



City of Hutto

Agenda

City Council Meeting

Thursday, December 17, 2020 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at www.huttotx.gov

Page

1. CALL SESSION TO ORDER

2. ROLL CALL

3. INVOCATION

Led by Bishop Stewart- The Church of Jesus Christ of Latter-day Saints.

4. PLEDGE OF ALLEGIANCE

5. CITY COUNCIL COMMENTS

Pursuant to Texas Government Code Sec. 551.0415, a member of the governance body may make an announcement about items of community interest during a meeting of the governing body without given notice of the subject of the announcement. Items of Community Interests include: (1) expressions of thanks, congratulations, or condolence; (2) information regarding holiday schedule; (3) an honorary or salutary recognition of public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition of the subdivision; (4) a reminder regarding social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and (5) announcements involving imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

5.1. General Comments from City Council

5.2. City Council Commission Liaison Reports.

6. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes.

Any citizen wishing to speak during public comment may do so after completing the required registration form. Comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on December 17, 2020. The email must include name, address, phone # and email to be recognized properly.

Citizens wishing to comment by phone may call:

Toll Free Call In: 1-800-717-4201

Conference ID: 242-3288

Once you are in the conference call press *5 to signal that you are requesting to speak during public comment.

[Note: The Texas Open Meetings Act, Texas Government Code, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]

7. CITY MANAGER COMMENTS

8. CONSENT AGENDA ITEMS

- | | | |
|------|--|-----------|
| 8.1. | Consideration and possible action on approval of the November 5, 2020 City Council meeting minutes.
November 5, 2020 City Council Minutes | 8 - 12 |
| 8.2. | Consideration and possible action on approval of the November 19, 2020 City Council meeting minutes.
November 19, 2020 City Council Minutes | 13 - 19 |
| 8.3. | Consideration and possible action on approval of the December 3, 2020 City Council meeting minutes.
December 3, 2020 City Council Minutes | 20 - 133 |
| 8.4. | Consideration and possible action on a resolution approving the proposed Star Ranch Apartments Final Plat, 13.925 acres, more or less, of land, one multifamily lot, located on Star Ranch Boulevard.(Ashley Lumpkin)
Agenda Item Report - AIR-20-413 - Pdf | 134 - 138 |
| 8.5. | Consideration and possible action on approving Resolution No. R-2020-134 authorizing the City Manager to accept the infrastructure improvements for the Hutto Highlands Section 2 Phase 2 Subdivision. (Anthony Host)
Agenda Item Report - AIR-20-428 - Pdf
Hutto Highlands 2-2 Completion Letter S&S 10-01-20
hutto Highlands 2-2 Final Cost and Quantities
Hutto Highlands 2-2 Final Subdivision Check list
Hutto Highlands 2-2 Letter of Concurrence - sealed
Hutto Highlands 2-2 Maintenance Bond
Hutto Highlands Lift Station Concurrence letter
Hutto Highlands 2-2 Project Construction Summary
Hutto Highlands Section 2 Phase 2 TAS Inspection Report 20-012
Hutto Highland Section 2 Phase 2 acceptance resolution | 139 - 185 |
| 8.6. | Consideration and possible action on approving Resolution No. R-2020-136 authorizing the City Manager to accept the infrastructure improvements for the 1660 retail center. (Anthony Host)
Agenda Item Report - AIR-20-430 - Pdf
1660 Final subdivision Checklist | 186 - 204 |

[Limmer OPC ROW Estimate 10.6.2020](#)
[1660 Maintenance Bond](#)
[Concurrence Letter 1 PSCE- Limmer FM 1660- Engineers](#)
[3 FM 1660 Retail Cost & Quantity PSCE](#)
[TAS2019015846CR](#)
[FM 1660 Retail Center acceptance resolution](#)

9. ORDINANCES

- | | | |
|------|---|-----------|
| 9.1. | Consideration and possible action on Ordinance No. O-2020-048 amending the Fiscal year 2020-21 Budget to reflect grant funding awarded through the Governor's Office, Coronavirus Emergency Supplemental (CESF) Program. (First Reading)(Misti Hancock)
Ord. No. O-2020-048 with Exhibit | 205 - 209 |
| 9.2. | Consideration and possible action on Ordinance No. O-2020-047 providing a budget amendment to accommodate the revised wholesale wastewater rate for Wastewater Service Agreement between the City of Hutto and Kelly Lane Utility Company Addendum No. 2. (First Reading)(Samuel Ray)
Ord. No. O-2020-048 with Exhibit | 210 - 212 |
| 9.3. | Consideration and possible action on Ordinance No. O-2020-033 accepting and approving Annual Service and Assessment Plan Update for Co-Op Public Improvement District. (First Reading)(City Attorney)
2020-12-17 HUT Co-Op 2020 SAP Update
Hutto - Ordinance Approving 2020 SAP Annual Update for Co-Op PID | 213 - 254 |

10. RESOLUTIONS

- | | | |
|-------|---|-----------|
| 10.1. | Consideration and possible action on Resolution No. R-2020-146 authorizing the City Manager to execute the Wastewater Service Agreement between the City of Hutto and Kelly Lane Utility Company Addendum No. 2. providing a six-month extension and updated wholesale rate to the Wholesale Wastewater Service Agreement.(Samuel Ray).
Agenda Item Report - AIR-20-441 - Pdf
Res. No. R-2020-146 - Pflugerville Wastewater Contract 12-17-20
Addendum No. 2 Hutto Pflugerville Wastewater Exhibit A | 255 - 260 |
| 10.2. | Consideration and possible action on Resolution R-2020-144A for the first of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment of a project related to Holidays in Hutto event after two separate readings; providing for repeal; providing for severability; and providing an effective date. (First Reading)(EDC Attorney).
Res. No. R-2020-144A -Holidays in Hutto Project 12-17-20 | 261 - 262 |
| 10.3. | Consideration and possible action on Resolution R-2020-144A for the second of two readings as required by Texas Local Government Code Section 505.158(b) authorizing the establishment of a project related to Holidays in Hutto after two separate readings; providing for repeal; providing for severability; and providing an effective date. (Second Reading)(EDC Attorney).
Res. No. R-2020-144A -Holidays in Hutto Project 12-17-20 | 263 - 264 |
| 10.4. | Consideration and possible action on Resolution R-2020-111A approving the | 265 - 275 |

second amended and restated bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation. (EDC Attorney)

[R-2020-111 Bylaws 2nd Amend](#)

[Res. No. R-2020-111A- HCDC Type B Bylaws 12-17-20](#)

- | | | |
|-------|---|-----------|
| 10.5. | Consideration and possible action to approve Resolution No. R-2020-140 of the City of Hutto, Texas, ordering a special election to be held on March 6, 2021, for the purpose of filling a vacancy Council Place 3; designating election day precincts and polling places; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such election; certifying provision of required accessible voting systems; and providing for other matters related to such election.
<u>Res. No. R-2020-140 Calling Special Election Place 3 -12-17-20</u> | 276 - 291 |
| 10.6. | Consideration and possible action on Resolution No. R-2020-147 approving an Amended and Restated Development Agreement by and between the City of Hutto, Texas and WLH Communities -Texas, LLC, for Emory Crossing, formerly Hutto 315 by amending that Development Agreement dated September 21, 2017 between, RSI Communities – Texas, LLC, the Developer’s predecessor-in-interest and the City of Hutto, Texas and authorizing the City Manager to execute the Amended and Restated Agreement.(City Attorney)
<u>Res. No. R-2020-147 Approving Amended and Restated Emory DA Amended and Restated Development Agreement (Emory Crossing)(Exhibits)</u> | 292 - 323 |
| 10.7. | Consideration and possible action on Resolution R-2020-149 approving the Public Improvement District Reimbursement Agreement for Emory Crossing Improvement Area #1 between the City of Hutto, Texas and WLH Communities-Texas, LLC; and authorizing the City Manager to execute the Public Improvement District Reimbursement Agreement for Emory Crossing Improvement Area #1.
<u>Res. No. R-2020-149 Approving PID Reimbursement Agreement Ex C-1 Emory Crossing PID IA Map</u> | 324 - 325 |
| 10.8. | Consideration and possible action on Resolution R-2020-150 approving the Emory Crossing Financing and Reimbursement Agreement by and between the City of Hutto, Texas and WLH Communities-Texas, LLC; authorizing the City Manager to execute the Public Improvement District Financing and Reimbursement Agreement.
<u>Res. No. R-2020-150 Approving Financing Agreement Hutto 315 PID Finance Agreement 12.09.2020 v 12.06.2020 cmp Ex G Form of Acquisition and Reimbursement Agmt Ex C Preliminary Plat 2 Ex C Preliminary Plat 1 Ex B Property Description</u> | 326 - 427 |
| 10.9. | Consideration and possible action on Resolution No. R-2020-148 approving a Consent Agreement between the City of Hutto, Texas and Harris & Staub, LLC creating Williamson County Municipal Utility District No. 35 and authorizing the City Manager to execute the Consent Agreement, (Wallin Tract).(City | 428 - 434 |

Attorney)

[Wallin Consent Agreement Presentation](#)

11. OTHER BUSINESS

- 11.1. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations.(City Secretary) 435 - 438

[Boards Commissions List 12-16-20](#)

- 11.2. Presentation of Forensic Audit Report by Eide Bailly Auditor, with discussion and possible action.
- 11.3. Update on the progress of the Charter Review Commission.
- 11.4. Durango Farms Update (Bob Wunsch)

12. EXECUTIVE SESSION

The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations regarding real property], 551.073 [Deliberations regarding gifts and donations], 551.074 [Deliberations regarding personnel matters] or 551.076 [Deliberations regarding deployment/implementation of security personnel or devices] and 551.087 [Deliberations regarding Economic Development negotiations].

- 12.1. Receive legal advice pursuant to Texas Government Code Sec. 551.071 from the City Attorney on Pending Legal Matters, Potential Litigation, Council Legal Requests and pending litigation, to wit: Legacy Hutto, LLC. V. City of Hutto , pending in the District Court of Williamson County, Texas and Preston Hollow Capital, LLC v. Cottonwood Development Corporation, et al; pending in the United States District Court for the Western District of Texas, Austin Division.
- 12.2. Receive legal advice pursuant to Texas Government Code Section 551.071 to seek legal advice from its attorneys and assign legal counsel pertaining to Case No. 1:20-cv-1210, Odis Jones v. City of Hutto, et. al. filed in the U.S. District Court for the Western District of Texas, Austin Division.
- 12.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Forensic Audit Report.
- 12.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

13. ACTION RELATIVE TO EXECUTIVE SESSION

- 13.1. Consider and possible action on legal advice received pursuant to Texas Government Code Sec. 551.071 from the City Attorney on Pending Legal Matters, Potential Litigation, Council Legal Requests and pending litigation, to wit: Legacy Hutto, LLC. V. City of Hutto , pending in the District Court of Williamson County, Texas and Preston Hollow Capital, LLC v. Cottonwood Development Corporation, et al; pending in the United States District Court

for the Western District of Texas, Austin Division.

- 13.2. Consider and possible action on legal advice received from its attorneys and assign legal counsel pertaining to Case No. 1:20-cv-1210, Odis Jones v. City of Hutto, et. al. filed in the U.S. District Court for the Western District of Texas, Austin Division.
- 13.3. Consider and possible action on legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Forensic Audit Report.
- 13.4. Consider and possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests

14. ADJOURNMENT

15. CERTIFICATION

I certify that this notice of the **December 17, 2020** Hutto City Council meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on **December 14, 2020** at **5:02 P.M.**



Holly Nagy

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.



City of Hutto

MINUTES

City Council Meeting

Thursday, November 5, 2020 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at www.huttotx.gov

1. CALL SESSION TO ORDER *7:00 PM*
2. ROLL CALL

Members of City Council present were Councilmember Robin Sutton, Councilmember Dan Thornton, MPT Mike Snyder, Councilmember Peter Gordon, Councilmember Tanner Rose

Absent: Mayor Doug Gaul, Councilmember Patti Martinez

Members of staff that were present were Warren Hutmacher, City Manager; (via teleconference) Byron Frankland, Assistant City Manager, Stacy Schmitt, Assistant to City Manager; Ashley Lumpkin, Executive Director of Business and Development Services; Samuel Ray, Director of Engineering; Holly Nagy, City Secretary and Dorothy Palumbo, City Attorney (via teleconference).

3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. CITY COUNCIL COMMENTS
 - 5.1. General Comments from City Council
 - *None*
 - 5.2. Council Commission Liaison Reports.
 - *None*
6. PROCLAMATIONS
 - 6.1. A proclamation recognizing November 28, 2020 as Small Business Saturday in the City of Hutto.
7. PUBLIC COMMENT
 - *Lauren Dowdy *via email*
 - *Rudy Perez*
 - *Bobby Pruitt*

8. CITY MANAGER COMMENTS

- 8.1. Presentation of proposed website, meeting management and video streaming services. (City Secretary)

Presentation ensued. Staff recommends using CivicPlus as vendor for website, meeting management and video streaming service needs.

9. CONSENT AGENDA ITEMS

- 9.1. Consideration and possible action on approving the September 1, 2020 - Special Called City Council meeting minutes.
- 9.2. Consideration and possible action on approving the September 3, 2020 - Special Called City Council workshop minutes.
- 9.3. Consideration and possible action to approve the September 3, 2020 - City Council meeting minutes.
- 9.4. Consideration and possible action on authorizing the City Manager to execute an Amended Professional Services Agreement on behalf of the City of Hutto for payment of review and development expenses incurred by the City of Hutto for the Hutto 315/Emory Crossing. (City Attorney)
- 9.5. Consideration and possible action on Resolution No. R-2020-088 authorizing the City Manager to execute a proposal for Appraisal Services with the Aegis Group, Inc. for appraisal services for the Durango Farms Public Improvement District. (City Attorney)(tabled 10/15/20)
- 9.6. Consideration and possible action on an agreement between the City of Hutto and Norton Rose Fulbright US LLP to provide Disclosure Counsel Legal Services for the City of Hutto GO Taxable and Nontaxable Refunding Bonds. (City Attorney/Paul Braden)

Councilmember Gordon made a motion to approve all consent items as presented. Councilmember Thornton seconded the motion. The motion passed (5:0)

10. ORDINANCES

- 10.1. Consideration and possible action on Ordinance No. O-2020-033 accepting and approving Annual Service and Assessment Plan Update for Co-Op Public Improvement District. (First Reading) (Jon Snyder)

No action taken.

