Peace Parker County Precinct 4.

Background Information/Analysis:

Historically the city has operated its court with a very light docket. This was an expense to the city and tied up staff time and resources to operate. Recently, the city has entered into an agreement with the JP 4 court to hear and consider Hudson Oaks cases. The only exception to this are local Hudson Oaks ordinance cases that may come through the court and Hudson Oaks responsibility for rotation in magistrate duties.

Judge Conner has been the long standing judge for the Hudson Oaks municipal court and has retired which has prompted the city to seek a new judge to handle potential ordinance cases and magistrate.

Judge Tim Gilbreath and Associate Judge Marie Ornelas currently serve the City of Weatherford and have agreed to serve Hudson Oaks as well. The hourly rates for service are the same rates Hudson Oaks was paying Judge Conner for the same services.

Financial Consideration:

Funds currently budgeted

Attachments:

DRAFT Agreements

Staff Contact:

Sterling Naron, City Administrator

682-229-2408

sterling.naron@hudsonoaks.com

AGREEMENT FOR CONTRACT SERVICES MUNICIPAL JUDGE

This Agreement is made by and between Hudson Oaks, Texas and Robert T. Galbreath (“Galbreath”), for the purpose of documenting the terms and conditions under which Galbreath will serve as municipal judge for the Municipal Court of Hudson Oaks, Texas.

Recitations:

1. Hudson Oaks desires to contract with Galbreath, as an independent contractor to provide services as municipal judge.

Agreements:

2. Galbreath, while serving as municipal judge, shall have all the powers and discharge all the duties of the municipal judge, and shall serve at the pleasure of the Hudson Oaks City Council. Galbreath is expected to work the hours necessary to fulfill the obligations of the municipal judge in order to operate the municipal court in an efficient manner. The essential functions of the municipal court include, but are not limited to:
 - a. presiding over code enforcement hearings and trials;
 - b. conducting arraignments and performing the duties of a magistrate under state law.

Serving As Municipal Judge:

3. Hudson Oaks agrees to pay Galbreath \$50 per hour for all municipal judge and magisterial services or activities. Galbreath shall periodically submit an invoice for the number of hours worked and the services provided, which the city shall promptly process for payment.

Terms:

4. Galbreath agrees that he is an independent contractor and is not entitled to any city benefits, such as health insurance, vacation, travel, training or retirement.
5. This agreement and any renewals hereof may be terminated by either party without cause upon fifteen (15) days written notice to the other party. Upon termination, neither party shall have any further obligation to the other under such agreement. It shall terminate immediately should the municipal judge become permanently disabled or disqualified from performing such services.
6. This agreement is made contingent upon appropriations for the funding hereof.
7. This agreement supersedes all other agreements, whether oral or written, between the parties with respect to the employment of the municipal judge.

8. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

9. This agreement shall be performed in and is enforceable in Parker County, Texas.

This agreement shall commence and be effective on the ___ day of _____, 20_____.

ROBERT T. GALBREAITH

HUDSON OAKS, TEXAS

By: _____
Robert T. Galbreath

By: _____
Mayor

Dated: _____

Dated: _____

ATTEST:

City Secretary

DRAFT

**AGREEMENT FOR CONTRACT SERVICES
ASSOCIATE MUNICIPAL JUDGE**

This Agreement is made by and between Hudson Oaks, Texas and Marie E. Ornelas (“Ornelas”), for the purpose of documenting the terms and conditions under which Ornelas will serve as associate municipal judge for the Municipal Court of Hudson Oaks, Texas.

Recitations:

1. Hudson Oaks desires to contract with Ornelas, as an independent contractor to provide services as associate municipal judge when the municipal judge is unable to serve.

Agreements:

2. Ornelas, while serving as associate municipal judge, shall have all the powers and discharge all the duties of the municipal judge, and shall serve at the pleasure of the Hudson Oaks City Council. Ornelas is expected to work the hours necessary to fulfill the obligations of the municipal judge in order to operate the municipal court in an efficient manner. The essential functions of the municipal court include, but are not limited to:
 - a. presiding over code enforcement hearings or trials;
 - b. conducting arraignments and performing the duties of a magistrate under state law;

Serving As Municipal Judge:

3. Hudson Oaks agrees to pay Ornelas \$50 per hour for all municipal judge and magisterial services or activities. Ornelas shall periodically submit an invoice for the number of hours worked and the services provided, which the city shall promptly process for payment.

Terms:

4. Ornelas agrees that she is an independent contractor and is not entitled to any city benefits, such as health insurance, vacation, travel, training or retirement.
5. This agreement and any renewals hereof may be terminated by either party without cause upon fifteen (15) days written notice to the other party. Upon termination, neither party shall have any further obligation to the other under such agreement. It shall terminate immediately should the municipal judge become permanently disabled or disqualified from performing such services.
6. This agreement is made contingent upon appropriations for the funding hereof.
7. This agreement supersedes all other agreements, whether oral or written, between the parties with respect to the employment of the municipal judge.

8. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
9. This agreement shall be performed in and is enforceable in Parker County, Texas.

This agreement shall commence and be effective on the ___ day of _____, 20_____.

MARIE E. ORNELAS

HUDSON OAKS, TEXAS

By: _____
Marie E. Ornelas

By: _____
Mayor

Dated: _____

Dated: _____

ATTEST:

City Secretary

DRAFT

City Council Meeting Staff Agenda Report



Consideration of Minute Order 2024-07, authorizing the City Administrator to execute a professional services agreement with Kimley-Horn for South Fork Lift Station, Force Main and Interceptor – Final Design		
Meeting date: March 28, 2024	Agenda Item #: E2	Action being considered: Approval of Minute Order 2024-07

Staff Recommendation:

Review and approve Minute Order 2024-07.

Prior Board or Council Action:

None

Background Information/Analysis:

The City of Weatherford and Hudson Oaks have entered into a contract for wastewater services that will allow Hudson Oaks time to explore other options for wastewater treatment as Weatherford desires to no longer service Hudson Oaks.

Options were explored for Hudson Oaks to design and build its own treatment plant or partner with another neighboring community for wastewater treatment. The most cost effective and viable option was determined to partner with Willow Park in purchasing equity stake for guaranteed 150,000 gpd capacity in the new 750,000 gpd treatment facility being constructed in Willow Park.

To get Hudson Oaks wastewater to the new treatment plant it will take the design and construction of a new lift station and force main line from Hudson Oaks to Willow Park at the site of the new facility. This project, along with the professional services contract, will be funded through the American Rescue Plan Act of 2021 (ARPA) and future bond money to be issued in the coming months.

The proposal presented by Kimley-Horn will be for design and construction oversight of this project and totals \$902,000. Tasks include:

1. Design Management
2. Preliminary Engineering Report
3. Preliminary Design
4. Final Design
5. Construction Contract Documents
6. Bid Phase Services
7. Construction Phase Services
8. Permitting
9. Survey, Geotech and SUE

Currently, Kimley-Horn is working with staff on potential alignment routes for the lift station and force main. Depending on final routing, the total may decrease slightly primarily through Task 9 when final easements and surveys are determined.

Attachments:

Professional Services Agreement

City Council Meeting Staff Agenda Report



Staff Contact:

Sterling Naron, city administrator
682-229-2400

sterling.naron@hudsonoaks.com



March 21, 2024

Sterling Naron
City Administrator
City of Hudson Oaks, Texas
210 Hudson Oaks Drive
Hudson Oaks, Texas 76087

Via email delivery to Sterling Naron <sterling.naron@hudsonoaks.com>

Re: South Fork Lift Station, Force Main, and Interceptor – Final Design - Professional Services Agreement

Dear Mr. Naron:

Kimley-Horn and Associates, Inc (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Hudson Oaks (“Client” or “City”) for providing final design design services for the South Fork Lift Station, Force Main, and Interceptor.

Project Understanding

This scope of services includes final design of an approximately 1.5 MGD lift station, ~21,000 to 25,000 linear feet of force main and gravity sewer piping, and a wastewater metering station (if required). The location of the lift station and pipelines will be determined as part of a separate agreement.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Design Management

Kimley-Horn will perform the following services for this task:

- Prepare and email progress reports to the project team once a month to be included with invoices during the design phase. 10 months is assumed.
- Prepare project schedule and provide schedule updates if the schedule changes.
- Prepare for, attend, and compile notes for the project kickoff meeting.
- Prepare up to five (5) subconsultant agreements.
- Ongoing coordination with City of Weatherford and City of Willow Park.

Task 2 – Preliminary Engineering Report (PER)

Kimley-Horn will perform the following services for this task:

- Prepare preliminary engineering report for proposed lift station including the following:
 - Proposed lift station flows coordinated with the Wastewater Treatment Plant Master Plan
 - Recommendation of submersible pumps from up to two (2) manufacturers
 - Development of proposed system curves
 - Sizing of proposed wetwell
 - Addressing of applicable TCEQ requirements
 - Discussion of use of variable frequency drives (VFDs) to control flows to the City of Willow Park
 - Preliminary site plan
 - Electrical considerations
 - On-site backup generation considerations
 - SCADA considerations
 - Engineer’s opinion of probable construction cost (OPCC)* for the lift station

*Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant’s services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

- Prepare for and attend one (1) review meeting with City, as necessary.
- Revise PER based upon comments received at review meeting.
- Deliverables (Digital and Hard Copy):
 - 4 – Draft PERs with half-size 11”x17” exhibits
 - 4 – Final PERs with half-size 11”x17” exhibits
- Assumptions:
 - Odor Control is not included in this scope of services.
 - Lift station and proposed force main will be sized to accommodate potential future expansion.