- 10.2. Consideration of a public hearing and possible action on an ordinance approving the proposed Unified Development Code (UDC) ordinance amendment to the Code of Ordinances (2014 Edition, as amended), Chapter 2 Section 10.203, Development Review Process, Section 10.204.2, Effective Date and Expiration, Chapter 3, Section 10.311.9, Swimming Pools and Chapter 4,

Section 10.405, Building Setbacks, General Rules. (Second Reading)(Ashley Lumpkin)

Councilmember Gordon made a motion to approve item 10.2 as presented. Councilmember Sutton seconded the motion. The motion passed. (5:0)

11. RESOLUTIONS

- 11.1. Consideration and possible action approving the Administrative and Professional Services Agreement between the City of Hutto, Texas and the City of Hutto Economic Development Corporation, Type 4B and directing the City Manager to execute same.

Councilmember Gordon made a motion to approve item 11.1 as presented. Councilmember Rose seconded the motion. The motion passed (5:0)

- 11.2. Consideration and possible action on Resolution No. R-2020-102 approving a fee waiver for the Library to forgive fines through November 6, 2020 until December 4, 2020 in support of the Hutto Community Food Pantry. (Jessica McCart)

Councilmember Rose made a motion to approve item 11.2. Councilmember Thornton seconded the motion. The motion passed (5:0)

- 11.3. Consideration and possible action to approve Resolution No. R- 2020-106 approving and authorizing the City Manager to execute contract documents with Bell Contractors, Inc. for the Lakeside Estates Lift Station decommissioning project.

- 11.4. Consideration and possible action to approve Resolution No. R- 2020-107 approving and authorizing the City Manager to execute a cost sharing agreement with Nexus Private Capital for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

- 11.5. Consideration and possible action to approve Resolution No. R- 2020-109 approving and authorizing the City Manager to execute a cost sharing agreement with Developer for The Bridge Community Church for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

- 11.6. Consideration and possible action to approve Resolution No. R- 2020-108 approving and authorizing the City Manager to execute a cost sharing agreement with Harris & Straub, LLC, for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project.

Councilmember Gordon made a motion to table items 11.3, 11.4, 11.5, 11.6. Councilmember Sutton seconded the motion. The motion passed (5:0)

12. OTHER BUSINESS

- 12.1. Presentation of the Planning and Zoning Commission Annual Report. (Ashley Lumpkin) *Presentation ensued.*
- 12.2. Presentation of the Historic Preservation Commission Annual Report. (Ashley Lumpkin) *Presentation ensued.*
- 12.3. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations. (City Secretary)

MPT Snyder made a motion to nominate Vanessa Henry to the Diversity & Inclusion Commission. Councilmember Thornton seconded the motion. The motion passed (5:0)

Councilmember Rose made a motion to nominate Beatrix Rodriguez to the Diversity & Inclusion Commission. Councilmember Thornton seconded the motion. The motion passed (5:0)

Councilmember Rose and Councilmember Sutton switched commission liaison roles.

*Councilmember Rose is now the liaison for Library Advisory Board.
Councilmember Sutton is now the liaison for Historic Preservation Commission.
Councilmember Thornton is the liaison for the ADA Task Force.*

Councilmember Thornton made a motion to appoint Councilmember Rose to the River Creek Development Corporation and Cottonwood Development Corporation. Councilmember Sutton seconded the motion. The motion passed. (5:0)

- 12.4. Consideration and possible action on proposed options on truck routes to and from Innovation Business Park. (Anthony Host)

Councilmember Thornton would like to bring something back for fines on truck traffic. Asst. City Manager will bring back increasing the fine for truck traffic if possible.

Councilmember Rose made a motion to direct staff to schedule a Town Hall meeting with Emory Farms neighborhood and to bring back fine schedule for review. Councilmember Thornton seconded the motion. The motion passed (5:0)

- 12.5. Discussion and possible action regarding a separation agreement with Odis Jones. (City Attorney)

- *No action.*

13. EXECUTIVE SESSION *Entered: 8:42 PM*

- 13.1. Deliberate the purchase, exchange, lease, or value of real property located within the Sports, Health & Entertainment District pursuant to Texas Government Code Section 551.072 (Real Property).
- 13.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

14. ACTION RELATIVE TO EXECUTIVE SESSION *Reconvened: 9:05 PM*

- 14.1. Consideration and possible action concerning the purchase, exchange, lease, or value of real property located within the Sports, Health & Entertainment District pursuant to Texas Government Code Section 551.072 (Real Property).

- *No action.*

- 14.2. Possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.

- *No action.*

15. ADJOURNMENT *9:06 PM*

PASSED and APPROVED this 17th day of December, 2020.

ATTEST:

Mike Snyder, Mayor Pro Tem

Holly Nagy, City Secretary



City of Hutto

MINUTES

City Council Meeting

Thursday, November 19, 2020 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at www.huttotx.gov

1. CALL SESSION TO ORDER - *7:00 PM*
2. ROLL CALL

Members of City Council present were Councilmember Mike Snyder, Councilmember Dan Thornton, Councilmember Robin Sutton, Councilmember Peter Gordon, Councilmember Tanner Rose and Councilmember Patti Martinez (via telephone.)

Members of staff present were Warren Hutmacher, City Manager; Byron Frankland, Assistant City Manager; Stacy Schmitt, Assistant to City Manager; Samuel Ray, Director of Engineering; Holly Nagy, City Secretary and Cristian Rosas-Grillet, City Attorney.

3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. CITY COUNCIL COMMENTS

5.1. General Comments from City Council

Councilmember Gordon requested an agenda item for a future meeting to discuss and take possible action on considering adding a packet review meeting with the Council before each Council meeting.

Councilmember Snyder gave an update on COVID within Williamson County.

5.2. Council Commission Liaison Reports.

Councilmember Rose gave an update on the Library Advisory Board.

Councilmember Martinez gave an update on the Diversity and Inclusion Commission.

Councilmember Thornton gave an update on the ADA/Electronic and Information Resource Task Force.

6. PUBLIC COMMENT

Trudy Williams – via email

Lauren Dowdy – via email

Doug Gaul – via email

Doug Forinash

Jennifer Larsen

7. CITY MANAGER COMMENTS

- Amphitheatre project update

- Police ride along project update

8. CITY ATTORNEY COMMENTS

- 8.1. RQ-0384-KP. Questions Relating to the Use of Public Improvement District Assessments to Pay Certain Costs and the Necessity of Attorney General Review of Promissory Notes issued by a Local Government Corporation.

Christian-Rosas-Grillet provided an update.

Councilmember Rose made a motion to move items 12.7, 11.3, 11.5, 13.1, 12.2, 12.3, 14.1 up on the agenda. The motion was seconded by Councilmember Sutton. The motion passed unanimously.

12. OTHER BUSINESS

- 12.7. Consideration and possible action on appointing a Mayor Pro Tem.

Councilmember Sutton made a motion to appoint Councilmember Snyder as Mayor Pro-Tem. Councilmember Rose seconded the motion. The motion passed (5-1) with Councilmember Martinez against.

11. RESOLUTIONS

- 11.3. Consider and take action on a Resolution declaring the Office of the Mayor vacant.

Councilmember Rose made a motion to declare the Office of the Mayor vacant as effective November 19, 2020. Councilmember Sutton seconded the motion. The motion passed (5-1) with Councilmember Gordon against.

- 11.5. Consideration and possible action to direct staff to prepare a Resolution calling a special election for the purpose of filling a vacancy for Mayor in accordance with Section 3.06 of the City Charter.

Councilmember Rose made a motion to have an agenda item at the next regularly scheduled City Council meeting for consideration and possible action on a Resolution calling for a special election for the purpose of filling a vacancy for

Mayor in accordance with Section 3.06 of the City Charter. Councilmember Martinez seconded the motion. The motion passed.

13. EXECUTIVE SESSION: *Entered: 7:54 PM*

- 13.1. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Forensic Audit Report and Forensic Audit Report for the Transition, Severance and Separation Agreements; including any retention agreements.

Reconvened: 9:43 PM

No action taken.

12. OTHER BUSINESS

- 12.2. Presentation of Forensic Audit Report by Eide Bailly Auditor.

Brett Johnson with Eide Bailly presented the report.

- 12.3. Presentation of Forensic Audit Report for the Transition, Severance and Separation Agreements, including any retention agreements, by Eide Bailly Auditor.

Brett Johnson with Eide Bailly presented the report.

14. ACTION RELATIVE TO EXECUTIVE SESSION

- 14.1. Consider and possible action on legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Forensic Audit Report and Forensic Audit Report for the Transition, Severance and Separation Agreements, including any retention agreements.

Councilmember Snyder made a motion to direct the City Manager and City Attorney to take all necessary action in relation to the forensic audit examining severance and settlement payments and to report any violations of law to the appropriate authorities as required by law including the Williamson County district attorney Shawn Dick and any state or federal investigative authorities and to release the final report Examination of Severance Settlement Payments to the public by posting it on the website. Councilmember Sutton seconded the motion. The motion passed unanimously.

Councilmember Snyder made a motion to move items 11.1 and 11.2 to the Consent Agenda. No objections.

9. CONSENT AGENDA ITEMS

Councilmember Gordon made a motion to approve items 9.1, 9.2, 9.3, 9.4, 9.5, 9.5, 9.6, 9.7, 9.8, 11.1 and 11.2. Councilmember Martinez seconded the motion. The motion passed unanimously.

- 9.1. Consideration and possible action on approval of the September 8, 2020 Special Called City Council meeting minutes.
- 9.2. Consideration and possible action on approval of the September 17, 2020 City Council meeting minutes.
- 9.3. Consideration and possible action on approval of the October 1, 2020 City Council meeting minutes.
- 9.4. Consideration and possible action on the approval of the October 15, 2020 City Council meeting minutes.
- 9.5. Consideration and possible action on a resolution declaring void the June 19, 2019 Development Agreement and the June 19, 2019 Prorata Share Agreement for the Covered Bridge Development Project and Related Alternative Action.
- 9.6. Consideration and possible action to approve Resolution No. R- 2020-106 approving and authorizing the City Manager to execute contract documents with Bell Contractors, Inc. for the Lakeside Estates Lift Station decommissioning project. (Samuel Ray)
- 9.7. Consideration and possible action to approve Resolution No. R- 2020-107 approving and authorizing the City Manager to execute a cost sharing agreement with Nexus Private Capital for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project. (Samuel Ray).
- 9.8. Consideration and possible action to approve Resolution No. R- 2020-108 approving and authorizing the City Manager to execute a cost sharing agreement with Harris & Straub, LLC, for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project. (Samuel Ray).
- 9.9. Consideration and possible action to approve Resolution No. R- 2020-109 approving and authorizing the City Manager to execute a cost sharing agreement with Developer for The Bridge Community Church for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project. (Samuel Ray).
Councilmember Snyder asked this item to be tabled. No objections.
- 11.1. Consideration and possible action on Resolution R-2020-124 approving the amendments to the bylaws of the River Creek Development Corporation.
- 11.2. Consideration and possible action on Resolution R-2020-125 approving the amendments to the bylaws of the Cottonwood Development Corporation.

10. ORDINANCES

- 10.1. Consideration and possible action on an "ordinance authorizing the issuance, sale and delivery of the "city of Hutto, Texas general obligation refunding bonds, series 2020a"; authorizing the levy of an ad valorem tax in support of said bonds; and approving and authorizing the execution of a paying agent/registrar agreement, an escrow agreement, an official statement and all other instruments and procedures related thereto"(City Attorney)

Councilmember Gordon made a motion to approve item 10.1 as presented.

Councilmember Thornton seconded the motion. The motion passed unanimously.

- 10.2. Consideration and possible action on an "ordinance authorizing the issuance, sale and delivery of the "city of Hutto, Texas general obligation refunding bonds, taxable series 2020b"; authorizing the levy of an ad valorem tax in support of said bonds; and approving and authorizing the execution of a paying agent/registrar agreement, an escrow agreement, an official statement and all other instruments and procedures related thereto"(City Attorney)

Councilmember Martinez made a motion to accept item 10.2 as presented.

Councilmember Gordon seconded the motion. The motion passed unanimously.

11. RESOLUTIONS

- 11.4. Consideration and possible action on Resolution R-2020-111 approving the second amended and restated bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation.

No action taken.

12. OTHER BUSINESS

- 12.1. Update on School Zone speed limits. (Byron Frankland)

Presentation by Byron Frankland.

10-minute recess taken at 11:11 PM

Returned from break at 11:21 PM

- 12.4. Consideration and possible action on approving the purchase of a wastewater easement from KMHR LP ET AL located on Chris Kelley Blvd., Hutto TX to support the Lakeside Estates Lift Station Abandonment project in the amount of \$56,644.

Councilmember Gordon made a motion to accept item 12.4 as presented.

Councilmember Martinez seconded the motion. The motion passed unanimously.

- 12.5. Presentation of land use assumptions and capital improvements plan for the 2021 update to the City of Hutto Water and Wastewater Impact Fee and request for a public hearing.

Councilmember Martinez made a motion to request a public hearing for the 2021 update to the City of Hutto Water and Wastewater Impact Fee as for the proposed schedule presented at the meeting. Councilmember Gordon seconded the motion. The motion passed unanimously.

- 12.6. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations. (City Secretary)

Councilmember Thornton made a motion to appoint Nakeenya Wilson to the Diversity and Inclusion commission. Councilmember Martinez seconded the motion. The motion passed unanimously.

Councilmember Martinez made a motion to appoint Christina Bastos to the Parks Advisory Board. Councilmember Thornton seconded the motion. The motion passed unanimously.

Councilmember Rose made a motion to remove Councilmember Martinez from the Cottonwood Development Corporation and the River Creek Development Corporation. Councilmember Martinez seconded the motion. The motion passed unanimously.

Councilmember Rose made a motion to appoint Mike Arismendez to the Cottonwood Development Corporation and the River Creek Development Corporation. Councilmember Sutton seconded the motion. The motion passed unanimously.

- 12.8. Consideration and possible action on appointing a Assistant City Manager.

City Manager Warren Hutmacher requested to appoint Byron Frankland as Assistant City Manager. Councilmember Snyder made a motion to deny the appointment of Byron Frankland as Assistant City Manager. Councilmember Rose seconded the motion. The motion passed (4-2) with Councilmember Gordon and Councilmember Martinez against.

13. EXECUTIVE SESSION: *Entered at: 11:58 PM*

- 13.2. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to Development Agreement with RSI Communities-Texas LLC executed September 17, 2017.

- 13.3. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the Hutto CO-OP Pubic Improvement District 2020 Annual Service Plan Update.
- 13.4. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
14. ACTION RELATIVE TO EXECUTIVE SESSION: *Reconvened at: 12:23 AM*
- 14.2. Consider and possible action on legal advice pursuant to Texas Local Government Code Section 551.071 relating to Development Agreement with RSI Communities-Texas LLC executed September 17, 2017.
Councilmember Gordon made a motion to direct the City Manager and City Attorney to contact RSI Communities-Texas LLC to amend and restate the Development Agreement that was previously approved on August 17, 2017. Councilmember Sutton seconded the motion. The motion passed unanimously.
- 14.3. Consider and possible action on legal advice received pursuant to Texas Local Government Code Section 551.071 relating to the Hutto CO-OP Pubic Improvement District 2020 Annual Service Plan Update.
No action taken.
- 14.4. Possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests.
No action taken.
15. ADJOURNMENT: *12:25 AM*

ATTESTED:

Jessica Brown, Asst. City Secretary

Mike Snyder, Mayor Pro Tem



City of Hutto

MINUTES

City Council Meeting

Thursday, December 3, 2020 at 7:00 PM

City Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at www.huttotx.gov

1. CALL SESSION TO ORDER - *7:00 PM*
2. ROLL CALL

Members of City Council present were Councilmember Robin Sutton, Councilmember Dan Thornton, Councilmember Mike Snyder, Councilmember Peter Gordon, Councilmember Tanner Rose and Councilmember Patti Martinez

Members of staff that were present were Warren Hutmacher, City Manager; Stacy Schmitt, Assistant to City Manager; Samuel Ray, Director of Engineering Holly Nagy, City Secretary and Cristian Rosas-Grillet, Assistant City Attorney

3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. CITY COUNCIL COMMENTS
 - 5.1. General Comments from City Council
 - 5.2. City Council Liaison Reports
6. PUBLIC COMMENT

Kelly Lewis- via email
Terrance Owens

7. CITY MANAGER COMMENTS

- Holidays in Hutto event

8. CONSENT AGENDA ITEMS

Councilmember Sutton made a motion to move items 10.3 and 10.4 up.
Councilmember Rose seconded the motion. The motion passed unanimously.

Councilmember Gordon made an amendment to do consent first then item 10.3

and item 10.4 Councilmember Martinez seconded the motion. The motion passed unanimously.

- 8.1. Consideration and possible action on approving the February 20, 2020 City Council meeting minutes.
- 8.2. Consideration and possible action on a resolution approving the proposed Wilco Ranch Phase 2 Section 1 Final Plat, 15.878 acres, more or less, of land, 84 residential lots, located at CR 119 at Limmer Loop.(Ashley Lumpkin)
- 8.3. Consideration and possible action on approving Resolution No. R-2020-132 authorizing the City Manager to accept the Infrastructure Improvements for the Cross Creek Phase 2 Subdivision. (Anthony Host)
- 8.4. Consideration and possible action on approving Resolution No. R-2020-133 authorizing the City Manager to accept the infrastructure improvements for the Brooklands Section 3 subdivision. (Anthony Host)
- 8.5. Consideration and possible action on Ordinance No. O-2020-033 accepting and approving Annual Service and Assessment Plan Update for Co-Op Public Improvement District. (Second Reading)(City Attorney)

A revised Resolution No. R-2020-133 for Consent Agenda item 8.4, Acceptance of Brooklands Infrastructure, Phase 3, was provided to Council by City Staff prior to the start of the December 3, 2020 City Council meeting.

Councilmember Gordon made a motion to approve consent agenda items as presented tabling item 8.5. Councilmember Martinez seconded the motion. The motion passed unanimously.

9. ORDINANCES

10. RESOLUTIONS

- 10.3. Consideration and possible action to approve Resolution No. R-2020-128 of the City of Hutto, Texas, ordering a special election to be held on March 6, 2021, for the purpose of filling a vacancy for Mayor; designating election day precincts and polling places; providing for early voting and election day voting; providing for performance of required administrative duties; making provisions for the conduct of such election; certifying provision of required accessible voting systems; and providing for other matters related to such election.

Councilmember Sutton made a motion to approve item 10.3 as presented. Councilmember Rose seconded the motion. The motion passed unanimously.

- 10.4. Consideration and possible action on Resolution No. R-2020-139 declaring the purported Separation Agreement of November 22, 2019 between Odis Jones and the City of Hutto void or alternatively, avoiding and rescinding the purported Separation Agreement and establishing an effective employment termination date. (City Attorney)

Councilmember Sutton made a motion to approve as presented with the word alternatively struck, added after the determination date of December 31, 2019.

Councilmember Rose seconded the motion.

Council convened into executive session at 7:23 PM.

Council reconvened into open session at 7:53 PM.

Councilmember Martinez would like to amend the motion to add back the word alternatively and remove the date December 31, 2019. Councilmember Thornton seconded the motion. The motion passed unanimously.

Councilmember Martinez made a motion to approve item 10.4 as presented. Councilmember Thornton seconded the motion. The motion passed unanimously.

Councilmember Rose made a motion to move item 11.3 up. Councilmember Martinez seconded the motion. The motion passed unanimously.

11.3. Presentation of Parks Annual Report.

Chairperson Perry Savard presented the report.

10.1. Consideration of a public hearing and possible action on a resolution approving the Landing Preliminary Plat, 46.017 acres, more or less, of land, 3 multifamily lots, located on Exchange Boulevard. (Ashley Lumpkin)

Public hearing opened: 8:33 PM

Public hearing closed: 8:33 PM

No one was present to speak during public hearing.

Councilmember Martinez made a motion to approve item 10.1 as recommended by the Planning and Zoning Commission. Councilmember Gordon seconded the motion. The motion passed (5:1) with Councilmember Sutton against.

10.2. Consideration and possible action to approve Resolution No. R- 2020-109 approving and authorizing the City Manager to execute a cost sharing agreement with Developer for The Bridge Community Church for the installation of an offsite wastewater line related to the Lakeside Estates Lift Station decommissioning project. (Samuel Ray).

Councilmember Martinez made a motion to approve item 10.2 as presented. Councilmember Rose seconded the motion. The motion passed unanimously.

11. OTHER BUSINESS

11.1. Discussion on Senior Tax Exemption.

Discussion ensued. Item will be brought back for further discussion and consideration.

- 11.2. Consideration of and possible appointments, re-appointments and/or removals to City Boards, Commissions, Task Forces, and Local Government Corporations. (City Secretary)

No action taken.

- 11.4. Consideration and possible action to excuse absences of Councilmember Martinez on September 17, 2020 and November 5, 2020.

Councilmember Gordon motion to approve item 11.4 as presented. Councilmember Thornton seconded the motion. The motion passed unanimously.

- 11.5. Discussion on the Brushy Creek Amphitheater.

Discussion ensued.

- 11.6. Lakeside Sidewalk Update/Solution. (Samuel Ray)

Discussion ensued.

12. EXECUTIVE SESSION: *Entered: 10:08 PM*

- 12.1. Receive legal advice pursuant to Texas Local Government Code Section 551.071 relating to the CO-OP Master Development Agreement executed August 17, 2017, as amended and ancillary agreements entered into pursuant to the CO-OP Master Development Agreement executed August 17, 2017, as amended.
- 12.2. Receive legal advice pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. - Kimley Horn invoices.

13. ACTION RELATIVE TO EXECUTIVE SESSION: *Reconvened: 11:20 PM*

- 13.1. Consider and possible action on legal advice pursuant to Texas Local Government Code Section 551.071 relating to the CO-OP Master Development Agreement executed August 17, 2017, as amended and ancillary agreements entered into pursuant to the CO-OP Master Development Agreement executed August 17, 2017, as amended.

- No action taken.

- 13.2. Possible action related to legal advice received pursuant to Texas Government Code Sec. 551.071 related to Pending Legal Requests, Potential Claims and City Council Legal Requests. - Kimley Horn invoices.

Councilmember Martinez made a motion to authorize the payment of the Kimley Horn invoices in an amount not to exceed \$825,839.50 from the taxable series 2019 Bonds for services and deliverables related to the projects authorized by those Bonds. Councilmember Gordon seconded the motion. The motion passed (5:1) with Councilmember Rose against.

**NOTE* Please see attached documentation for this item.*

14. ADJOURNMENT *11:25 PM*

ATTESTED:

Mike Snyder, Mayor Pro Tem

Holly Nagy, City Secretary

CITY OF HUTTO, TEXAS
ATTN: MISTI HANCOCK
500 W. LIVE OAK STREET
HUTTO, TX 78634

LEGACY PG DEVELOPMENT, LLC
ATTN: DAN LOWE
4717 CENTRAL STREET
KANSAS CITY, MO 64112

SUMMARY OF OUTSTANDING INVOICES AS OF 10/28/2020

This is not an invoice. It is a summary of outstanding invoices.
Please disregard this notice if you have already sent payment for the invoices referenced below.

Project	Project Name	Invoice Date	Invoice	Invoice Amount	Amount Received	Balance Due
Project Manager: KERBY, JONATHAN						
	HUTTO MIXED USE	11/30/19	064105015-1119	27,690.80	0.00	27,690.80
	HUTTO MIXED USE	12/31/19	064105015-1219	22,648.70	0.00	22,648.70
TOTAL FOR HUTTO MIXED USE OUTSTANDING INVOICES				50,339.50	0.00	50,339.50
	PERFECT GAME HUTTO	11/30/19	064105017-1119	185,500.00	0.00	185,500.00
	PERFECT GAME HUTTO	12/31/19	064105017-1219	390,000.00	0.00	390,000.00
	PERFECT GAME HUTTO	01/31/20	064105017-0120	200,000.00	0.00	200,000.00
TOTAL FOR PERFECT GAME HUTTO OUTSTANDING INVOICES				775,500.00	0.00	775,500.00
					TOTAL AMOUNT DUE	\$825,839.50

Payment Information

Please Send Payments to:

KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

For Electronic Payments:

ABA#: 121000248
Bank Name and Address: Wells Fargo Bank, N.A., San Francisco, CA 94163
Account Number: 207 308 915 9554
Account Name: Kimley-Horn and Associates, Inc.

Please be sure to include the project number(s) and invoice number(s) in the addenda records.

CITY OF HUTTO
ATTN: MICHAEL SORRELL
500 W. LIVE OAK STREET
HUTTO, TX 78634

Invoice No: 064105015-1119
Invoice Date: Nov 30, 2019
Invoice Amount: \$27,690.80

Project No: 064105015
Project Name: HUTTO MIXED USE
Project Manager: KERBY, JONATHAN

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through Nov 30, 2019

Federal Tax Id: 56-0885615

LUMP SUM

KHA Ref # 064105015.1-14284832

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
BOUNDARY, IMPROVEMENTS, & TOPO SURVEY	51,000.00	100.00%	51,000.00	51,000.00	0.00
DRAINAGE DUE DILIGENCE MEMO	5,500.00	100.00%	5,500.00	5,500.00	0.00
FRANCHISE UTILITY COORDINATION	4,000.00	100.00%	4,000.00	4,000.00	0.00
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS	5,000.00	100.00%	5,000.00	5,000.00	0.00
TRIP GENERATION, DISTRIBUTION, & ASSIGNMENT	2,500.00	100.00%	2,500.00	2,500.00	0.00
DATA COLLECTION	5,000.00	100.00%	5,000.00	5,000.00	0.00
CAPACITY ANALYSIS	11,000.00	80.00%	8,800.00	0.00	8,800.00
DOCUMENT STUDY RESULTS	5,000.00	80.00%	4,000.00	0.00	4,000.00
MEETINGS	4,000.00	60.00%	2,400.00	0.00	2,400.00
ADD'T'L MEETINGS, TXDOT COORD, & ADD'T'L COMMENT RESPONSE	7,500.00	30.00%	2,250.00	0.00	2,250.00
OFFICE EXPENSE (6%)	6,030.00	90.00%	5,427.00	4,380.00	1,047.00
Subtotal	106,530.00	90.00%	95,877.00	77,380.00	18,497.00
Total LUMP SUM					18,497.00

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
BOUNDARY, IMPROVEMENTS, & TOPO SURVEY	16,000.00	100.00%	16,000.00	16,000.00	0.00
OFFICE EXPENSE (6%)	960.00	100.00%	960.00	960.00	0.00
Subtotal	16,960.00	100.00%	16,960.00	16,960.00	0.00
Total LUMP SUM					0.00