Task 3 – Preliminary Design

Kimley-Horn will perform the following services for this task:

- Perform up to one (1) site visit, as necessary
- Lift Station Design Package:
 - Prepare 60% design engineering drawings. The following is a list of anticipated plan sheets. The actual list may vary depending on design options chosen by City during the Preliminary Engineering Report:
 - Cover Sheet
 - Sheet Index
 - General Notes Sheet
 - Project Control Sheet
 - Paving and Dimensional Control
 - Site Plan and Yard Piping
 - Piping Plan and Profile
 - Mechanical Plan
 - Structural Details
 - Electrical site plan
 - Electrical one-line diagram
 - Electrical control schematics

- Force Main, Interceptor, and Metering Station Package:
 - Prepare 60% design engineering drawings. The following is a list of anticipated plan sheets. The actual list may vary depending on design options chosen by City during the Alignment Study:
 - Cover Sheet
 - Sheet Index
 - General Notes Sheet
 - Project Control Sheet
 - Force Main and Interceptor Plan and Profile Sheets
 - Metering Station:
 - Mechanical Plan
 - Mechanical Section
 - Paving and Dimensional Control
 - Structural Details
 - Electrical site plan
 - Electrical one-line diagram
- Prepare for, and attend one (1) City review meeting.
- Deliverables (Digital and Hard Copy):
 - 2 – 60% Lift Station Design Half-Size (11"x17") Plan Sets
 - 1 – 60% Lift Station Design OPCC
 - 1 – TCEQ Lift Station Notification Letter
 - 2 – 60% Pipeline Design Half-Size (11"x17") Plan Sets
 - 1 – 60% Pipeline Design OPCC

Task 4 – Final Design

Kimley-Horn will perform the following services for this task:

- Perform up to two (2) site visits, as necessary
- Lift Station Design Package:
 - Prepare 90% design engineering drawings. The following is a list of anticipated plan sheets. The actual list may vary depending on design options chosen by City during the Preliminary Engineering Report:
 - Cover Sheet
 - Sheet Index
 - General Notes Sheet
 - Project Control Sheet
 - Access Plan
 - Proposed Easements Plan
 - Paving and Dimensional Control
 - Site Plan and Yard Piping
 - Piping Plan and Profile
 - Mechanical Plan
 - Grading Plan
 - Structural Details
 - Fence Layout and Details
 - Electrical site plan
 - Electrical one-line diagram
 - Pump control panel including VFDs
 - Generator details
 - Conduit schedule

- Electrical control schematics
 - Electrical details
 - General Detail Sheets
 - Erosion Control and Details
 - Surface Restoration Sheets
 - Prepare 90% design project manual including EJCDC standard provisions, applicable technical specifications, and any applicable appendices.
- Force Main, Interceptor, and Metering Station Package:
 - Prepare 90% design engineering drawings. The following is a list of anticipated plan sheets. The actual list may vary depending on design options chosen by City during the Alignment Study:
 - Cover Sheet
 - Sheet Index
 - General Notes Sheet
 - Project Control Sheet
 - Force Main and Interceptor Plan and Profile Sheets
 - Metering Station:
 - Mechanical Plan
 - Mechanical Section
 - Grading Plan
 - Paving and Dimensional Control
 - Structural Details
 - Fence Layout and Details
 - Electrical site plan
 - Electrical one-line diagram
 - Conduit schedule
 - Electrical details
 - General Detail Sheets
 - Erosion Control and Details
 - Surface Restoration Sheets
 - Traffic Control Details (if required)
 - Prepare 90% design project manual including EJCDC standard provisions, applicable technical specifications, and any applicable appendices.
- Prepare for and attend one (1) City review meeting.
- Deliverables (Digital and Hard Copy):
 - 2 – 90% Lift Station Design Full-Size (22"x34") Plan Sets
 - 2 – 90% Lift Station Design Half-Size (11"x17") Plan Sets
 - 2 – 90% Lift Station Design Project Manuals
 - 1 – 90% Lift Station Design OPCC
 - 2 – 90% Pipeline Design Full-Size (22"x34") Plan Sets
 - 2 – 90% Pipeline Design Half-Size (11"x17") Plan Sets
 - 2 – 90% Pipeline Design Project Manuals
 - 1 – 90% Pipeline Design OPCC

Task 5 – Construction Contract Documents

Kimley-Horn will perform the following services for this task:

- Incorporate City comments from final design submittals and prepare construction contract documents, bid plans and opinion of probable construction cost.
- Deliverables:
 - 2 – Signed and Sealed Full-Size (22"x34") Lift Station Plan Sets
 - 2 – Signed and Sealed Half-Size (11"x17") Lift Station Plan Sets
 - 2 – Signed and Sealed Lift Station Project Manuals
 - 1 – Lift Station Final Design OPCC
 - 2 – Signed and Sealed Full-Size (22"x34") Pipeline Plan Sets
 - 2 – Signed and Sealed Half-Size (11"x17") Pipeline Plan Sets
 - 2 – Signed and Sealed Pipeline Project Manuals
 - 1 – Pipeline Final Design OPCC

Task 6 – Bid Phase Services

Kimley-Horn will perform the following services for this task:

The following items will be performed for up to two separate bid packages:

- Prepare Notice to Bidders and Distribute Bid Documents using CivCast website only
- Post Notice to Bidders in a Local Publication in Accordance with Texas Local Government Procurement Requirements
- Answer Bidders Questions
- Prepare and Submit Addenda (up to 2)
- Attend Bid Opening
- Prepare Conformance Plans and Specifications
- Deliverables (Digital and Hard Copy):
 - 5 – Full-Size (22"x34") Conformed Plan Sets
 - 5 – Conformed Project Manuals for Execution

Task 7 – Construction Phase Services

Kimley-Horn will perform the following services for this task:

The following items will be performed for up to two separate bid packages:

- Prepare for and conduct Preconstruction conference with the Contractor
- Prepare for and Conduct one (1) Public Meeting, as necessary
- Site Visits
 - Kimley-Horn will make up to twenty-four (24) site visits (12 for the lift station contract and 12 for the pipeline contract) in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep City informed of the general progress of the work.
 - Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work
 - Kimley-Horn will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- Requests for Information (RFI) Responses
 - Kimley-Horn will respond to up to 30 Contractor RFI's (15 for the lift station contract and 15 for the pipeline contract) for reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Order Assistance
 - Kimley-Horn may recommend Change Orders to the City, and will review and make recommendations for up to four (4) (2 for the lift station contract and 2 for the pipeline contract) Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples Review
 - Kimley-Horn will review and approve or take other appropriate action in respect to up to forty (40) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

- Inspections and Tests
 - Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws or the Contract Documents. Kimley-Horn's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests.
- Quality Assurance Materials Testing Services
 - Kimley-Horn may, as Kimley-Horn deems appropriate, provide quality assurance testing as necessary to determine density and moisture content of embedment, backfill, select fill, and flexible base material, as well as testing of cast-in-place concrete including slump, temperature, entrained air content, and laboratory curing and testing of cylinders.
- Applications for Payment Review
 - Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- Prepare for and conduct up to twenty-four (24) (12 for the lift station contract and 12 for the pipeline contract) monthly construction progress meetings
- Attend Final Walkthrough
- Attend pump startup (for lift station contract)
- Attend metering station startup (for pipeline contract)
- Prepare and issue contractor punch list
- Final Notice of Acceptability of the Work
 - Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn
- Obtain and review comments and field changes on the construction plans from City and Contractor.
- Prepare and submit one (1) PDF copy of record drawings (for each bid package) based on comments and field changes. Kimley-Horn will only be providing part-time resident site representation and will not be observing on a full-time basis and will therefore not seal the record drawings.

Task 8 – Permitting

Kimley-Horn will perform the following services for this task:

- Gas Pipeline Company Coordination
 - Coordinate with up to four (4) gas pipeline companies to obtain letters of no objection (LONO) prior to beginning construction. This task will include exhibit preparation and submittal for each, up to one round of revisions, and up to 4 hours of coordination for each pipeline company.

- Aquatic Resources Delineation
 - Delineation will be performed in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement (Great Plains Region) as detailed below:
 - Locate readily available resource documents and perform a desktop review of site conditions.
 - Perform one site visit to evaluate the existence and approximate locations of aquatic resources on the site.
 - Prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit. Appropriate feature data, locations, and extents will be collected with a GPS with sub-meter accuracy as required by the USACE. This scope of work does not include flagging.
 - Prepare a report for the project documenting the results of the aquatic resources delineation performed onsite providing recommendations pertaining to compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act.
 - Official authority to make a determination defining applicable jurisdictional limits rests with the EPA; however, authority has been delegated to the USACE. Jurisdictional determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The aquatic resources delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.

Kimley-Horn will either prepare a USACE Nationwide Permit (NWP) 58 Non-Notifying Memorandum or a USACE NWP 58 Pre-Construction Notification but not both, as follows:

- USACE NWP 58 Non-Notifying Memorandum:
 - If it appears that the proposed project could be authorized by Nationwide Permit (NWP) 58 for Utility Line Activities for Water and Other Substances without notification to the USACE Fort Worth District, Kimley-Horn will add to the aquatic resources delineation report to document compliance with the applicable NWP. This scope assumes that formal USACE notification and authorization is not required; therefore, Kimley-Horn will document specific project information and details and how to use the perceived applicable NWP. The report will include regulatory language for the applicable NWP with discussion of selected noteworthy General Conditions. The report will include the following information:
 - Brief project description of proposed impacts to aquatic features;
 - NWP 58 permit language with General Conditions;
 - State Water Quality Certifications and Conditions; and

- NWP Regional Conditions for Texas.
 - Though no coordination with the USACE is proposed as part of this Task, the use of the applicable NWP constitutes compliance with appropriate Federal regulations. All NWP General and Regional Conditions and NWP terms must be met by the Client.
- USACE NWP 58 Pre-Construction Notification (PCN):
 - If it appears that the proposed project could be authorized by Nationwide Permit (NWP) 58 for Utility Line Activities for Water and Other Substances with notification to the USACE Fort Worth District, Kimley-Horn will prepare a pre-construction notification (PCN) package for the proposed project requiring the NWP authorization. Under this scenario, Kimley-Horn anticipates providing, at a minimum, the following information in the PCN document:
 - Aquatic Resources Delineation Report (prepared by Kimley-Horn as part of this task)
 - Project Description
 - Purpose and Need
 - Plan, Profile, and other CAD Drawings
 - Threatened and Endangered Species information from readily available databases
 - Cultural Resources information from readily available databases.
 - Although not anticipated, the USACE may require species specific studies for threatened and endangered species and/or cultural resources.
 - This option is based on the ability to receive authorization under the current NWP Program (2021-2026); however, receiving authorization from the USACE is not guaranteed. This option is based on the assumption that compensatory mitigation will not be required; therefore, compensatory mitigation evaluation and assistance is not included in this scope of work. This option does not include pursuing authorization under an Individual Permit.
- USACE Field Verification Site Visit:

It is anticipated, that the USACE may require a site visit to verify conditions in the field. Kimley-Horn will attend this site visit with the USACE. The USACE may modify the aquatic feature classifications or may request additional information about aquatic features. Kimley-Horn will update the NWP 58 PCN package based on this field site visit and provide the modifications to the USACE. This task includes one (1) site visit with the USACE and one (1) set of an additional information request from the USACE.

Kimley-Horn will perform a Phase I intensive pedestrian archeological survey of the proposed project limits to identify cultural resources in the project area and to make recommendations based upon their significance with regard to eligibility for listing on the National Register of Historic Places (NRHP) and designation as a Texas State Antiquities Landmark (SAL). In the event that a recommendation for NRHP or SAL eligibility cannot be made for a site found during the Phase I survey, Phase II testing may be recommended and subsequently required by the Texas Historical Commission (THC), if the stie cannot be avoided. This scope does not include any Phase II testing or Phase III mitigation tasks. The Phase I survey will include the following tasks:

- Desktop Cultural Resources Evaluation:
 - Compile information from publicly available records/databases
 - Produce a letter report detailing the results of the records search and presents a review of the natural environment and cultural history of the project area, along with conclusions and recommendations of our findings.
- Phase I Intensive Pedestrian Survey:
 - Perform shovel testing every 100m along the two southwest branches of the proposed

- project limits.
 - Conduct deep reconnaissance, including trenching, in the floodplains of Roark Branch and Hickory Creek to test for deeply buried (> 1 meter) cultural resources. These will be excavated in lieu of shovel testing. If trenching in the floodplain is deemed unnecessary, the minimum amount of shovel tests as required by the THC will be performed.
 - If archeological sites are found during the survey, they will be recorded.
- Technical Report
 - Report will be prepared meeting the standards of the THC (Council of Texas Archeologists 2018) and presents a review of the natural environment and cultural history of the project area, research design and methodology, and the results of field investigations, as well as conclusions and recommendations of findings.
- Curation
 - Records and collected artifacts must be curated in perpetuity with an approved curatorial facility, in order to fulfill requirements in the Texas Antiquities Permit (TAP). A representative of the Client must sign the required curatorial paperwork. Though curation cannot be completed until the THC has approved the report, this task will not prevent the Client from proceeding with construction of the project. If any artifacts are collected on private land, they will be returned to the landowner at their request.

Task 9 – Survey, Geotech, and Subsurface Utility Engineering (SUE)

Kimley-Horn will perform the following services for this task:

Topographic Survey:

- Establish horizontal and vertical control for the project. The horizontal control shall be on NAD83, Texas Central Zone surface coordinates using a TxDOT surface factor of 1.000120 and the control shall be set at 500-foot intervals. The vertical control shall be tied to existing TxDOT monument vertical datum (NAVD 1988) and temporary benchmarks shall be set every 1,000 feet.
- Perform topographic survey 50-feet wide for approximately 23,500 linear feet along proposed alignment, and an approximately 200-foot by 200-foot are for the proposed lift station site, identifying readily visible existing features such as water valves, water meters, driveways and street crossings, edge of pavement, fences, driveways, storm and sanitary sewer manholes, sanitary sewer cleanouts, inlets, storm drain outfalls, trees 6” and larger, tops and toes of slope, power poles, mailboxes, signs, telephone risers and any other readily visible features, and location of underground utilities flagged by others (if flagged prior to initial field work), and tie all surveyed features X, Y & Z along the proposed route to project control.
- Provide property ownership and easement information for parcels adjacent to proposed alignment and locate readily identifiable property corners adjacent to the ROW.
- Prepare up to fifteen (15) combined permanent and temporary easement instruments with exhibits and legal description(s) for proposed improvements. This does not include application fees or filing fees.
- Prepare one (1) boundary or permanent easement document for proposed lift station site. This does not include application fees or filing fees.
- Assumptions:
 - Platting or replatting of lift station property is not required.
 - Rezoning of lift station property is not required.
 - Lift station property will be sized according to City direction as received during Preliminary Engineering Report.

Geotechnical Engineering:

- Perform up to sixteen (16) geotechnical borings to depths of 25 feet for the proposed gravity interceptor.
- Perform up to six (6) geotechnical borings to depths of 15 feet for the proposed force main.
- Perform one (1) geotechnical boring to a depth of 40 feet for the proposed lift station site.
- Perform one (1) geotechnical boring to a depth of 30 feet for the proposed metering station.
- Perform soils analysis to determine existing conditions.
- Provide structural design recommendations for proposed structures and slabs-on-grade for the lift station and metering station.
- Provide excavation and backfill recommendations for the proposed pipeline.

Subsurface Utility Engineering (SUE):

- Perform up to twenty (20) SUE Level 'A' test hole locates of existing utilities to determine the depth and horizontal location of existing pipelines and electrical/communications conduit.
- Incorporate data from field work into the drawings.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Real estate assistance in appraising property for acquisition.
- Real estate assistance in obtaining proposed property and/or easements.
- Real estate assistance for condemnation hearings.
- Resident Project Representative (RPR) services during construction.
- Platting and rezoning assistance for lift station property.
- Cultural resources survey and/or other archeological investigations.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Construction staking.
- Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client.
- Additional construction contract administration responsibilities beyond those specifically included in the Scope of Services referenced above.
- Sampling, testing, and analysis during the construction phase.
- Providing professional services associated with the discovery of hazardous waste or materials in the project route.
- Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Accompanying the City's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.

- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Franchise utility coordination and/or design beyond those specifically included in the Scope of Services referenced above.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
- Construction administrative or construction observation in excess of the time period listed above.
- Any services not listed in the Scope of Services.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- City record drawings for existing infrastructure.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Payment of filing fees for easements and property purchases.
- Assist Kimley-Horn with obtaining right-of-entry to private property.
- Payment of title commitment and any additional associated fees.
- City will maintain legal counsel to assist with easement acquisition.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule assuming a notice to proceed of March 1, 2024:

- *Alignment Study* *March 1, 2023 – April 30, 2024*
 - *This work is being performed under a separate agreement.*
- Preliminary Engineering Report May 1, 2024 – June 30, 2024
- Preliminary Design July 1, 2024 – September 30, 2024
- Final Design October 1, 2024 – December 31, 2024
- Construction Contract Documents January 1, 2025 – January 31, 2025
- Bid Phase Services February 1, 2025 – April 30, 2025
- Construction Phase Services May 1, 2025 – July 31, 2026

Fee and Expenses

Kimley-Horn will perform the services in Tasks **1 - 9** for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Design Management	\$ 35,400
Task 2	Preliminary Engineering Report (PER)	\$ 28,500
Task 3	Preliminary Design	\$ 150,000
Task 4	Final Design	\$ 161,800
Task 5	Construction Contract Documents	\$ 16,800
Task 6	Bid Phase Services	\$ 52,000
Task 7	Construction Phase Services	\$185,900
Task 8	Permitting	\$ 62,700
Task 9	Survey, Geotech, and SUE	<u>\$ 208,900</u>

Total Lump Sum Fee **\$ 902,000**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Hudson Oaks.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

- Please email all invoices to sterling.naron@hudsonoaks.com
- Please copy hayden.brodowsky@hudsonoaks.com

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Josh Kercho, P.E.
Project Manager / Associate



Chris Igo, P.E.
Associate

CITY OF HUDSON OAKS
210 Hudson Oaks Drive
Hudson Oaks, Texas 76087

Agreed to on this _____ day of _____ 2024

(Signature)

(Print)

(Title)

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

City Council Meeting Staff Agenda Report



Consideration of Ordinance 2024-05, amending Article 4.03 “Alcoholic Beverages” of the Code of Ordinances authorizing extended hours for the sale and consumption of alcohol for “mixed beverage” permit holders		
Meeting date: March 28, 2024	Agenda Item #: E3	Action being considered: Approve Ordinance 2024-05

Staff Recommendation:

Approve Ordinance 2024-05.

Prior Board or Council Action:

The May 2014 General Election included a local option election for the “Legalization of all alcoholic beverages including mixed beverages.” The local option passed.

Background Information/Analysis:

In large cities that allow for the sale of alcoholic beverages, business that hold a TABC permit for “mixed beverage” are expressly allowed to add a late hours designation to their permit automatically; however, in smaller cities (with population less than 800,000) the extended hours are only effective if the City adopts an ordinance providing for the extended hours.

This ordinance would allow permit holders that carry a “mixed beverage” permit to add the late hours designation. Late hours are defined by TABC Section 103.03 as 7:00 a.m. to Midnight, Monday through Friday and 7:00 a.m. to 1:00 a.m. on Saturdays and 10:00 a.m. to Midnight on Sundays. Food must be served between 10:00 a.m. and Noon on Sunday if mixed beverages are being sold.

Financial Consideration:

None

Attachments:

DRAFT Ordinance

Staff Contact:

Shelley Scazzero, City Secretary
682-229-2411

shelley.major@hudsonoaks.com

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE CITY OF HUDSON OAKS, TEXAS AMENDING ARTICLE 4.03 “ALCOHOLIC BEVERAGES” OF THE CODE OF ORDINANCES AUTHORIZING EXTENDED HOURS FOR THE SALE AND CONSUMPTION OF ALCOHOL FOR MIXED BEVERAGE PERMIT HOLDERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hudson Oaks is a type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Section 105.03 of the Alcoholic Beverage Code regulates the hours of sale and consumption of alcohol for mixed beverages; and

WHEREAS, Section 105.03, Alcoholic Beverage Code, allows the governing body of a city to adopt an ordinance authorizing extended hours for the sale and consumption of alcoholic beverages for mixed beverages as specified in Section 105.03; and

WHEREAS, the City Council desires to amend Article 4.03 of the Code of Ordinances to authorize the extended hours for the sale and consumption of alcoholic beverages for mixed beverage permit holders.

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

SECTION 1.

That Article 4.03 “Alcoholic Beverages” of the Code of Ordinances is hereby amended to add a new Section 4.03.004 to read as follows:

“Sec. 4.03.004 Extended hours

The governing body of the City of Hudson Oaks, Texas hereby adopts the extended hours for the sale and consumption of alcoholic beverages for mixed beverages permit holders within the City as provided by Section 105.03, Texas Alcoholic Beverage Code.”

SECTION 2.

PROVISIONS CUMULATIVE

This ordinance shall be cumulative of all provisions of ordinances and the Code of Ordinances of the City of Hudson Oaks, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

PROVISIONS SEVERABLE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause,

sentence, paragraph or section.

SECTION 4.

EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 28TH DAY OF MARCH, 2024.

THE CITY OF HUDSON OAKS, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

DRAFT

City Council Meeting Staff Agenda Report



Consideration of Minute Order 2024-08, accepting the Fiscal Year 2023 Annual Comprehensive Financial Report		
Meeting date: March 28, 2024	Agenda Item #: E4	Action being considered: Adoption of Minute Order 2024-08

Staff Recommendation:

Adopt Minute Order 2024-08, accepting the FY23 Annual Comprehensive Financial Report

Prior Board or Council Action:

No previous action taken.