CITY OF HUTTO
ATTN: MICHAEL SORRELL
500 W. LIVE OAK STREET
HUTTO, TX 78634

Invoice No: 064105015-1119
Invoice Date: Nov 30, 2019
Invoice Amount: \$27,690.80

Project No: 064105015
Project Name: HUTTO MIXED USE
Project Manager: KERBY, JONATHAN

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through Nov 30, 2019

Federal Tax Id: 56-0885615

HOURLY

KHA Ref # 064105015.2-15348131

Description	Amount Billed to Date	Previous Amount Billed	Current Amount Due
SITE PLANNING	10,000.00	10,000.00	0.00
ZONING PUD ASSISTANCE	8,660.00	490.00	8,170.00
MEETINGS; EXHIBITS	10,412.50	9,972.50	440.00
REIMBURSABLE EXPENSES	67.21	0.00	67.21
OFFICE EXPENSE	1,744.30	1,227.71	516.59
Subtotal	30,884.01	21,690.21	9,193.80
Total HOURLY			9,193.80

Total Invoice: \$27,690.80

CITY OF HUTTO, TEXAS
ATTN: MICHAEL SORRELL
500 W. LIVE OAK STREET
HUTTO, TX 78634

Invoice No: 064105015-1219
Invoice Date: Dec 31, 2019
Invoice Amount: \$22,648.70

Project No: 064105015
Project Name: HUTTO MIXED USE
Project Manager: KERBY, JONATHAN

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through Dec 31, 2019

Federal Tax Id: 56-0885615

LUMP SUM

KHA Ref # 064105015.1-15477593

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
BOUNDARY, IMPROVEMENTS, & TOPO SURVEY	51,000.00	100.00%	51,000.00	51,000.00	0.00
DRAINAGE DUE DILIGENCE MEMO	5,500.00	100.00%	5,500.00	5,500.00	0.00
FRANCHISE UTILITY COORDINATION	4,000.00	100.00%	4,000.00	4,000.00	0.00
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS	5,000.00	100.00%	5,000.00	5,000.00	0.00
TRIP GENERATION, DISTRIBUTION, & ASSIGNMENT	2,500.00	100.00%	2,500.00	2,500.00	0.00
DATA COLLECTION	5,000.00	100.00%	5,000.00	5,000.00	0.00
CAPACITY ANALYSIS	11,000.00	100.00%	11,000.00	8,800.00	2,200.00
DOCUMENT STUDY RESULTS	5,000.00	100.00%	5,000.00	4,000.00	1,000.00
MEETINGS	4,000.00	100.00%	4,000.00	2,400.00	1,600.00
ADD'L MEETINGS, TXDOT COORD. & ADD'L COMMENT RESPONSE	7,500.00	100.00%	7,500.00	2,250.00	5,250.00
OFFICE EXPENSE (6%)	6,030.00	100.00%	6,030.00	5,427.00	603.00
Subtotal	106,530.00	100.00%	106,530.00	95,877.00	10,653.00
Total LUMP SUM					10,653.00

LUMP SUM

KHA Ref # 064105015.L-15477592

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
BOUNDARY, IMPROVEMENTS, & TOPO SURVEY	16,000.00	100.00%	16,000.00	16,000.00	0.00
OFFICE EXPENSE (6%)	960.00	100.00%	960.00	960.00	0.00
Subtotal	16,960.00	100.00%	16,960.00	16,960.00	0.00
Total LUMP SUM					0.00

CITY OF HUTTO, TEXAS
ATTN: MICHAEL SORRELL
500 W. LIVE OAK STREET
HUTTO, TX 78634

Invoice No: 064105015-1219
Invoice Date: Dec 31, 2019
Invoice Amount: \$22,648.70

Project No: 064105015
Project Name: HUTTO MIXED USE
Project Manager: KERBY, JONATHAN

Please send payments to:

KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

For Services Rendered through Dec 31, 2019

Federal Tax Id: 56-0885615

HOURLY

KHA Ref # 064105015.2-15661166

Description	Amount Billed to Date	Previous Amount Billed	Current Amount Due
SITE PLANNING	10,000.00	10,000.00	0.00
ZONING PUD ASSISTANCE	20,000.00	8,660.00	11,340.00
MEETINGS; EXHIBITS	10,412.50	10,412.50	0.00
REIMBURSABLE EXPENSES	67.21	67.21	0.00
OFFICE EXPENSE	2,400.00	1,744.30	655.70
Subtotal	42,879.71	30,884.01	11,995.70
Total HOURLY			11,995.70

Total Invoice: \$22,648.70

LEGACY PG DEVELOPMENT, LLC
ATTN: DAN LOWE
4717 CENTRAL STREET
KANSAS CITY, MO 64112

Invoice No: 064105017-1119
Invoice Date: Nov 30, 2019
Invoice Amount: \$185,500.00

Project No: 064105017
Project Name: PERFECT GAME HUTTO
Project Manager: KERBY, JONATHAN

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

Federal Tax Id: 56-0885615

For Services Rendered through Nov 30, 2019

PHASE 1 AND OVERALL CIVIL

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
OPINION OF PROBABLE CONSTRUCTION COST	35,000.00	10.00%	3,500.00	0.00	3,500.00
RIGHT-OF-WAY ABANDONMENT ASSISTANCE	8,000.00	20.00%	1,600.00	0.00	1,600.00
CHAMPIONS AVENUE CIVIL ENGINEERING PLANS	57,000.00	10.00%	5,700.00	0.00	5,700.00
MAIN STREET CIVIL ENGINEERING PLANS	128,000.00	10.00%	12,800.00	0.00	12,800.00
ONSITE STORM WATER DETENTION FACILITY	23,500.00	9.79%	2,300.00	0.00	2,300.00
TEMPORARY CHANNEL & DETENTION DRAINAGE	41,000.00	10.00%	4,100.00	0.00	4,100.00
Subtotal	292,500.00	10.26%	30,000.00	0.00	30,000.00
Total LUMP SUM					30,000.00

MASS GRADING AND DRAINAGE STUDY

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
TOPOGRAPHIC SURVEY	13,000.00	100.00%	13,000.00	0.00	13,000.00
MASS GRADING AND OVERALL UTILITY PLANS	34,500.00	100.00%	34,500.00	0.00	34,500.00
DOWNSTREAM ASSESSMENT	26,000.00	100.00%	26,000.00	0.00	26,000.00
MEETINGS, EXHIBITS, ON-CALL SERVICES	12,000.00	100.00%	12,000.00	0.00	12,000.00
Subtotal	85,500.00	100.00%	85,500.00	0.00	85,500.00
Total LUMP SUM					85,500.00

PERFECT GAME ON-SITE CIVIL

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
ONSITE CIVIL ENGINEERING PG FIELDS (100 AC)	234,000.00	7.50%	17,550.00	0.00	17,550.00
MEETINGS, EXHIBITS, ON-CALL SERVICES	24,000.00	10.21%	2,450.00	0.00	2,450.00
Subtotal	258,000.00	7.75%	20,000.00	0.00	20,000.00
Total LUMP SUM					20,000.00

PERFECT GAME PLAYING FIELDS

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PLAYING FIELD MASTERPLAN/ PERF GOALS	16,000.00	100.00%	16,000.00	0.00	16,000.00
SCHEMATIC DESIGN	29,000.00	100.00%	29,000.00	0.00	29,000.00
MEETINGS/TEAM COORDINATION	43,000.00	11.63%	5,000.00	0.00	5,000.00
Subtotal	88,000.00	56.82%	50,000.00	0.00	50,000.00
Total LUMP SUM					50,000.00

Total Invoice: 185,500.00

If you have questions or concerns regarding this invoice, please call Sarah Meza at (972) 770-1308

LEGACY PG DEVELOPMENT, LLC
ATTN: DAN LOWE
4717 CENTRAL STREET
KANSAS CITY, MO 64112

Invoice No: 064105017-1219
Invoice Date: Dec 31, 2019
Invoice Amount: \$390,000.00

Project No: 064105017
Project Name: PERFECT GAME HUTTO
Project Manager: KERBY, JONATHAN

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

Federal Tax Id: 56-0885615

For Services Rendered through Dec 31, 2019

PHASE 1 AND OVERALL CIVIL

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
OPINION OF PROBABLE CONSTRUCTION COST	35,000.00	25.00%	8,750.00	3,500.00	5,250.00
RIGHT-OF-WAY ABANDONMENT ASSISTANCE	8,000.00	35.00%	2,800.00	1,600.00	1,200.00
CHAMPIONS AVENUE CIVIL ENGINEERING PLANS	57,000.00	25.00%	14,250.00	5,700.00	8,550.00
MAIN STREET CIVIL ENGINEERING PLANS	128,000.00	25.00%	32,000.00	12,800.00	19,200.00
ONSITE STORM WATER DETENTION FACILITY	23,500.00	30.00%	7,050.00	2,300.00	4,750.00
TEMPORARY CHANNEL & DETENTION DRAINAGE	41,000.00	30.00%	12,300.00	4,100.00	8,200.00
MEETINGS; EXHIBITS; ONCALL SERVICES.	36,000.00	24.92%	2,850.00	0.00	2,850.00
Subtotal	328,500.00	24.35%	80,000.00	30,000.00	50,000.00
Total LUMP SUM					50,000.00

PERFECT GAME ON-SITE CIVIL

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
OPINION OF PROBABLE CONSTRUCTION COST	8,750.00	50.00%	8,750.00	0.00	8,750.00
ONSITE CIVIL ENGINEERING PG FIELDS (100 AC)	234,000.00	40.50%	94,770.00	17,550.00	77,220.00
MEETINGS, EXHIBITS, ON-CALL SERVICES	24,000.00	21.79%	5,230.00	2,450.00	2,780.00
Subtotal	258,000.00	38.76%	100,000.00	20,000.00	80,000.00
Total LUMP SUM					80,000.00

PERFECT GAME PLAYING FIELDS

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PLAYING FIELD MASTERPLAN/ PERF GOALS	16,000.00	100.00%	16,000.00	16,000.00	0.00
SCHEMATIC DESIGN	29,000.00	100.00%	29,000.00	29,000.00	0.00
DESIGN DEVELOPMENT	134,000.00	100.00%	134,000.00	0.00	134,000.00
ISSUE FOR CONSTRUCTION DOCUMENTS	215,000.00	15.00%	32,250.00	0.00	32,250.00
MEETINGS/TEAM COORDINATION	43,000.00	36.40%	15,650.00	5,000.00	10,650.00
PLAYING FIELD FENCING	49,000.00	20.00%	9,800.00	0.00	9,800.00
PLAYING FIELD LIGHTING	148,000.00	20.00%	29,600.00	0.00	29,600.00
PLAYING FIELD STRUCTURES	62,500.00	20.00%	12,500.00	0.00	12,500.00
CHAMPIONSHIP FIELD SEATING	47,000.00	20.00%	9,400.00	0.00	9,400.00
SITE ELECTRICAL, AUDIO, VIDEO, LOW VOLTAGE	59,000.00	20.00%	11,800.00	0.00	11,800.00
Subtotal	802,500.00	28.27%	226,900.00	50,000.00	250,000.00
Total LUMP SUM					250,000.00

If you have questions or concerns regarding this invoice, please call Sarah Underwood at (972) 770-1308

LEGACY PG DEVELOPMENT, LLC
ATTN: DAN LOWE
4717 CENTRAL STREET
KANSAS CITY, MO 64112

Invoice No: 064105017-1219
Invoice Date: Dec 31, 2019
Invoice Amount: \$390,000.00

Project No: 064105017
Project Name: PERFECT GAME HUTTO
Project Manager: KERBY, JONATHAN

Client Reference:

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Federal Tax Id: 56-0885615

For Services Rendered through Dec 31, 2019

US 79 ROADWAY IMPROVEMENTS

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
DATA COLLECTION	4,200.00	100.00%	4,200.00	0.00	4,200.00
TOPOGRAPHIC SURVEY AND SUE	30,300.00	19.14%	5,800.00	0.00	5,800.00
					0.00
Subtotal	30,300.00	19.14%	5,800.00	0.00	10,000.00
Total LUMP SUM					10,000.00

Total Invoice: 390,000.00

If you have questions or concerns regarding this invoice, please call Sarah Underwood at (972) 770-1308

LEGACY PG DEVELOPMENT, LLC
ATTN: DAN LOWE
4717 CENTRAL STREET
KANSAS CITY, MO 64112

Invoice No: 064105017-0120
Invoice Date: Jan 31, 2019
Invoice Amount: \$200,000.00

Project No: 064105017
Project Name: PERFECT GAME HUTTO
Project Manager: KERBY, JONATHAN

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

Federal Tax Id: 56-0885615

For Services Rendered through Jan 31, 2020

PHASE 1 AND OVERALL CIVIL

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
OPINION OF PROBABLE CONSTRUCTION COST	35,000.00	40.00%	14,000.00	8,750.00	5,250.00
RIGHT-OF-WAY ABANDONMENT ASSISTANCE	8,000.00	90.00%	7,200.00	2,800.00	4,400.00
PRELIMINARY PLAT UP TO 10 LOTS	19,500.00	10.00%	1,950.00	0.00	1,950.00
CHAMPIONS AVENUE CIVIL ENGINEERING PLANS	57,000.00	35.00%	19,950.00	14,250.00	5,700.00
MAIN STREET CIVIL ENGINEERING PLANS	128,000.00	35.00%	44,800.00	32,000.00	12,800.00
ROUNDBOUT DESIGN	62,000.00	10.00%	6,200.00	0.00	6,200.00
ONSITE STORM WATER DETENTION FACILITY	23,500.00	40.00%	9,400.00	7,050.00	2,350.00
TEMPORARY CHANNEL & DETENTION DRAINAGE	41,000.00	40.00%	16,400.00	12,300.00	4,100.00
LANDSCAPE ARCH SITE PLANNING ASSISTANCE	10,000.00	10.00%	1,000.00	0.00	1,000.00
FRANCHISE UTILITY COORDINATION	18,000.00	10.00%	1,800.00	0.00	1,800.00
MEETINGS, EXHIBITS, ONCALL SERVICES.	36,000.00	17.50%	6,300.00	2,850.00	3,450.00
SUBMITTALS & PERMITTING	10,000.00	10.00%	1,000.00	0.00	1,000.00
Subtotal	448,000.00	28.79%	129,000.00	80,000.00	50,000.00
Total LUMP SUM					50,000.00