Background Information/Analysis:

Representatives from George, Morgan, and Sneed, P.C. will present the Annual Comprehensive Financial Report for the year ending September 30, 2023. The report includes management analysis and a review of the internal controls of the city.

Attachments:

The GMS Communication Letter and FY23 Annual Comprehensive Financial Report will be distributed and posted prior to the Council meeting.

Staff Contact:

Sterling Naron, City Administrator
682-229-2408

sterling.naron@hudsonoaks.com

City Council Meeting Staff Agenda Report



Public hearing and consideration of Ordinance 2024-06, on a request for a specific use permit to allow for “RV Sales and Service” at 3541 Fort Worth Highway on a 3.67 acres lot, Lot 2, Block 1, JBS Addition, Hudson Oaks, Parker County, Texas		
Meeting date: March 28, 2024	Agenda Item #: F1	Action being considered: Approve Ordinance 2024-06

Staff Recommendation:

Approve Ordinance 2024-06.

Prior Board or Council Action:

The Planning and Zoning Commission unanimously recommended approval at the March 12, 2024 regular meeting.

Background Information/Analysis:

The subject property being considered was previously a car lot located between Valley Trail drive and Winfield Drive. While our use chart and definitions contain a wide variety of motor vehicle uses, recreational vehicle uses are not located on the use chart. In Article 2 - Permitted Uses; Section 13 of the Zoning Ordinance, a process is outlined on how to appropriate classifications of any new or unlisted use.

While the use may not be the same as vehicle sales, the type of business is similar in nature to what the previous use was. Without the site being redeveloped, this would be considered the current best use of the current property.

Staff is recommending approval of the request.

Financial Consideration:

None

Attachments:

- SUP Application
- Site Plan with Elevations
- DRAFT Ordinance

Staff Contact:

Hayden Brodowsky, Assistant City Administrator
682-229-2412

hayden.brodowsky@hudsonoaks.com

SPECIFIC USE PERMIT APPLICATION



HUDSON OAKS

I, THE UNDERSIGNED OWNER OF THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF HUDSON OAKS, HEREBY MAKE APPLICATION FOR A SPECIFIC USE PERMIT ON THE PROPERTY AS DESCRIBED BELOW WHICH IS LOCATED IN THE _____ ZONING DISTRICT

LEGAL DESCRIPTION:

LOT 2, BLOCK 1, _____ JBS _____ ADDITION AS PLATTED IN THE CITY OF HUDSON OAKS.

or TRACT _____ OF THE _____ SURVEY AS PER METES AND BOUNDS. (FIELD NOTES ATTACHED)

or A PORTION OF LOT OR TRACT _____, BLOCK _____, OF THE _____ ADDITION OR SURVEY AS PER METES AND BOUNDS. (FIELD NOTES ATTACHED)

ADDRESS OF PROPERTY: 3541 Fort Worth Hwy, Hudson Oaks, TX 76087

TOTAL ACREAGE OF SITE(S): 3.67 acres

REASON FOR REQUEST: Special use to allow RV Sales and Service at property

OWNER SIGNATURE:

PRINTED NAME: Jerry Durant & Jerry Durant Auto Group

ADDRESS: 3118 Fort Worth Hwy

CITY, STATE, ZIP: Hudson Oaks, TX 76087

PHONE NUMBER: _____

APPLICATION FEES	
0-1 ACRE	\$125.00
OVER 1 TO 5 ACRES	\$250.00
OVER 5 TO 25 ACRES	\$500.00
OVER 25 ACRES	\$500.00 plus \$10.00/ACRE OVER 25 ACRES

(OFFICE USE ONLY)		
RECEIVED BY:	DATE:	TIME:
FEE: \$	DATE PAID:	RECEIPT #:

EXISTING IMAGES

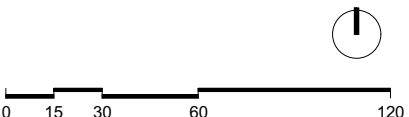
A



B



C



3541 FORT WORTH HWY, HUDSON OAKS

a project of
PINNACLE RV

EXISTING SITE PLAN

02/19/2024

HUDSON OAKS, TX.



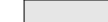



SITE		SF
TYPE	AREA	AREA (SF)
SITE AREA	4.38 acres	190,873.03 ft ²
TOTAL	4.38 acres	190,873.03 ft ²

PARKING	
TYPE	SPACES
RV DISPLAY	51
SURFACE PARKING	41

SITE COVERAGE
EXISTING TO REMAIN

BUILDING SIZE
9,928 S.F. EXISTING TO REMAIN

SITE PLAN LEGEND

-  PROPERTY LINE
-  EXISTING CONCRETE TO REMAIN
-  EXISTING ASPHALT TO REMAIN
-  EXISTING LANDSCAPING / GRASS TO REMAIN
-  24' FIRE LANE
-  EXISTING FIRE HYDRANT

SCOPE OF WORK

PROPOSAL TO CHANGE THE USE OF THIS SITE FROM COMMERCIAL - AUTO SALES AND SERVICE TO COMMERCIAL - RV SALES AND SERVICE. EXISTING BUILDING, PAVING, AND LANDSCAPE TO REMAIN. SITE WILL BE RE-STRIPED TO ACCOMODATE DISPLAY AND INVENTORY FOR RVs. NEW SIGNAGE WILL BE PROPOSED REPLACING THE EXISTING SIGNAGE IN PLACE. NO CHANGE IN IMPERVIOUS COVERAGE. SITEWORK WILL BE LIMITED TO RE-STRIPING ONLY.

SITE PLAN GENERAL NOTES

- A. THERE WILL BE NO CHANGE TO IMPERVIOUS COVERAGE.
- B. THERE WILL BE NO CHANGE TO TOPOGRAPHY OR DRAINAGE.

SITE PLAN KEYED NOTES

- S01 PROPERTY LINE
- S02 FIRE ACCESS LANE. REF: FIRE LANE MARKING DETAIL ON SHEET FM101
- S03 FIRE HYDRANT LOCATION
- S04 EXISTING MONUMENT SIGN LOCATION. TO BE REPLACED WITH NEW PROPOSED SIGNAGE
- S05 PROPOSED PYLON SIGN LOCATION. REF: CIVIL AND FIRE PROTECTION DRAWINGS
- S06 EXISTING LANDSCAPE/TREES TO REMAIN.