PERFECT GAME ON-SITE CIVIL

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
OPINION OF PROBABLE CONSTRUCTION COST	17,500.00	60.00%	10,500.00	8,750.00	1,750.00
ONSITE CIVIL ENGINEERING PG FIELDS (100 AC)	234,000.00	50.84%	118,970.00	94,770.00	24,200.00
MEETINGS, EXHIBITS, ON-CALL SERVICES	24,000.00	33.46%	8,030.00	5,230.00	2,800.00
SUBMITTALS & PERMITTING	10,000.00	30.00%	3,000.00	0.00	3,000.00
Subtotal	258,000.00	49.22%	127,000.00	100,000.00	30,000.00
Total LUMP SUM					30,000.00

PERFECT GAME LANDSCAPE ARCHITECTURE

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
SCHEMATIC DESIGN	25,000.00	28.00%	7,000.00	0.00	7,000.00
MEETINGS, EXHIBITS, ON-CALL SERVICES	20,000.00	15.00%	3,000.00	0.00	3,000.00
Subtotal	20,000.00	15.00%	3,000.00	0.00	10,000.00
Total LUMP SUM					10,000.00

If you have questions or concerns regarding this invoice, please call Sarah Underwood at (972) 770-1308



Invoice for Professional Services

LEGACY PG DEVELOPMENT, LLC
ATTN: DAN LOWE
4717 CENTRAL STREET
KANSAS CITY, MO 64112

Invoice No: 064105017-0120
Invoice Date: Jan 31, 2019
Invoice Amount: \$200,000.00

Project No: 064105017
Project Name: PERFECT GAME HUTTO
Project Manager: KERBY, JONATHAN

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 951640
DALLAS, TX 75395-1640

Client Reference:

Federal Tax Id: 56-0885615

For Services Rendered through Jan 31, 2020

PERFECT GAME PLAYING FIELDS

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PLAYING FIELD MASTERPLAN/ PERF GOALS	16,000.00	100.00%	16,000.00	16,000.00	0.00
SCHEMATIC DESIGN	29,000.00	100.00%	29,000.00	29,000.00	0.00
DESIGN DEVELOPMENT	134,000.00	100.00%	134,000.00	134,000.00	0.00
ISSUE FOR CONSTRUCTION DOCUMENTS	215,000.00	35.00%	75,250.00	32,250.00	43,000.00
MEETINGS/TEAM COORDINATION	43,000.00	41.45%	17,825.00	15,650.00	2,175.00
PLAYING FIELD FENCING	49,000.00	35.00%	17,150.00	9,800.00	7,350.00
PLAYING FIELD LIGHTING	148,000.00	35.00%	51,800.00	29,600.00	22,200.00
PLAYING FIELD STRUCTURES	62,500.00	35.00%	21,875.00	12,500.00	9,375.00
CHAMPIONSHIP FIELD SEATING	47,000.00	35.00%	16,450.00	9,400.00	7,050.00
SITE ELECTRICAL, AUDIO, VIDEO, LOW VOLTAGE	59,000.00	35.00%	20,650.00	11,800.00	8,850.00
Subtotal	802,500.00	33.90%	272,075.00	300,000.00	100,000.00
Total LUMP SUM					100,000.00

US 79 ROADWAY IMPROVEMENTS

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
DATA COLLECTION	4,200.00	100.00%	4,200.00	4,200.00	0.00
TOPOGRAPHIC SURVEY AND SUE	30,300.00	37.10%	11,240.00	5,800.00	5,440.00
PRELIMINARY 30% SCHEMATIC DESIGN	45,600.00	10.00%	4,560.00	0.00	4,560.00
Subtotal	79,900.00	20.82%	15,800.00	5,800.00	10,000.00
Total LUMP SUM					10,000.00

Total Invoice: 200,000.00

If you have questions or concerns regarding this invoice, please call Sarah Underwood at (972) 770-1308

ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 11th day of June, 2019 by and among Kimley-Horn and Associates, Inc. ("Kimley-Horn"); Wolverine Interests, LLC ("Client"); and the City of Hutto, Texas ("Hutto").

WHEREAS, Kimley-Horn has contracted with Client to perform certain professional services pursuant to various agreements attached hereto (the "Agreements"); and

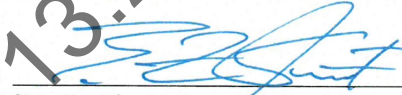
WHEREAS, Hutto desires to continue the project which is the subject of the Agreements and to direct Kimley-Horn to perform its services pursuant to the terms and conditions of the Agreements.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Client, with the consent of Kimley-Horn, hereby assigns to Hutto all of its rights, interests, and obligations in connection with the Agreements, and (a) Client hereby releases Kimley-Horn of all further obligations and liability of any kind in connection with the Agreements and (b) Kimley-Horn hereby releases Client of all further obligations and liability of any kind in connection with the Agreements.
2. Hutto agrees that it will perform all obligations of Client in the Agreements, included but not limited to payment of all Kimley-Horn's currently outstanding and future invoices.
3. Kimley-Horn agrees that it will be bound to Hutto to the same extent it is now bound to Client under the terms and conditions of the Agreements

IN WITNESS WHEREOF, Kimley-Horn, Client, and Hutto have caused this Assignment of Professional Services Agreements to be duly executed in their names by their duly authorized offices and their corporate seals to be affixed hereto, effective as of the date first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

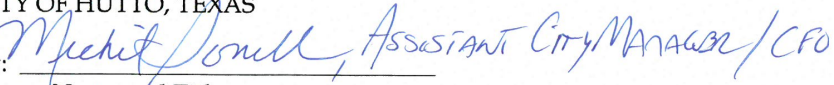
Eric Smith, Assistant Secretary

WOLVERINE INTERESTS, LLC

By: 

Jim Leslie, President

CITY OF HUTTO, TEXAS

By: 

Name and Title



Legacy Design Professional Agreement

THIS AGREEMENT is made as of the ____ day of November in the year 2019
(In words, indicate day, month and year)

BETWEEN the Design Professional's client identified as the Owner:

Legacy PG Development, LLC
4717 Central Street
Kansas City, MO 64112

and the Design Professional:

Kimley-Horn and Associates, Inc.
13455 Noel Drive, Ste 700
Dallas, TX 75240

And the City:

City of Hutto, TX
500 W Live Oak St
Hutto, TX 78634

The term "Design Professional" shall mean the professional firm, entity or individual named above. Depending on the scope of services, this may be an architect, civil engineer, landscape architect, graphic designer or other engineering consultant duly qualified (where) required by law to provide such services to Owner.

[NOTE: when the design professional listed above is not an architect, and the scope of services is other than for architectural services, it is understood that the word "Architect" (whenever used) shall mean "Design Professional" and the parties agree that the above design professional is not holding itself out as an architect, nor rendering architectural services]

For the following Project:

Professional services associated with the design and permitting of a Master Planned Mixed-Use project totaling approximately 294 acres in the City of Hutto, TX.

The Owner and Design Professional agree as follows.

ARTICLE 1 DESIGN PROFESSIONAL'S RESPONSIBILITIES

§ 1.1 The services performed by the Design Professional, Design Professional's employees and Design Professional's consultants shall be as enumerated in Articles 2, 3 and 12. Design Professional shall furnish at its expense all labor, materials, power, tools, equipment, and other items necessary to perform the Services, and shall obtain and pay for all permits, licenses, taxes, and other charges necessary to perform the Services. Design Professional shall not be obligated to perform those duties in sections of this Agreement that are not within the Scope of Services provided hereunder.

§ 1.2 The Design Professional's services shall be performed in a timely, competent, efficient and professional manner consistent with that level of skill, judgment and care ordinarily exercised by members of the professional currently practicing under similar conditions in the same geographic area. Within fourteen (14) days after the execution of this Agreement, the Design Professional shall submit directly to Owner, for the Owner's approval, a schedule for the performance of the Design Professional's services which may be adjusted as the Project proceeds. This schedule shall be submitted in Microsoft Project format and include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Design Professional or Owner. The approved schedule shall be addressed in each work letter and shall become a part of this Agreement even if preliminary.

§ 1.3 Representatives.

§ 1.3.1 The Design Professional shall designate a representative (the "Project Manager"), licensed in his or her profession and who is duly authorized to act on behalf of the Design Professional with respect to the Project. Aside from death, disability or termination of employment, such personal shall not be replaced or changed without Owner's written consent. In the event of temporary absence of Design Professional's Project Manager (due to illness or vacation) Design Professional shall appoint a substitute Project Manager familiar with the Project and authorized to bind Design Professional. For purposes of this Project and Agreement, the Project Manager is Jonathan Kerby, whose contact information is as follows:

Address: 13455 Noel Rd, Ste 700
Dallas, TX 75240
Phone: 972-770-1370
e-mail: jonathan.kerby@kimley-horn.com

§ 1.3.2 The Design Professional shall also designate a licensed professional of record, properly licensed in the State in which the Project is located as an architect, landscape architect, professional engineer or other profession as is appropriate to the Scope of Design Professional's services. Such professional's seal and signature shall be placed on all documents in accordance with applicable state licensing law when prepared by the Design Professional. For purposes of this Project, the licensed professional of record shall be Jonathan Kerby, subject to change with written approval of Owner.

§ 1.4 The Services covered by this Agreement are subject to the time limitations contained in Section 11.5.1. This Agreement shall be in effect from the Effective Date through completion of Services or for the specified period of time set forth in **the schedule identified in each work letter**, unless sooner terminated by Owner as provided in Article 8 below, or except to the extent any obligations hereunder are reserved for or required to be performed after completion of the Services (i.e. indemnification obligations). This Agreement shall not be construed as Owner being committed to contract for a stated volume of work during the term hereof; Owner reserves the right to contract with other architects and design professionals to perform similar services for other areas of work. The parties recognize that to the extent Design Professional's services commenced prior to execution of this Agreement, such work or services performed prior to the date hereof shall be deemed governed by and subject to the terms and conditions of this Agreement.

§ 1.5 Subconsultants.

§ 1.5.1 The Design Professional shall identify on **each work order letter** the names and identify the specialties of any persons or firms who the Design Professional intends to subcontract with in order to fulfill the Design Professional's responsibilities. All such professionals shall be licensed in their respective profession in the State in which the Project

is located and shall not be changed without the Owner's written consent. Any subconsultants who have not been selected as of the date of this Agreement shall be identified in writing to Owner and subject to Owner's approval. The Owner will promptly reply to the Design Professional if it has any objection. The Design Professional shall not contract with any subconsultant over whom the Owner has reasonable objection. The Design Professional's Fee shall be adjusted if the Owner's objection causes a replacement whose fees are different than the proposed subconsultant.

§ 1.5.3 The Owner's approval of any proposed subconsultant shall not constitute acceptance of defective services nor relieve the Design Professional of its responsibilities hereunder.

§ 1.5.4 The Design Professional shall require its subconsultants to carry and maintain the limits and types of insurance required in **Exhibit C**.

§ 1.6 Design Professional represents that it is duly authorized to practice its profession and to render the Services in the state in which the Project is located and that all professional documents, reports, drawings or specifications shall be sealed by a licensed professional authorized to practice in the Project state.

ARTICLE 2 SCOPE OF DESIGN PROFESSIONAL'S SERVICES

§ 2.1 DEFINITION

§ 2.1.1 Design Professional agrees to provide the professional services (referred to herein as "Services" or "Scope of Services") as described in **Exhibit B** attached hereto and incorporated herein by reference. Each Work Order Letter will become an Exhibit to this contract and appropriately assigned a number designated at "Exhibit B - #". The Scope of Services may from time to time be modified and/or expanded by incorporating Additional Services through the execution of **Exhibit G**, Authorization for Additional Services, attached hereto becoming an amendment to the "Exhibit B Work Order" letter of agreement. Both **Exhibit B** and **Exhibit G** shall be provided according to the project schedule (the "Preliminary Schedule"), which will be incorporated into each "Project Work Order Letter". Services shall include all other professional services provided for this Project by Design Professional by Work Order Letter of agreement or otherwise prior to the date of this Agreement, except that no other terms of any prior agreements, other than the scope of services shall be incorporated herein.

§ 2.1.2 In addition to the Services in **Exhibit A and B**, the Design Professional's Basic Services consist of those described in Sections 2.2 through 2.7 and any other services identified in Article 12 as part of Basic Services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Design Professional shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Design Professional shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Design Professional shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Design Professional shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 For small scale projects with a limited scope, formal submittals for the Schematic Design Phase will be waived.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Design Professional shall prepare, for approval by the Owner, Design Development Documents. Where the Design Professional is an architect, the Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 For small scale projects with a limited scope, formal submittals for the Design Development Phase will be waived.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Design Professional shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Design Professional shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

§ 2.4.3 The Design Professional shall assist the Owner by filing documents required for the approval of governmental authorities having jurisdiction over the Project. Owner shall be responsible for plan review fees paid to governmental authorities.

§ 2.4.3 Notwithstanding anything to the contrary in this Agreement, in the event the Design Professional fails to incorporate sufficient detail in the Construction Documents to enable the Contractor to determine the intended performance of the work or scope, the Design Professional will be responsible for revising the Construction Documents (at its own expense) to include such necessary detail, whether in connection with a Request for Information (RFI) submitted pursuant to **Exhibit H** or otherwise; and in the event the failure to supply such necessary detail causes an increase in the Contractor's contract time or contract sum, the Design Professional shall be responsible for such increased cost. No approval of the Construction Documents or any prior versions or phase thereof by Owner shall constitute a release or waiver of the foregoing obligations, nor an acceptance by Owner of any errors, omissions, or other lack of detail necessary for the Contractor to determine performance or cost of its work.

§ 2.5 BIDDING OR NEGOTIATION PHASE

§ 2.5.1 The Design Professional, following the Owner's approval of the Construction Documents, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.5.2 The terms on **Exhibit H** shall be incorporated into any Project Manual or specification book prepared by Design Professional. No changes may be made by Design Professional to the Project Manual without Owner's written approval. Design Professional shall not include any contrary or conflicting provisions in the Project Manual.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Design Professional's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and, terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Design Professional shall provide administration of the Contract for Construction (General and Supplementary Conditions) as set forth below and in **Exhibit H**, unless otherwise provided in this Agreement. Modifications made to the Contract for Construction (General and Supplementary Conditions) or **Exhibit H**, if or when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Design Professional.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Design Professional under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Design Professional, subject to approval of the Owner's lender (if required by loan documents).

§ 2.6.4 The Design Professional shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Design Professional shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Design Professional, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Design Professional in Article 12,

(1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Professional shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Design Professional shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Design Professional shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional shall be responsible for the Design Professional's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Design Professional shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 The Owner shall be entitled to communicate directly with the Contractor, or may choose to do so through the Design Professional about matters arising out of or relating to the Contract Documents. Communications by and with the Owner and the Design Professional's consultants shall be through the Design Professional unless such communications are with regard to services outside of Design Professional's Scope of Services. Owner may hire such consultants to perform services that are not within Design Professional's Scope of Services.

§ 2.6.9 Basic Services shall include evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom (regardless of which phase of Design Professional's services).

§ 2.6.10 The Design Professional shall within seven (7) days from receipt promptly review the Contractor's proposed Schedule of Values, make written recommendations or revisions (if any), and submit the same to the Owner for final review and approval.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 Within seven (7) days after receipt of the Contractor's Application for Payment, the Design Professional shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. If, however, there are circumstances or questions that require either additional information or a site visit to verify representations made by the Contractor, the Design Professional shall so inform both the Contractor and Owner in writing. In that case, the Design Professional shall make its recommendation and certification no later than seven (7) days after it receives the necessary information to verify the amounts and progress reported by the Contractor. The approved (or rejected) Application for Payment shall be submitted by the Design Professional to the Owner, with a copy to the Contractor. The provisions for submittal, review and certification of payment to the Contractor shall be as set out in the Contractor for Construction (or General and Supplementary Conditions).

§ 2.6.9.2 The Design Professional's certification for payment shall constitute a representation to the Owner, based on the Design Professional's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Design Professional.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to

payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 The Design Professional shall have authority to reject Work that does not conform to the Contract Documents. The Design Professional shall advise Owner prior to such rejection and give Owner the option to accept such condition (subject to a deductive Change Order) in lieu of correction. Whenever the Design Professional considers it necessary or advisable, the Design Professional shall advise the Owner that the Design Professional recommends either inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Professional to reject Work nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 The Design Professional shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Professional's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 The Design Professional shall not delegate any design functions to the Contractor in the Contract Documents without the Owner's express approval. If such design services are within Design Professional's scope, then Design Professional's fee shall be reduced accordingly. If approved by Owner, then whenever professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Design Professional shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Design Professional. The Design Professional shall review all Contractor designs on behalf of the Owner and shall verify that they were prepared by licensed professionals, sealed as required by law. The Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. It is understood that manufactured products and components such as piping, elevators, boilers, mechanical or electrical equipment and plumbing fixtures are not designed by the Design Professional but are selected from manufacturers' catalogs or materials and are traditionally merely selected, but not designed, by Design Professional; therefore, no prior Owner approval is required for that type of design delegation by Design Professional.

§ 2.6.13 The Design Professional shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Design Professional as provided in the Contract for Construction (or General and Supplementary Conditions) or in **Exhibit H**. Subject to Owner's prior written approval, Design Professional may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Design Professional shall conduct inspections to determine the date or dates of Substantial Completion and to determine the date of final completion. Design Professional shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Design Professional shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.

The Design Professional's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Design Professional shall make no such decision without first advising Owner of a request by Contractor and opportunity for Owner to provide Owner's position on the issue in question. Design Professional's decisions shall be advisory only and non-binding on the Owner and Contractor. The Owner reserves the right to make all final decisions in matters of Contractor's performance.

§ 2.6.16 Interpretations and decisions of the Design Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Design Professional shall render initial, non-binding decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents, including Design Professional matters relating to aesthetic effect.

§ 2.6.18 The Design Professional's decisions on claims, disputes or other matters in question between the Owner and Contractor, including those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and litigation as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2, 3.3 and 3.4 shall only be provided if authorized in advance, in writing by the Owner on a signed Authorization for Additional Services form, **Exhibit G**. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Design Professional's control, the Design Professional shall notify the Owner prior to commencing such services and seek Owner's written authorization. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Design Professional. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Design Professional shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Design Professional shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Design Professional, and the Design Professional shall be compensated therefor as agreed by the Owner and Design Professional. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Design Professional shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Design Professional as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making substantial revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with written approvals or written instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or

- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner. However, Design Professional shall give Owner prior notice of decisions that might impact on costs or schedule and which require a prompt decision in order to avoid additional costs.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives when such changes are initiated by the Owner or Contractor and not caused by Design Professional error or omission.

§ 3.3.4 For purposes of Section 3.3, it is anticipated that some changes in the design will occur as is anticipated in any project, and that minor revisions are included as Basic Services. Substantial revisions or significant changes in the Project are those that are abnormal, unanticipated, and involve multiple sheets of drawings and subconsultants. Design Professional shall make no claim for minor design changes requested by Owner during the design process.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work unless caused in whole or in part by the negligence of the Design Professional or its subconsultants.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Design Professional is party thereto or except when the Design Professional's services, design or documents are at issue. Design Professional shall cooperate with any valid subpoena issued for documents or testimony and Owner shall have no obligation to pay other than as required by law for a party subjected to a subpoena.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services for re-zoning, unless included in **Exhibit B**, Project Work Letter.

§ 3.4.10 Providing "detailed" estimates of Construction Cost.

§ 3.4.11 Providing "detailed" quantity surveys or inventories of material, equipment and labor. Nothing in this Section shall relieve Design Professional from performing basic reviews and assessments of work-in-place as part of Design Professional's certification of Contractor's Application for Payment.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.14 Providing services for planning tenant or rental spaces, unless included in **Exhibit B**, Project Work Letter.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation, unless included in **Exhibit B**, Project Work Letter.

§ 3.4.17 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work other than as stated in Section 2.7 for the one-year warranty inspection.

§ 3.4.18 Providing services of consultants for other than as set out in **Exhibit B**, Project Work Letter.

§ 3.4.19 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted practice by someone in Design Professional's profession.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide all criteria and full information as to Owner's requirements for the Services in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Design Professional, within 15 days after receipt of a written request, information necessary and relevant for the Design Professional to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner's Director of Architecture and Engineering is authorized to act on the Owner's behalf with respect to the Project. During the Construction Phase, the Owner shall identify an Owner's Representative who is also authorized to act on Owner's behalf. The Owner or such designated representative(s) shall render decisions in a timely manner pertaining to documents submitted by the Design Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

§ 4.4 If Owner provides Design Professional with a preliminary site plan, depicting proposed layout of improvements to the Property, Design Professional shall thoroughly review the site plan for compliance with applicable codes and make recommendations to Owner. Thereafter, Design Professional shall prepare the final site plan on its title block, sealed by Design Professional employed by the Design Professional and licensed in the project state. Design Professional shall be professionally responsible for the content of the final, sealed site plan.

§ 4.5 The Owner warrants that it is the legal owner of the Property on which Services are to be performed by Design Professional. The relationship of Owner and Design Professional is that of property owner and independent contractor

and no employer-employee relationship is hereby created. Neither Owner nor Design Professional shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship, but instead all the rights and duties of each party shall be limited to those provided in this Agreement for independent contractual services. Design Professional shall be solely responsible for the payment of all social security and unemployment taxes, wage withholding and any other requirements with respect to its employees.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Design Professional's Scope of Services, **Exhibit B**, when such services are requested by the Design Professional and are reasonably required by the scope of the Project.

§ 4.7 Except as stated below, the Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents. Design Professional shall advise Owner whether special inspections are required by applicable code, including the type and frequency of such inspections. Design Professional shall assist Owner in obtaining proposals from inspection professionals to perform special inspections. At Owner's option, Owner will either contract directly with the special inspection firm or will include such services as Additional Services to Design Professional's Scope of Services. In either case, Design Professional shall advise Owner on the timing of necessary special inspections and will coordinate such inspections with the special inspection firm and with the Contractor.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 Unless otherwise stated, the services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Design Professional shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner will provide reasonable access to the Property as necessary for Design Professional to perform the Services.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Design Professional.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Design Professional, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Design Professional and the Design Professional's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.1.4 The Project Budget will be identified in each project work letter for all components and improvements to be designed by the Design Professional.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, represent the Design Professional's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Design Professional nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive

bidding, market or negotiating conditions. Accordingly, the Design Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Design Professional.

§ 5.2.2 The fixed limit of Construction Cost is stated in Section 5.1.4, above and is a condition of this Agreement. The Design Professional shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction except to the extent such increase is caused by Design Professional's negligent act, error or omission.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Design Professional submits the final, sealed Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Design Professional and the Design Professional's consultants are Instruments of Service. Design Professional acknowledges that the design of the Project is critical to the business plan of Owner and plays an important role in its competitive advantage. As such, Design Professional acknowledges that any design developed by it and/or in conjunction with Owner's architectural staff is Confidential Information and shall be subject to the terms of Section 12.1 of this Agreement. Design Professional represents that designs prepared by it for this Project shall be original and not a reproduction of a prior project, unless authorized in writing by Owner.

§ 6.2 Upon completion of services and payment of all monies due to Design Professional, Owner shall be deemed the owner of all plans, specifications, renderings, models, sketches and other documents (the "Design Documents") prepared by Design Professional or its subconsultants under this Agreement, including the copyrights and patents therein, and including any Architectural Works in any medium of expression. All drawings and specifications prepared by Design Professional or its subconsultants shall bear a written notice of copyright which lists: 1) "Copyright"; 2) Owner's name; 3) the year in which such document was prepared. Design Professional shall include this same provision in all of its subcontracts.

§ 6.3 Design Professional and its subconsultants shall be permitted to use any standard details or specification sections which were not specially prepared for Owner or for this Project in the normal course of their business without any further permission of Owner.

§ 6.4 In the event that Owner re-uses any of the Design Documents for another project, in whole or in part, without Design Professional's direct professional involvement, Owner agrees that it: 1) will remove Design Professional's name and seals; 2) will hire other professionals to revise or adapt such Design Documents as necessary; and 3) will indemnify and defend Design Professional from any suit, damage or loss resulting solely from such re-use of the Design Documents.

§ 6.5 As Additional Services, the Design Professional shall, upon request, assist the Owner in registering its copyrights in the documents and any Architectural Works.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.0 PRELIMINARY PROCEDURES

§ 7.0.1 The parties agree to attempt to resolve all disputes amicably prior to any formal dispute resolution. The Design Professional's designated representative shall meet with the Owner's designated representative and attempt resolution within thirty days (30) after either party first makes written claim to the other. If such designated representatives cannot negotiate an acceptable settlement, then the claim shall be referred to the President of the Design Professional and the Managing Member of the Owner, who shall meet within fourteen (14) days after notice that the representatives have been unsuccessful. These preliminary procedures are a condition precedent to mediation or litigation.

§ 7.0.2 During resolution of any dispute, the Design Professional agrees to continue performance of the Services and shall proceed in accordance with the directives of the Owner pending resolution. Failure to so proceed shall constitute a material breach of this Agreement, regardless of the ultimate decision on the dispute, it being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the work, unless agreed to in writing by Owner.

§ 7.0.3 No disputes under this Agreement are subject to arbitration.

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement not resolved informally shall be subject to mediation as a condition precedent to any formal law suit. If such matter relates to or is the subject of a lien arising out of the Design Professional's services, the Design Professional may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Design Professional shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, by a mediator jointly selected by the parties. If the parties are not able to reach agreement on an acceptable mediator, then either party may request appointment of a mediator in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a lawsuit but, in such event, mediation shall proceed in advance of any legal or equitable proceedings except for an injunction or other emergency relief, which action shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any mediation filing fees equally. The mediation shall be held in in which the project is located unless another location is mutually agreed upon. Mediation may involve other third parties whose presence is deemed necessary to resolution of the dispute. In the event of multi-party mediation, the mediator's fee shall be shared equally among all parties participating. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof as any other type of contract.

§ 7.2 LITIGATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be litigated in the courts in which the project is located, or as mutually agreed between Design Professional and Owner. Prior to any such litigation, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

§ 7.2.2 If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable costs and expenses, including reasonable attorneys' fees and court costs. A "prevailing party" is one that recovers more than 85% of what was sought, or successfully defends over 85% of an affirmative claim against it.