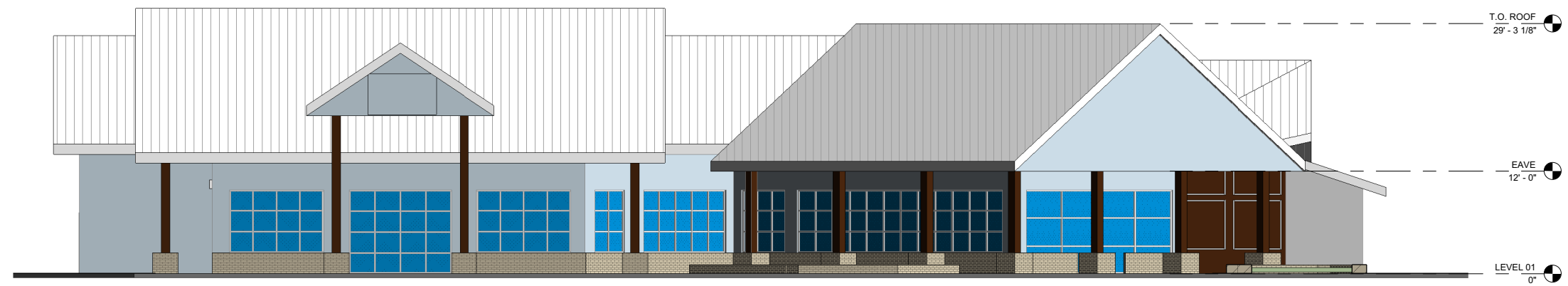
FUTURE SALES BUILDING



EXISTING BUILDING AND MATERIALS TO REMAIN

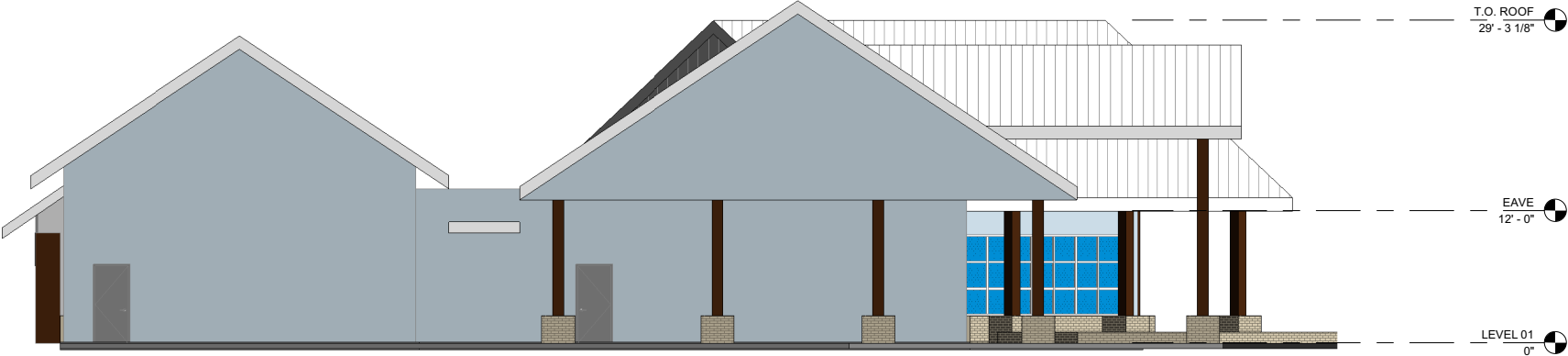


2 SOUTHEAST ELEVATION
1/8" = 1'-0"

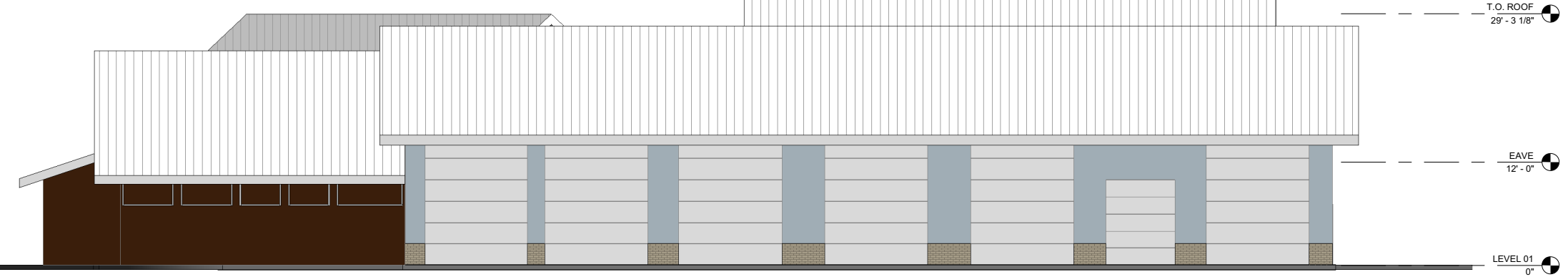


1 SOUTHWEST ELEVATION
1/8" = 1'-0"

EXISTING BUILDING AND MATERIALS TO REMAIN

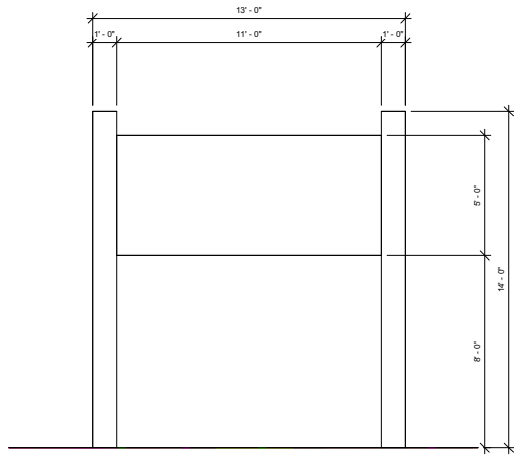
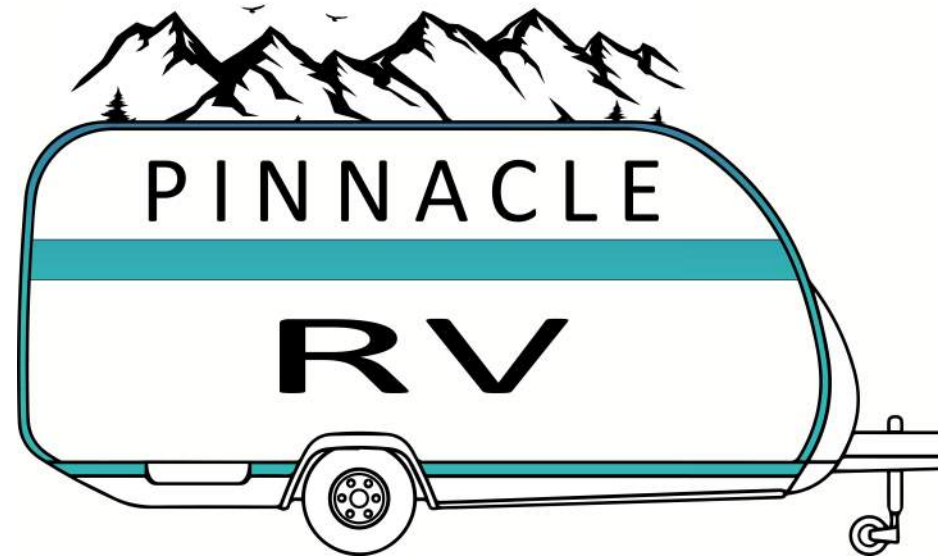


2 NORTHWEST ELEVATION
1/8" = 1'-0"

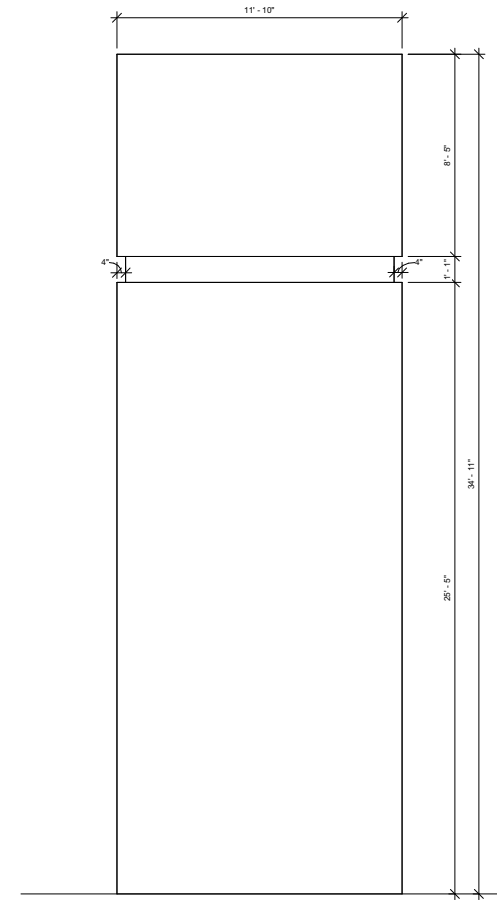


1 NORTHEAST ELEVATION
1/8" = 1'-0"

PROPOSED LOGO



1 MONUMENT SIGN
1/4" = 1'-0"



2 PYLON SIGN
1/4" = 1'-0"

SOUTHEAST MONUMENT SIGN



SOUTHWEST PYLON SIGN



ORDINANCE NO. 2024-06

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF HUDSON OAKS, BY APPROVING A SPECIFIC USE PERMIT ON CERTAIN PROPERTY FOR RV SALES AND SERVICE; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hudson Oaks, Texas is a Type A general law municipality located in Parker County, Texas created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Zoning Ordinance of the City of Hudson Oaks regulates and restricts the location and use of buildings, structures and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the Zoning Ordinance of the City of Hudson Oaks requires the issuance of a Specific Use Permit for RV sales and service in a restricted commercial district in the City; and

WHEREAS, the owner of the property located at 3541 Fort Worth Highway has filed an application for a Specific Use Permit to approve RV sales and service use on the property; and

WHEREAS, the Planning and Zoning Commission of the City of Hudson Oaks, Texas held a public hearing on March 12, 2024, and the City Council of the City of Hudson Oaks, Texas, held a public hearing on March 28, 2024, with respect to the Specific Use Permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of Hudson Oaks, and all other laws dealing with notice, publication, and procedural requirements for the approval of a Specific Use Permit on the property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that the Specific Use Permit should be granted, subject to the conditions imposed herein.

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

SECTION 1.

The Zoning Ordinance of the City of Hudson Oaks is hereby amended by granting a Specific Use Permit on the hereinafter described property:

Being a 3.67 acres lot, Lot 2, Block 1, JBS Addition, Hudson Oaks, Parker County, Texas, commonly known as 3541 Fort Worth Highway, Hudson Oaks, Parker County, Texas.

A Specific Use Permit for RV sales and service, as more fully shown and described on the application and site plan attached hereto as Exhibit "A" and incorporated herein.

SECTION 2.

The City Council finds that that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the Specific Use Permit in accordance with

the requirements hereof, subject to the following conditions:

[insert conditions]

SECTION 3.

The Specific Use Permit as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community.

SECTION 4.

The official map of the City of Hudson Oaks is amended, and the City Secretary is directed to revise the official zoning map to reflect the approved Specific Use Permit as set forth above.

SECTION 5.

The use of the property described above shall be subject to all restrictions, terms and conditions contained in this ordinance including the attached exhibits, as well as the applicable regulations contained in the Zoning Ordinance of the City of Hudson Oaks, and all other applicable and pertinent ordinances of the City of Hudson Oaks regulating RV sales and service.

SECTION 6.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Hudson Oaks, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8.

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9.

All rights and remedies of the City of Hudson Oaks are expressly saved as to any and all violations of the provisions of the Zoning Ordinance that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10.

The City Secretary of the City of Hudson Oaks is hereby directed to publish the caption, penalty clause, and effective date of this ordinance one time in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code. The City Secretary shall file or cause to be filed a true and correct copy of this Ordinance, and any amendments thereto, in the office of the County Clerk of Parker County, Texas.

SECTION 11.

This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED on this 28th day of March, 2024.

Tom Fitzpatrick, Mayor

Attest:

Shelley Scazzero, City Secretary

DRAFT

EXHIBIT "A"

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DRAFT

City Council Meeting Staff Agenda Report



Police Department Annual Racial Profiling Report		
Meeting date: March 28, 2024	Agenda Item #: G1	Action being considered: None

Staff Recommendation:

None.

Prior Board or Council Action:

None.

Background Information/Analysis:

On September 2, 2001, the Texas Legislature enacted Articles 2.131-2.134 of the Texas Code of Criminal Procedure which prohibited racial profiling and established certain criteria and reporting requirements.

The Hudson Oaks Police Department collects and reports data for identifying and addressing any areas of concerns regarding racial profiling. The department is committed to providing exemplary service to our citizens and visitors, and we hope that the finding of this report reflects our commitment to comply with the Texas Racial Profiling statutes.

Financial Consideration:

None

Attachments:

2023 Racial Profiling Report

Staff Contact:

Michael R. Baldwin, Chief of Police
682-229-2421
michael.baldwin@hudsonoaks.com

Sterling Naron, City Administrator
682-229-2408
sterling.naron@hudsonoaks.com

Racial Profiling Report | Full

Agency Name: HUDSON OAKS POLICE DEPARTMENT
Reporting Date: 01/09/2024
TCOLE Agency Number: 367209

Chief Administrator: MICHAEL R. BALDWIN

Agency Contact Information:
Phone: (682) 229-2421
Email: michael.baldwin@hudsonoaks.com

Mailing Address:
150 N OAKRIDGE DR
HUDSON OAKS, TX 76087-7760

This Agency filed a full report

HUDSON OAKS POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HUDSON OAKS POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HUDSON OAKS POLICE DEPARTMENT if the individual believes that a peace officer employed by the HUDSON OAKS POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HUDSON OAKS POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the HUDSON OAKS POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HUDSON OAKS POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in

Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Michael Baldwin
Police Chief

Date: 01/09/2024

Total stops: 476

Street address or approximate location of the stop

City street	120
US highway	234
County road	2
State highway	105
Private property or other	15

Was race or ethnicity known prior to stop?

Yes	9
No	467

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	12
Black	44
White	321
Hispanic / Latino	97

Gender

Female	165
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	19
White	121
Hispanic / Latino	22
Male	311
Alaska Native / American Indian	1
Asian / Pacific Islander	10
Black	25
White	200
Hispanic / Latino	75

Reason for stop?

Violation of law	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3

Hispanic / Latino	2
Preexisting knowledge	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	1
Moving traffic violation	207
Alaska Native / American Indian	1
Asian / Pacific Islander	7
Black	19
White	134
Hispanic / Latino	46
Vehicle traffic violation	258
Alaska Native / American Indian	1
Asian / Pacific Islander	5
Black	23
White	181
Hispanic / Latino	48
Was a search conducted?	
Yes	29
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	14
Hispanic / Latino	9
No	447
Alaska Native / American Indian	2
Asian / Pacific Islander	12
Black	38
White	307
Hispanic / Latino	88
Reason for Search?	
Consent	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	7

Hispanic / Latino	3		
Contraband	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Probable	14		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	5		
White	4		
Hispanic / Latino	5		
Inventory	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	1		
Incident to arrest	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	18	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	4	Yes 1	No 3
White	7	Yes 1	No 6
Hispanic / Latino	7	Yes 2	No 5
No	11		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	2		
White	7		
Hispanic / Latino	2		

Description of contraband	
Drugs	14
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	5
Hispanic / Latino	5
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	429

Alaska Native / American Indian	2
Asian / Pacific Islander	12
Black	38
White	295
Hispanic / Latino	82
Written warning	26
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	18
Hispanic / Latino	5
Citation	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	6
Hispanic / Latino	7
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	2
Arrest based on	
Violation of Penal Code	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	3
Hispanic / Latino	0
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	476
Alaska Native / American Indian	2
Asian / Pacific Islander	12
Black	44
White	321
Hispanic / Latino	97

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

City Council Meeting Staff Agenda Report



Police Department Annual Use of Force Reporting		
Meeting date: March 28, 2024	Agenda Item #: G2	Action being considered: None

Staff Recommendation:

None.

Prior Board or Council Action:

None.

Background Information/Analysis:

Police Department General Orders state:

301.07 REPORTING USE OF FORCE INCIDENTS

A. Officers shall report and identify as "Use of Force" all use of force incidents which:

- 1) Result in injury to any person;
- 2) Officer used a physical control method that includes a strike or the grounding/takedown of a subject; or
- 3) Officer used any type of control device; or
- 4) Officer discharges a firearm except in training or recreational situations.

NOTE: The proper use of handcuffs; or the use of a firm grip to direct the subject's movement shall not be identified as Use of Force.

In calendar year 2023, the Hudson Oaks Police Department had one Use of Force incident reported that met these criteria:

- 1) The Use of Force was a Conducted Electrical Weapon (CEW) deployment to gain control of a fleeing and uncooperative male. Officers were dispatched to a local retail business regarding a person being held by store personnel, whom they believed was attempting to commit theft. Once the officers engaged the subject the found he was wanted on warrants. When officers attempted to arrest the subject, he took off running. The subject fell after colliding with a motorized cart, yet got to his feet and started running again. Officers advised the subject if he did not stop, they would deploy the conductive electrical weapon. The subject continued to run towards the parking lot and one officer deployed the CEW, but the probes did not properly contact skin and was ineffective. A second deployment was also ineffective. The subject then tripped and fell on the asphalt and officers were able to take him into custody for felony warrants and evading arrest. The subject as treated and released at a local hospital for minor injuries received during the fall.

This use of force incident was investigated and found to be in compliance with the police department's policy and procedures.

City Council Meeting Staff Agenda Report



Financial Consideration:

None

Attachments:

None

Staff Contact:

Michael R. Baldwin, Chief of Police
682-229-2421
michael.baldwin@hudsonoaks.com

Sterling Naron, City Administrator
682-229-2408
sterling.naron@hudsonoaks.com

City Council Meeting Staff Agenda Report



Police Department monthly reports		
Meeting date: March 28, 2024	Agenda Item #: G3	Action being considered: None

Staff Recommendation:

None.

Prior Board or Council Action:

None.

Background Information/Analysis:

None

Financial Consideration:

None

Attachments:

- Monthly Activity Reports for January 2024
- Monthly Activity Reports for February 2024

Staff Contact:

Michael R. Baldwin, Chief of Police
682-229-2421
michael.baldwin@hudsonoaks.com

Sterling Naron, City Administrator
682-229-2408
sterling.naron@hudsonoaks.com

Hudson Oaks Police Department
Monthly Activity Report
January 2024

Calls Dispatched	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	183	142	146	135	124	157	159	153	162	176	156	145	1,838
FY 19-20	171	167	157	133	120	138	102	144	159	151	117	140	1,699
FY 20-21	NA	NA	NA	NA	NA	NA	109	169	208	180	190	182	1,038
FY 21-22	161	168	144	126	141	132	144	179	153	170	172	191	1,881
FY 22-23	186	145	186	154	154	161	168	190	188	148	125	116	1,921
FY 23-24	154	145	145	131									575

Self-Initiated Calls	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	308	360	394	440	407	366	372	413	389	411	526	535	4,921
FY 19-20	488	490	508	438	398	327	215	252	197	173	340	395	4,221
FY 20-21	NA	NA	NA	NA	NA	NA	265	134	244	150	314	211	1,318
FY 21-22	146	140	213	193	119	213	247	156	145	84	93	185	1,934
FY 22-23	119	74	78	73	97	115	152	138	199	204	182	147	1,578
FY 23-24	94	93	100	215									502

Incidents Reported	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	26	14	20	17	11	23	11	13	13	22	9	15	194
FY 19-20	9	9	16	17	6	8	16	6	13	13	20	10	143
FY 20-21	25	26	29	19	26	51	62	36	58	35	41	29	437
FY 21-22	37	51	47	29	29	44	72	63	68	53	59	54	606
FY 22-23	66	39	56	38	30	64	54	48	51	62	55	48	611
FY 23-24	43	46	46	41									176

Arrests Made	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	7	4	4	8	3	9	7	6	3	3	1	6	61
FY 19-20	7	3	3	3	1	3	4	1	2	1	4	3	35
FY 20-21	13	4	9	1	4	10	12	5	6	3	5	1	73
FY 21-22	10	5	3	3	1	6	6	4	4	3	6	1	52
FY 22-23	5	3	2	2	1	6	4	6	7	6	6	5	53
FY 23-24	2	5	5	6									18

Accidents Worked	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	20	16	18	10	12	12	13	27	12	10	25	12	187
FY 19-20	18	26	12	7	18	10	9	24	18	21	10	12	185
FY 20-21	21	20	19	12	13	21	15	20	29	21	19	16	226
FY 21-22	9	11	17	13	12	17	13	30	26	22	18	25	213
FY 22-23	21	28	21	23	10	20	26	26	20	29	23	17	264
FY 23-24	31	29	25	18									103

Code Enforcement	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	1	0	0	1	2	0	0	2	3	2	3	1	15
FY 19-20	0	0	0	0	0	2	2	0	2	1	1	0	8
FY 20-21	0	1	1	0	0	2	2	2	2	1	1	2	14
FY 21-22	0	0	0	0	0	0	0	0	0	0	0	0	0
FY 22-23	0	0	0	0	0	0	0	0	0	0	0	0	0
FY 23-24	0	0	0	0									0

Monthly Call/Incident Frequency		
Call Type	December	January
Alarms	22	15
Animals	2	3
Disturbances	10	15
DWI	3	0
Assault	1	0
Burglary	3	2
Drug Offense	1	1
Agency Assist	16	50
Animal Shelter	6	4

Community Outreach/Public Education Programs Held

NA = Not Available as Parker County Communications data was corrupted.

Jan

Business Checks: 674

Residential Checks: 341

Hudson Oaks Police Department
Monthly Activity Report
February 2024

Calls Dispatched	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	183	142	146	135	124	157	159	153	162	176	156	145	1,838
FY 19-20	171	167	157	133	120	138	102	144	159	151	117	140	1,699
FY 20-21	NA	NA	NA	NA	NA	NA	109	169	208	180	190	182	1,038
FY 21-22	161	168	144	126	141	132	144	179	153	170	172	191	1,881
FY 22-23	186	145	186	154	154	161	168	190	188	148	125	116	1,921
FY 23-24	154	145	145	131	137								712

Self-Initiated Calls	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	308	360	394	440	407	366	372	413	389	411	526	535	4,921
FY 19-20	488	490	508	438	398	327	215	252	197	173	340	395	4,221
FY 20-21	NA	NA	NA	NA	NA	NA	265	134	244	150	314	211	1,318
FY 21-22	146	140	213	193	119	213	247	156	145	84	93	185	1,934
FY 22-23	119	74	78	73	97	115	152	138	199	204	182	147	1,578
FY 23-24	94	93	100	215	181								683

Incidents Reported	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	26	14	20	17	11	23	11	13	13	22	9	15	194
FY 19-20	9	9	16	17	6	8	16	6	13	13	20	10	143
FY 20-21	25	26	29	19	26	51	62	36	58	35	41	29	437
FY 21-22	37	51	47	29	29	44	72	63	68	53	59	54	606
FY 22-23	66	39	56	38	30	64	54	48	51	62	55	48	611
FY 23-24	43	46	46	41	48								224

Arrests Made	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	7	4	4	8	3	9	7	6	3	3	1	6	61
FY 19-20	7	3	3	3	1	3	4	1	2	1	4	3	35
FY 20-21	13	4	9	1	4	10	12	5	6	3	5	1	73
FY 21-22	10	5	3	3	1	6	6	4	4	3	6	1	52
FY 22-23	5	3	2	2	1	6	4	6	7	6	6	5	53
FY 23-24	2	5	5	6	6								24

Accidents Worked	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	20	16	18	10	12	12	13	27	12	10	25	12	187
FY 19-20	18	26	12	7	18	10	9	24	18	21	10	12	185
FY 20-21	21	20	19	12	13	21	15	20	29	21	19	16	226
FY 21-22	9	11	17	13	12	17	13	30	26	22	18	25	213
FY 22-23	21	28	21	23	10	20	26	26	20	29	23	17	264
FY 23-24	31	29	25	18	22								125

Code Enforcement	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total
FY 18-19	1	0	0	1	2	0	0	2	3	2	3	1	15
FY 19-20	0	0	0	0	0	2	2	0	2	1	1	0	8
FY 20-21	0	1	1	0	0	2	2	2	2	1	1	2	14
FY 21-22	0	0	0	0	0	0	0	0	0	0	0	0	0
FY 22-23	0	0	0	0	0	0	0	0	0	0	0	0	0
FY 23-24	0	0	0	0	0								0

Monthly Call/Incident Frequency			
Call Type	December	January	February
Alarms	22	15	16
Animals	2	3	3
Disturbances	10	15	6
DWI	3	0	2
Assault	1	0	2
Burglary	3	2	1
Drug Offense	1	1	0
Agency Assist	16	50	43
Animal Shelter	6	4	7

Community Outreach/Public Education Programs Held
 Sergeant Kennedy attended Regional Law Enforcement Workforce Recruitment and Retention Symposium at NCTCOG in February.