§ 7.2.3 Design Professional agrees that Design Professional shall look solely to the interest of Owner in the Property identified on the first page of this Agreement as the Project, above, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner upon a default or breach by Owner with respect to any of the terms and provisions of this Agreement and that no other assets of Owner shall be subject to levy, execution or other judicial process for the satisfaction of Design Professional's claim.

§ 7.3 INDEMNIFICATION

§ 7.3.1 To the fullest extent permitted by law, Design Professional shall indemnify and hold harmless Owner and its employees and representatives from and against all costs, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all other reasonable costs and expenses arising out of, in connection with, or resulting from Design Professional's performance of the Services under this Agreement, but only to the extent caused by the negligence or breach of contract by Design Professional, its employees, sub-Design Professionals or others for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to Design Professional. Design Professional's obligations under this Section 7.3 shall survive the expiration or termination of this Agreement.

§ 7.3.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design Professional and its employees and representatives from and against all costs, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all other reasonable costs and expenses arising out of, in connection with, or resulting from Owner's performance of the Services under this Agreement, but only to the extent caused by the negligence or breach of contract by Owner, its employees, or others for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to Design Professional. Design Professional's obligations under this Section 7.3 shall survive the expiration or termination of this Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Design Professional in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design Professional's option, cause for suspension of performance of services under this Agreement. If the Design Professional elects to suspend services, prior to suspension of services, the Design Professional shall give seven days' written notice to the Owner. In the event of a suspension of services, the Design Professional shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Design Professional shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design Professional's services. The Design Professional's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Design Professional shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Design Professional shall be compensated for expenses incurred in the interruption and resumption of the Design Professional's services. The Design Professional's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Project is suspended or the Design Professional's services are suspended for more than 90 consecutive days, the Design Professional may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated for cause by either party upon not less than seven (7) days' written notice (the "Default Notice") should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Default Notice shall specify the nature of the default and requiring that the default be cured within such seven (7) period.

§ 8.5 This Agreement may be terminated by the Owner upon not less than five (5) days' written notice to the Design Professional for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Design Professional, Design Professional shall be paid for the Services rendered to the date of termination, but no payment shall be made for lost or anticipated profits or other direct, incidental or consequential damages. Following termination under Subsections 8.5, and except as provided in Section 7.3, Indemnity, both parties are relieved of all future obligations under this Agreement for matters arising or accruing after the date of termination.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the State where the Property is located, without regard to choice of law provisions.

§ 9.2 Unless otherwise defined herein, to the extent applicable, capitalized terms in this Agreement shall have the same meaning as those in the Contract for Construction (or General and Supplementary Conditions) or in Exhibit H. In the event of a conflict between any provision of this Agreement and anything in the Exhibits attached hereto or in any of Design Professional's documents, contracts, proposals, estimates or specifications, the terms and conditions of this Agreement shall prevail.

§ 9.3 This Agreement is acknowledged by the parties as the complete text of their mutual covenants and understanding, superseding all prior understandings which may differ from this Agreement. No change, waiver, or modification of the terms of this Agreement shall be binding unless in writing and signed by Owner and Design Professional.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Design Professional waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Design Professional, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Design Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of each of the parties. Neither the Owner nor the Design Professional shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project or to any purchaser of the Property. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Design Professional shall execute all consents reasonably required to facilitate such assignment. Other than those subconsultants identified in Exhibit E, attached, Design Professional shall not further assign, delegate or transfer its respective duties or interests in this Agreement without the prior written consent of Owner. No assignment shall relieve Design Professional of its obligations under this Agreement.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Design Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Professional. Services provided by Design Professional prior to obtaining Owner's written Authorization for Additional Services are at the risk and cost of the Design Professional. Any change in the terms and conditions of this Agreement including, but not limited to, a change in scope, fee, expenses or schedule shall not be effective unless such change is in writing and signed by Owner. For a change in scope consisting of Additional Services, Design Professional shall use the form attached to this Agreement as Exhibit G, titled "Authorization for Additional Services". No additional compensation shall be due to Design Professional without such written and signed authorization. Exhibit B shall include an Hourly Rate Schedule for Design Professional and its subconsultants, which rates shall be used for Additional Services unless the parties agree on a lump sum. When the Hourly Rate Schedule is utilized, the Design Professional shall provide Owner with a Guaranteed Maximum (not-to-exceed) Price, subject to Owner's approval.

§ 9.7 If one or more provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall not be affected and shall be construed as if the invalid or unenforceable provision had never been contained in this Agreement. None of the provisions of this Agreement shall be construed for or against either party by reason of authorship or alleged authorship or for any other reason.

§ 9.8 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design Professional.

§ 9.9 Unless otherwise provided in this Agreement, the Design Professional and Design Professional's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 9.10 After Final Completion, the Design Professional shall have the right to include photographic or artistic representations of the design of the Project among the Design Professional's promotional and professional materials. The Project shall be identified in such materials as a LEGACY Development project. Copies of such promotional materials shall be furnished to Owner upon request. The Design Professional shall be given reasonable access to the completed Project to make such representations. However, the Design Professional's materials shall not include the Owner's Confidential Information, as described in Section 12.1, below. If the Project is not built, Design Professional may not include any representation of it in Design Professional's marketing or other public materials without Owner's written consent. The Owner shall provide professional credit for the Design Professional in the Owner's promotional materials for the Project provided Design Professional completes its services without any termination or litigation.

§ 9.11 If the Owner requests the Design Professional to execute non-standard certificates, the proposed language of such certificates shall be submitted to the Design Professional for review at least 14 days prior to the requested dates of execution. The Design Professional shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 9.12 **Insurance Coverage.** Prior to performing any of the Services, Design Professional shall obtain and keep in force, at its sole expense, insurance in the amounts and types as specified in Exhibit C, attached hereto and incorporated herein by reference, and shall provide to Owner within ten (10) business days of execution of this Agreement a copy of the certificate, binder, declarations page or other satisfactory evidence for such insurance.

§ 9.13 **Notices.** All notices, consents, approvals, requests, demands, and other communications (collectively, "Notice(s)") which may or are required to be sent, delivered, given or obtained pursuant to the terms of this Agreement shall be in writing and shall be given either by hand delivery, by prepaid United States certified mail, or by a reputable overnight delivery service that guarantees next day delivery and provides a receipt. All Notices shall be addressed to the parties at their respective addresses set forth on the first page of this Agreement, as same may be changed from time to time. Either party may, by Notice in the manner provided above, change its address for all subsequent Notices. All Notices given by certified mail shall be deemed given two (2) business days after they are so mailed. All Notices given by overnight delivery or hand delivery shall be deemed given on delivery. A party's failure or refusal to accept service of a Notice will constitute delivery of the Notice.

ARTICLE 10 PAYMENTS TO THE DESIGN PROFESSIONAL

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Design Professional's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Design Professional and Design Professional's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 authorized out-of-town travel and subsistence, and electronic communications. No travel is chargeable to Owner by Design Professional without prior written approval by Owner and an estimate of the maximum cost to be incurred as Reimbursable Expenses. Local travel is a justifiable expense and is part of reimbursable expenses for performing the work;
- .2 fees paid to governmental agencies to secure approval of authorities having jurisdiction over the Project;
- .3 reproductions, postage, handling and delivery of Instruments of Service;
- .4 renderings, models and mock-ups requested by the Owner;
- .5 reimbursable expenses as designated in Article 12;

.6 other similar direct Project-related expenditures approved by Owner.

§ 10.2.2 The cost of printing of the bid sets of Contract Documents shall not be included in the Design Professional's contract and paid for by the Owner. Design Professional shall coordinate with Owner to furnish documents in reproducible format to Owner's selected printing vendor.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 Design Professional shall pay its subconsultants in a timely manner, within seven (7) days from receipt of payment from Owner, unless required to do so sooner by applicable law.

§ 10.3.2 Payments for Basic Services shall be made as stated in Section 11.5.2 and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2, unless some other frequency and method is agreed to elsewhere.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Design Professional, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Design Professional's Additional Services and for Reimbursable Expenses shall be made within forty-five (45) days of receipt by Owner of the Design Professional's statement of services rendered or expenses incurred. This invoice shall be part of Design Professional's monthly billing for Basic Services, but shall be separately itemized and designated as Additional Services and Reimbursable Expenses.

§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Design Professional's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Design Professional may be liable. Owner has the right to withhold from amounts then or thereafter due the Design Professional, such sums are claimed as damages to Owner on this or any other Project, where such damages are caused, or alleged to be caused, by Design Professional. Design Professional may post a bond, letter of credit or escrow account in such sum as will adequately protect Owner on terms acceptable to Owner in lieu of having fees withheld by Owner.

§ 10.6 DESIGN PROFESSIONAL'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Design Professional as follows:

§ 11.1 Owner shall pay Design Professional for the Services and Reimbursable Expenses (as defined below) as set forth in **Exhibit B** attached hereto and incorporated herein by reference.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in **Exhibit B**.

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed in accordance with the Payment Terms in **Exhibit B**, attached.

§ 11.3.2 For all other Additional Services of the Design Professional, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, payment shall be in accordance with the Payment Terms in **Exhibit B**, attached.

§ 11.3.3 For Additional Services of Consultants, a multiple of one (1.0) times the amounts billed to the Design Professional for such services.

§ 11.4 REIMBURSABLE EXPENSES

§ 11.4.1 "Reimbursable Expenses" shall mean the actual documented expenses incurred by Design Professional or Design Professional's subconsultants directly or indirectly in connection with the Project. Without the prior written approval of Owner, Design Professional's Reimbursable Expenses shall not exceed the sum of three percent (3.0%) of the Design Professional's Compensation for Basic Services, in the aggregate, in accordance with the Payment Terms in Exhibit B, attached.

§ 11.4.2 For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one point one (1.1) times the expenses incurred by the Design Professional, the Design Professional's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 Payments are due and payable forty-five (45) days from the date of the Design Professional's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below
(Insert rate of interest agreed upon.)

ten percent (10%) per annum from said forty-fifth day, regardless of any higher rate allowed by law.

§ 11.5.2 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Design Professional.

§ 11.5.3 The acceptance of final payment by Design Professional shall constitute a full release, discharge and waiver of all rights and claims that Design Professional may have against Owner or its Property under applicable common and statutory law. Upon receipt of final payment, Design Professional shall, upon the request of Owner, execute and deliver to Owner the Waiver and Release of Lien attached hereto as Exhibit D and incorporated herein by reference.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

§ 12.1 Confidentiality.

§ 12.1.1 Design Professional acknowledges that (a) while providing the Services to Owner, Design Professional may be afforded access to Confidential Information (as defined below); (b) public disclosure of such Confidential Information could have an adverse effect on Owner and its business; and (c) the provisions of this Section 12.1 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information. The term "Confidential Information" shall mean any and all trade secrets concerning the business and affairs of Owner and its affiliates, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, tenant names, current and anticipated customer requirements, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures, and designs (and related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information), and any other information, information concerning the business and affairs of Owner and its affiliates (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials), however documented. Design Professional hereby agrees to hold in confidence the Confidential Information and will not use or disclose it to any person except with the specific prior written consent of Owner or except as otherwise expressly permitted by the terms of this Agreement.

§ 12.1.2 Design Professional shall not show the name of any tenant for any space or building on any drawings, plans, elevations, renderings or other documents without the express written approval of the Owner.

§ 12.2 Mechanic's Liens.

§ 12.2.1 If a mechanic's lien has been filed against the Property ("Lien") by Design Professional or a subconsultant to

the Design Professional (i) for which Design Professional has already received payment from Owner and (ii) which Lien has not been released or bonded over by Design Professional within ten (10) days following written notice from Owner of such Lien, Design Professional hereby authorizes and consents to an automatic reduction to the Contract Price ("Deduct Amount") by 150% of the Lien amount. Following such automatic Deduct Amount, that Owner shall, at its option and sole discretion, have the right to: (i) place all or a portion of the Deduct Amount in escrow with a title company and subsequently pay the Lien to the Lien claimant, including all accrued interest and penalties; or (ii) immediately pay the Lien amount, including all accrued interest to the Lien claimant. Design Professional shall be liable for Owner's attorney's fees incurred as a result of such Lien, which fees may be paid out of the Deduct Amount.

§ 12.2.2 Design Professional shall have the right to contest and defend the Owner, Owner's lender and others reasonably requested by Owner, at Design Professional's sole expense, from and against any such Lien which Design Professional contests in good faith. If Design Professional identifies qualified legal counsel to provide such defense and specifies the good faith reason to dispute the Lien, then Owner agrees to hold the Deduct Amount in escrow and not to exercise Owner's right to pay the Lien pending resolution of such Lien claim and dispute. The Deduct Amount is for Owner's sole protection and is not for the benefit of Design Professional. Owner may apply the Deduct Amount in whole or in part to offset Owner's legal costs and to protect itself and its lender against the risk of having to pay twice for Work for which Design Professional has been paid and for improper claims asserted by Lien claimants. Design Professional agrees and acknowledges that the Deduct Amount, including any amount above the Lien amount paid, including all interest and penalties, shall be retained by Owner until the satisfactory resolution of such Lien without risk to Owner or Owner's property.

§ 12.3 Codes. Design Professional shall design the Project to be in compliance with applicable laws, codes and ordinances, including, but not limited to, the Americans with Disabilities Act (ADA) and any similar state and local accessibility laws, where applicable.

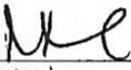
§ 12.4 Exhibits. The following Exhibits are attached hereto and are incorporated herein by this reference.

- Exhibit A. Scope of Services
- Exhibit B. Project Work Letter (attached per project)
- Exhibit C. Insurance Requirements
- Exhibit D. Waiver and Release of Liens
- Exhibit E. Not Used
- Exhibit F. Not Used
- Exhibit G. Authorization for Additional Services
- Exhibit H. RFI and Related Terms
- Exhibit I. Not Used
- Exhibit J.. Not Used

This Agreement entered into as of the day and year first written above.