NA = *Not Available as Parker County Communications data was corrupted.*

	Jan	Feb
Business Checks:	674	589
Residential Checks:	341	291

City Council Meeting Staff Agenda Report



Staff report on the City's Financial Dashboards		
Meeting date: March 28, 2024	Agenda Item #: G4	Action being considered: None

Attachments:

Financial Dashboard for the month of January and February 2024.

Staff Contact:

Sterling Naron, City Administrator

682-229-2408

sterling.naron@hudsonoaks.com



City of Hudson Oaks FY24 Dashboard

Financial Overview: General Fund
 Period Ending: January 31, 2024

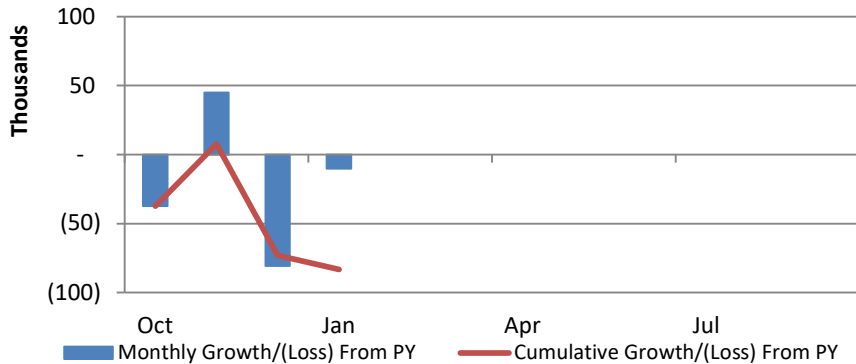
Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Administration	\$ 5,545,754	\$ 1,619,534	29%
Municipal Court	\$ 7,500	1,215	16%
Parks & Recreation	\$ -	-	0%
Planning & Development	\$ 277,875	171,685	62%
Public Safety	\$ 67,100	16,005	24%
Total Revenue	5,898,229	1,808,439	31%

Expenditure Summary

Past 12 Months	Budget	YTD	% of budget
Administration	\$ 1,776,603	\$ 427,521	24%
Mayor & Council	\$ 30,500	-	0%
Municipal Court	\$ 3,100	3,557	115%
Parks & Recreation	\$ 200,663	44,442	22%
Planning & Development	\$ 193,000	22,483	12%
Public Safety	\$ 2,021,222	805,888	40%
Public Works	\$ 1,665,641	139,943	8%
Total Expenditures	5,890,729	1,443,835	25%

Sales Tax Summary



Key Revenue Sources

Past 12 Months	YTD	Budget	% of budget
Local Sales & Use Tax	\$ 1,502,663	\$ 4,715,901	32%
Franchise Fees	27,110	200,000	14%
Court Fines & Fees	1,215	7,500	16%
Licenses & Permits	169,212	270,125	63%

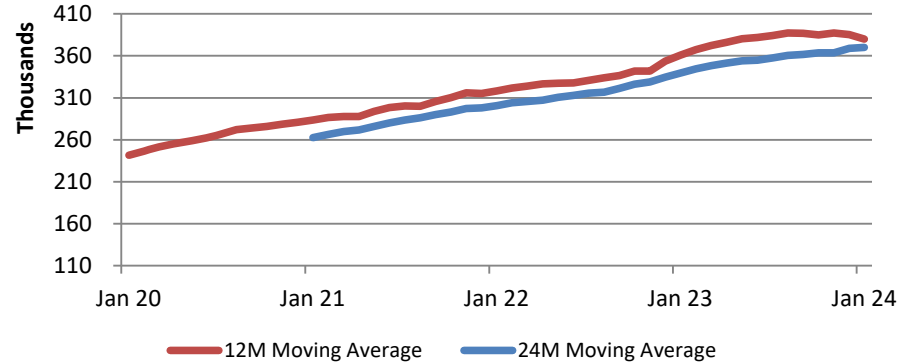
Moving Average Comparisons

12 Month Moving Average	Jan 2024	Jan 2023	% Change
Local Sales & Use Tax	\$ 379,850	\$ 360,890	5%
Franchise Fees	19,492	11,166	74.6%
Court Fines & Fees	641	573	11.9%
Licenses & Permits	62,372	41,106	51.7%

Permit Summary

Past 12 Months	FY24	FY23	Five Year Average
Residential	0	0	0
Commercial	1	2	3

Sales Tax Historical Moving Averages





City of Hudson Oaks FY24 Dashboard

Financial Overview: Enterprise Fund
 Period Ending: January 31, 2024

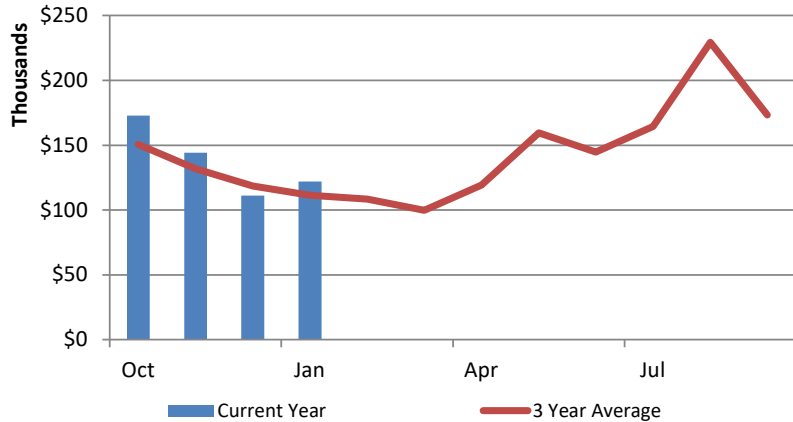
Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Water Sales	\$ 1,625,000	\$ 550,089	34%
Charges for Services	\$ 224,500	17,204	8%
Wastewater Charges	\$ 500,000	173,416	35%
Other Wastewater	\$ -	2,677	0%
Transfers In/Misc	\$ 156,900	-	0%
Total Revenue	2,349,500	743,386	32%

Expenses Summary

Past 12 Months	Budget	YTD	% of budget
Personal & Professional	\$ 427,071	\$ 120,567	28%
Supplies	\$ 109,692	24,956	23%
Operations	\$ 725,100	213,419	29%
Maintenance & Repairs	\$ 123,500	37,749	31%
Debt Service/Capital	\$ 996,427	-	0%
Total Expenditures	2,381,790	396,691	17%

Historical Water Sales



Key Indicators Summary

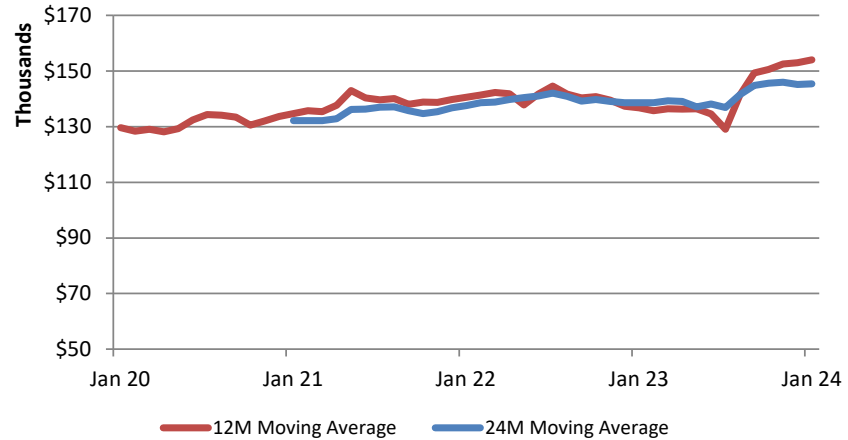
Past 12 Months	YTD	Three Year Hist Average	% Change
Water Sales	\$ 550,089	\$ 511,983	7%
Wastewater Charges	\$ 173,443	\$ 161,241	8%
Gallons Pumped*	40,660,600	53,283,633	-24%
Gallons Sold	50,408,900	46,017,054	10%

**The gallons pumped YTD will be affected by the ability to purchase off Fort Worth*

Moving Average Comparisons

12 Month Moving Average	Jan 2024	Jan 2023	% Change
Water Sales	\$ 154,021	\$ 136,767	13%
Sewer Sales	\$ 38,901	\$ 49,576	-22%
Gallons Pumped*	12,020,492	13,702,646	-12%
Gallons Sold	14,596,838	13,304,880	10%
Water Loss	21%	-3%	

Water Sales Historical Moving Averages





City of Hudson Oaks FY24 Dashboard

Financial Overview: Dyegard Fund & Stormwater Fund

Period Ending: January 31, 2024

Dyegard Fund

Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Water Sales	\$ 270,000	\$ 95,238	35%
Charges for Services	\$ 3,000	943	31%
Total Revenue	273,000	96,181	35%

Expenditure Summary

Past 12 Months	Budget	YTD	% of budget
Professional Services	\$ 9,000	\$ 12,623	140%
Supplies	\$ 4,000	-	0%
Operations	\$ 13,100	15,615	119%
Maintenance & Repairs	\$ 21,000	-	0%
Debt Service	\$ 146,363	-	0%
Total Expenditures	193,463	28,238	15%

Stormwater Fund

Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Stormwater Sales	\$ 200,000	\$ 67,415	34%
Charges for Services	-	-	0%
Grant Revenue	-	-	0%
Total Revenue	200,000	67,415	34%

Expenditure Summary

Past 12 Months	Budget	YTD	% of budget
Professional Services	\$ -	\$ -	-
Supplies	-	-	-
Operations	-	-	-
Maintenance & Repairs	140,000	-	0%
Debt Service	83,875	-	0%
Total Expenditures	223,875	-	0%



HUDSON OAKS

City of Hudson Oaks FY24 Dashboard

Financial Overview: Investment Report

Period Ending: January 31, 2024

Investment Report

Reserve Funds	Beginning	Interest	Ending
Reserve	Balance	Earned	Balance
TexPool General Reserve	\$ 111,106	\$ 504	\$ 111,610
TexPool Sales Tax Reserve	179,631	816	180,446
TexPool Enterprise Reserve	99,130	450	99,580
TexStar General Reserve	3,054,617	13,800	3,068,417
TexStar Capital Projects Reserve	31	0	31
TexStar 2023 General Cap CO	1,565,997	7,075	1,573,072
TexStar Water Projects Reserve	857,569	3,874	861,443
TexStar Wastewater Reserve	180,795	817	181,612
<i>Total</i>	<i>6,048,875</i>	<i>27,336</i>	<i>6,076,211</i>

Investments

Vehicle	Principle	Rate	Balance
Plains Capital CD	\$ 231,480	1.20%	\$ 231,480
<i>Total</i>	<i>231,480</i>		<i>231,480</i>



City of Hudson Oaks FY24 Dashboard

Financial Overview: General Fund
 Period Ending: February 28, 2024

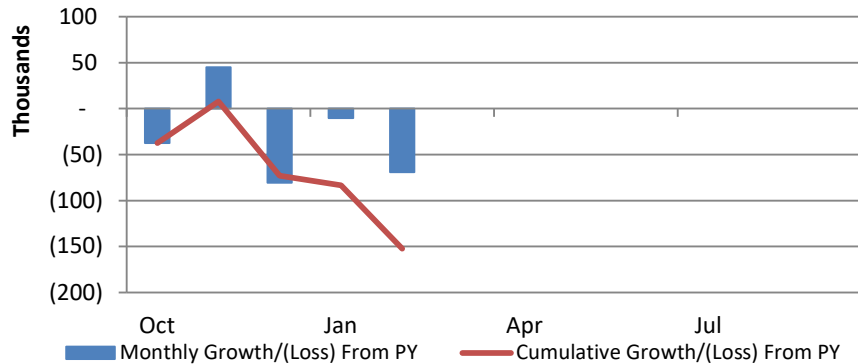
Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Administration	\$ 5,545,754	\$ 2,149,119	39%
Municipal Court	\$ 7,500	1,497	20%
Parks & Recreation	\$ -	-	0%
Planning & Development	\$ 277,875	181,229	65%
Public Safety	\$ 67,100	32,505	48%
Total Revenue	5,898,229	2,364,350	40%

Expenditure Summary

Past 12 Months	Budget	YTD	% of budget
Administration	\$ 1,776,603	\$ 606,830	34%
Mayor & Council	\$ 30,500	-	0%
Municipal Court	\$ 3,100	3,977	128%
Parks & Recreation	\$ 200,663	53,400	27%
Planning & Development	\$ 193,000	26,375	14%
Public Safety	\$ 2,021,222	923,387	46%
Public Works	\$ 1,665,641	214,995	13%
Total Expenditures	5,890,729	1,828,965	31%

Sales Tax Summary



Key Revenue Sources

Past 12 Months	YTD	Budget	% of budget
Local Sales & Use Tax	\$ 1,914,116	\$ 4,715,901	41%
Franchise Fees	126,874	\$ 200,000	63%
Court Fines & Fees	1,497	\$ 7,500	20%
Licenses & Permits	178,757	\$ 270,125	66%

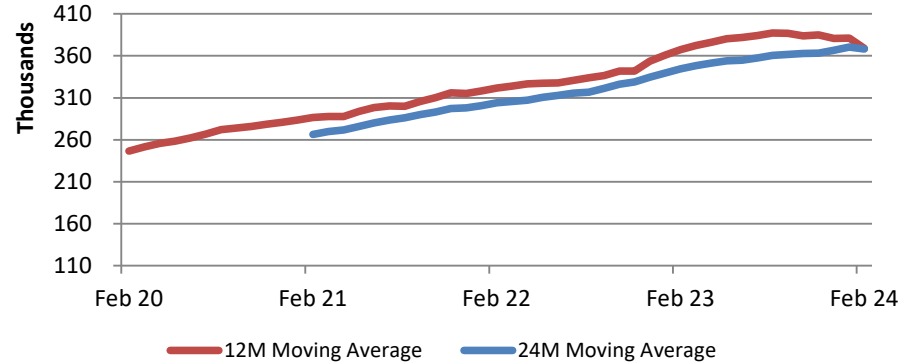
Moving Average Comparisons

12 Month Moving Average	Feb 2024	Feb 2023	% Change
Local Sales & Use Tax	\$ 374,093	\$ 367,553	2%
Franchise Fees	20,416	18,303	11.5%
Court Fines & Fees	616	595	3.6%
Licenses & Permits	61,153	42,009	45.6%

Permit Summary

Past 12 Months	FY24	FY23	Five Year Average
Residential	2	0	1
Commercial	2	2	4

Sales Tax Historical Moving Averages





City of Hudson Oaks FY24 Dashboard

Financial Overview: Enterprise Fund
 Period Ending: February 28, 2024

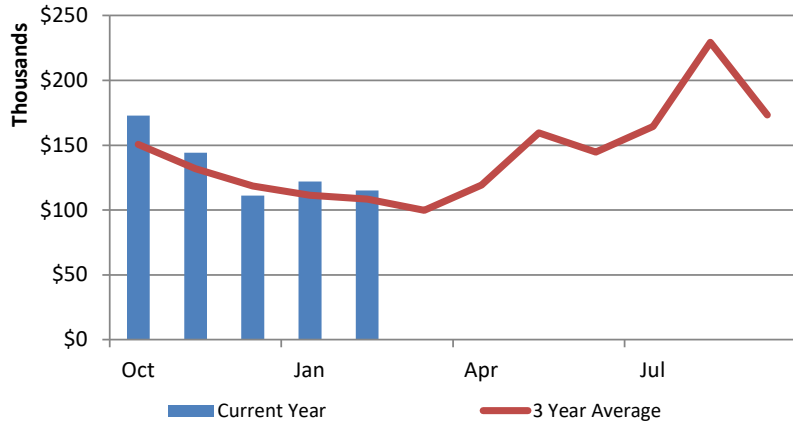
Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Water Sales	\$ 1,625,000	\$ 665,125	41%
Charges for Services	\$ 224,500	20,214	9%
Wastewater Charges	\$ 500,000	218,064	44%
Other Wastewater	\$ -	5,075	0%
Transfers In/Misc	\$ 156,900	-	0%
Total Revenue	2,349,500	908,478	39%

Expenses Summary

Past 12 Months	Budget	YTD	% of budget
Personal & Professional	\$ 427,071	\$ 137,667	32%
Supplies	\$ 109,692	44,594	41%
Operations	\$ 725,100	291,776	40%
Maintenance & Repairs	\$ 123,500	44,757	36%
Debt Service/Capital	\$ 996,427	358,928	36%
Total Expenditures	2,381,790	877,722	37%

Historical Water Sales



Key Indicators Summary

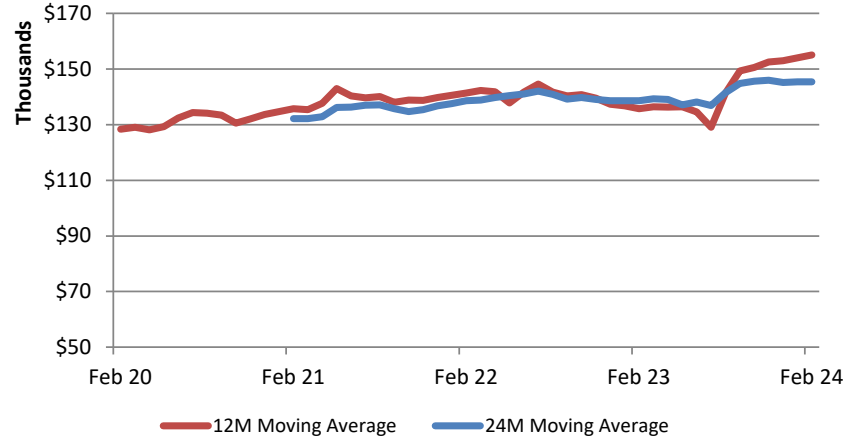
Past 12 Months	YTD	Three Year Hist Average	% Change
Water Sales	\$ 665,125	\$ 620,301	7%
Wastewater Charges	\$ 218,091	\$ 200,868	9%
Gallons Pumped*	49,826,800	64,658,333	-23%
Gallons Sold	59,208,160	56,610,350	5%

**The gallons pumped YTD will be affected by the ability to purchase off Fort Worth*

Moving Average Comparisons

12 Month Moving Average	Feb 2024	Feb 2023	% Change
Water Sales	\$ 154,982	\$ 135,711	14%
Sewer Sales	\$ 38,789	\$ 50,248	-23%
Gallons Pumped*	11,825,467	13,646,538	-13%
Gallons Sold	14,279,150	13,539,407	5%
Water Loss	21%	-1%	

Water Sales Historical Moving Averages





City of Hudson Oaks FY24 Dashboard

Financial Overview: Dyegard Fund & Stormwater Fund

Period Ending: February 28, 2024

Dyegard Fund

Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Water Sales	\$ 270,000	\$ 115,748	43%
Charges for Services	\$ 3,000	1,107	37%
Total Revenue	273,000	116,855	43%

Expenditure Summary

Past 12 Months	Budget	YTD	% of budget
Professional Services	\$ 9,000	\$ 12,643	140%
Supplies	\$ 4,000	-	0%
Operations	\$ 13,100	18,854	144%
Maintenance & Repairs	\$ 21,000	-	0%
Debt Service	\$ 146,363	60,984	42%
Total Expenditures	193,463	92,481	48%

Stormwater Fund

Revenue Summary

Past 12 Months	Budget	YTD	% of budget
Stormwater Sales	\$ 200,000	\$ 84,477	42%
Charges for Services	-	-	0%
Grant Revenue	-	-	0%
Total Revenue	200,000	84,477	42%

Expenditure Summary

Past 12 Months	Budget	YTD	% of budget
Professional Services	\$ -	\$ -	-
Supplies	-	-	-
Operations	-	-	-
Maintenance & Repairs	140,000	-	0%
Debt Service	83,875	-	0%
Total Expenditures	223,875	-	0%



HUDSON OAKS

City of Hudson Oaks FY24 Dashboard

Financial Overview: Investment Report

Period Ending: February 28, 2024

Investment Report

Reserve Funds	Beginning	Interest	Ending
Reserve	Balance	Earned	Balance
TexPool General Reserve	\$ 111,610	\$ 472	\$ 112,082
TexPool Sales Tax Reserve	180,446	763	181,210
TexPool Enterprise Reserve	99,580	421	100,001
TexStar General Reserve	3,068,417	12,929	3,081,347
TexStar Capital Projects Reserve	31	0	31
TexStar 2023 General Cap CO	1,573,072	6,628	1,579,700
TexStar Water Projects Reserve	861,443	3,630	865,073
TexStar Wastewater Reserve	181,612	765	182,377
<i>Total</i>	<i>6,076,211</i>	<i>25,610</i>	<i>6,101,821</i>

Investments

Vehicle	Principle	Rate	Balance
Plains Capital CD	\$ 231,480	1.20%	\$ 231,480
<i>Total</i>	<i>231,480</i>		<i>231,480</i>