OWNER

Legacy PG Development, LLC., and its assigns


(Signature)
[Redacted]
(Printed name and title)

DESIGN PROFESSIONAL

Kimly-Horn and Associates, Inc.


(Signature)
Scott R. Arnold, Vice President
(Printed name and title)

CITY

City of Hutto, TX


(Signature)
[Redacted]
(Printed name and title)
Odys Jones, City Manager

Exhibit A

Scope of Services

Engineering Services. Engineering Services will be provided as referenced in the following design service proposal.

Construction Administration. Design Professional shall administer the Contract for Construction in accordance with the A201 General Conditions of the Contract for Construction, 2017 edition, as modified by Owner, which is incorporated herein by this reference.

Supplementary Conditions. The terms on Exhibit H are to be incorporated into any Project Manual or specification book prepared by Design Professional. No changes may be made by Design Professional to those terms without Owner's written approval. Design Professional shall not include any contrary or conflicting provisions in the Project Manual.

Item 13.2 Attachments (12/3/20 CC Mtg)



November 19, 2019

Mr. Dan Lowe
Managing Partner
Legacy PG Development, LLC
4717 Central Street
Kansas City, Missouri 64112

Mr. Odis Jones
CEO/City Manager
City of Hutto, Texas
500 W Live Oak Street
Hutto, Texas 78634

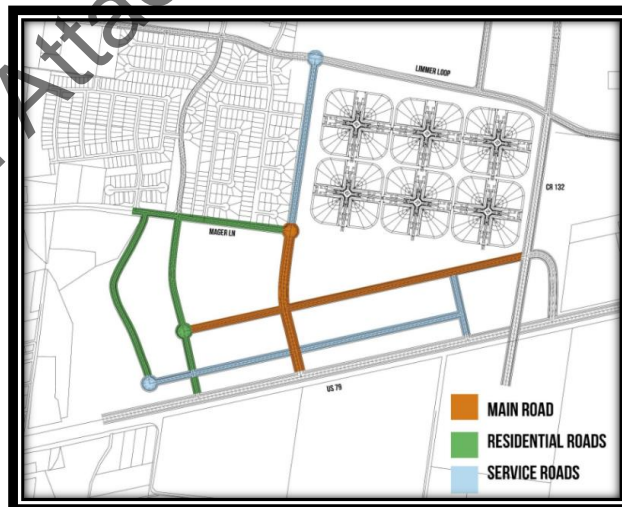
**Re: Agreement for Professional Services
+/- 294-acre Multi-Use Project
NWC US-79 & CR 132
City of Hutto, Texas**

Dear Mr. Lowe and Mr. Jones:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "KH" or "Consultant"), is pleased to submit this letter agreement (the "Agreement") to Legacy PG Development, LLC and the City of Hutto, Texas ("Client") for professional services related to the proposed +/- 294-acre multi-use development in the City of Hutto, Texas. Our project understanding, scope of services, and fee are presented below.

PROJECT UNDERSTANDING

Client, on behalf of the City of Hutto, Texas, is developing the subject site and has requested Kimley-Horn provide this Professional Services Agreement associated with the design and permitting of the tracts totaling approximately 294-acres. It is Kimley-Horn's understanding that rezoning will be required. The rezoning of the site is being done in conjunction with the City of Hutto and Kimley-Horn, under a separate agreement.



kimley-horn.com

13455 Noel Drive, Two Galleria Office Tower, Ste 700, Dallas, TX 75240

972 770 1300

SCOPE OF SERVICES

The tasks outlined below are broken out into separate series for the professional services to be provided by Kimley-Horn for the various components of the project. The scope of services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated. The scope of services described for Hourly (HR) tasks have a projected budget amount indicated. Actual invoiced amount for Hourly tasks will be based on the effort required to complete the task. Hourly effort will be invoiced per our attached hourly rate schedule in affect at the time the services are provided.

100 SERIES: OVERALL SITE SCOPE

The below tasks are for the overall 294-acre site. Phase 1 tasks follow in the Phase 1 section of this agreement.

Task 101 Engineer's Opinion of Probable Construction Costs (OPCC) \$ 35,000 (LS)

Kimley-Horn will prepare an OPCC of the civil on-site improvements, the future civil infrastructure improvements, and the anticipated off-site improvements. The deliverable for this task will be one spreadsheet in PDF format. Kimley-Horn will work with the Client to determine landscape, hardscape, lighting, signage, wayfinding and enhanced area(s) allowances. This task assumes a maximum of four iterations to the OPCC.

Task 102 Right-of-Way (ROW) Abandonment Assistance \$ 8,000 (LS)

Kimley-Horn will prepare one ROW Abandonment Exhibit each for the portions of CR-132 and Mager Lane to be abandoned as part of this project. This task includes preparing the submittal document to the City and addressing two rounds of reasonable review comments. Additionally, this task includes coordinating with the various utility companies that the City of Hutto reported may have facilities located in the ROW. We will request they abandon their facilities, remove their facilities, and abandon any underlying easement remaining in the ROW, and/or submit their release to the City for the abandonment. Any necessary or required relocations of existing facilities located in the ROW are not covered under this task.

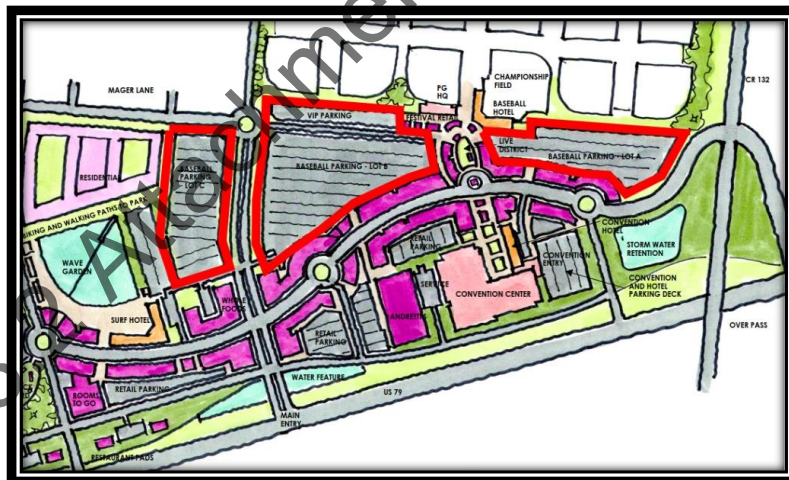
Task 103 Preliminary Plat – Up to 20 lots \$ 19,500 (LS)

Kimley-Horn will prepare a Preliminary-Final Plat for subject property in general accordance with current published City criteria. Kimley-Horn will submit the Plat to the City Planning Department for review and comment. The effort for this task includes preparation of the Plat and the application package, addressing one (1) round of ordinary and reasonable simultaneous review comments from the City and Client, attendance at one (1) Planning and Zoning Commission meeting to be considered for approval. Response to additional rounds of plan review comments and resubmission of the plans will be considered beyond the scope of this task and will be billed per the Approvals task below.

Task 104	Final Plat – Up to 15 lots	\$ 24,500 (Lump Sum, Taxable)
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This task also includes survey field crew time to set final boundary corners one time only. This task does not include preparation of any off-site easements but can be provided as an Additional Service. As required by Texas law, the effort included in this task is subject to state sales tax.

Task 105	On-Site Civil Engineering – Parking Lots	\$ 96,500 (LS)
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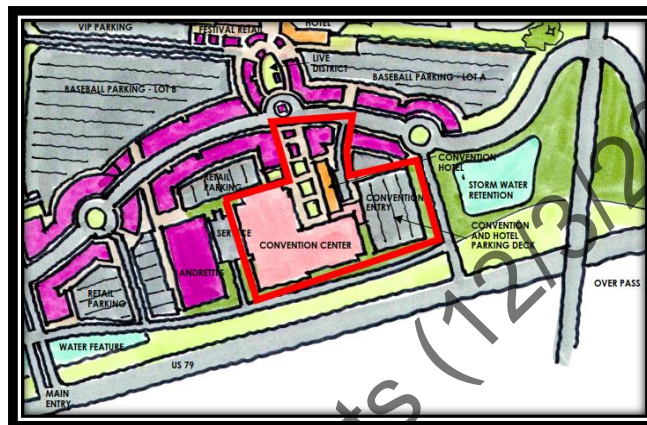
A. Cover Sheet – Showing sheet index, project location map, contact information, and plan submittal and review log.

- B. General Notes – Showing general notes related to proposed construction based on jurisdictional standards.
- C. Dimension Control Plan - Showing the parking locations with the property boundary with dimensional ties for building pads, parking, and adjacent roadway(s).
- D. Paving and Striping Plan - Showing proposed paving type for parking areas, fire lanes and drives based upon recommendations in the Geotechnical report provided by the Client. This plan will show handicap parking signage and ADA routes
- E. Grading Plan - Showing proposed finished elevations and, as applicable, spot elevations and one-foot contours for public sidewalks, drives, and parking areas. Detailed grading of landscape areas will be coordinated with, but designed by, the landscape architect. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by Kimley-Horn or others under a separate agreement with the Client.
- F. Water and Wastewater Plan: Showing on-site water and wastewater plan layouts and wastewater profiles.
- G. Drainage Area Map with Calculations - Showing existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site to be used as the basis for drainage system sizing and layout. Landscaped areas will be shown as individual drainage areas for sizing of a receiving pipe. Small drainage areas for each individual landscape drain will not be shown and will be designed by the Landscape Architect.
- H. Storm Drainage Plan – Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. If provided in a timely manner, KH will coordinate design and location of area drains with the Landscape Architect and design a pipe system to collect the area drains; if not provided in a timely manner KH will stub out a pipe for the Landscape Architect to connect the drainage system they design.
- I. Franchise Utility Plan – Showing the general layout of franchise utilities on-site. Reference Franchise Utility Coordination task.
- J. Erosion Control Plan - Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.
- K. Construction Details - Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by KH, construction details for certain site civil engineering improvements will be included in the plan set.

This task includes preparation of plans and revisions based on two rounds of simultaneous City and Client comments. Effort to respond to additional review comments is included in the Submittals and Permitting task described below.

Task 106 On-Site Civil Engineering – Convention Center

\$ 77,000 (LS)



Kimley-Horn will prepare on-site civil engineering plans consisting of the following:

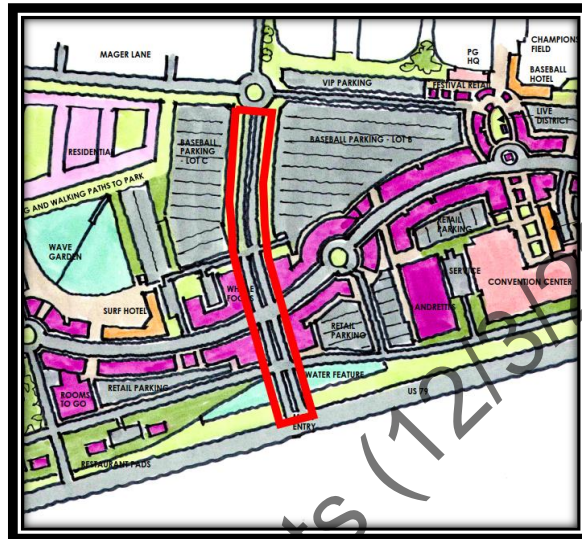
- A. Cover Sheet – Showing sheet index, project location map, contact information, and plan submittal and review log.
- B. General Notes – Showing general notes related to proposed construction based on jurisdictional standards.
- C. Dimension Control Plan - Showing the Convention center building and parking deck locations (provided by architect) with the property boundary with dimensional ties for building pads, parking, and adjacent roadway(s).
- D. Paving and Striping Plan - Showing proposed paving type for parking areas, fire lanes and drives based upon recommendations in the Geotechnical report provided by the Client. This plan will show handicap parking signage and the ADA route.
- E. Grading Plan - Showing proposed finished pad elevations and, as applicable, spot elevations and one-foot contours for public sidewalks, drives, and parking areas. Detailed grading of landscape areas will be coordinated with, but designed by, the landscape architect. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by Kimley-Horn or others under a separate agreement with the Client.

- F. Water and Wastewater Plan: Showing on-site water and wastewater plan layouts and wastewater profiles.
- G. Drainage Area Map with Calculations - Showing existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site to be used as the basis for drainage system sizing and layout. Landscaped areas will be shown as individual drainage areas for sizing of a receiving pipe. Small drainage areas for each individual landscape drain will not be shown and will be designed by the Landscape Architect.
- H. Storm Drainage Plan – Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. The plan will also show private storm drain to collect roof downspouts, for which the pipe size will be determined by the MEP engineer. If provided in a timely manner, KH will coordinate design and location of area drains with the Landscape Architect and design a pipe system to collect the area drains; if not provided in a timely manner KH will stub out a pipe for the Landscape Architect to connect the drainage system they design.
- I. Franchise Utility Plan – Showing the general layout of franchise utilities on-site. Reference Franchise Utility Coordination task.
- J. Erosion Control Plan - Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.
- K. Construction Details - Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by KH, construction details for certain site civil engineering improvements will be included in the plan set.

This task includes preparation of plans and revisions based on two rounds of simultaneous City and Client comments. Effort to respond to additional review comments is included in the Submittals and Permitting task described below.

Task 107 Champions Avenue Civil Engineering Plans (+/- 1,700 LF)

\$ 57,000 (LS)



Kimley-Horn will prepare civil engineering plans for Champions Avenue in general accordance with current published City design requirements. It is anticipated the plans will include the following items:

- Cover Sheet;
- General Notes;
- Dimension Control Plan;
- Water, Sanitary Sewer, Storm Drainage plans
- Paving Plan and Profiles;
- Erosion Control Plan;
- Traffic Control Plan
- Miscellaneous Details.

This task assumes the following:

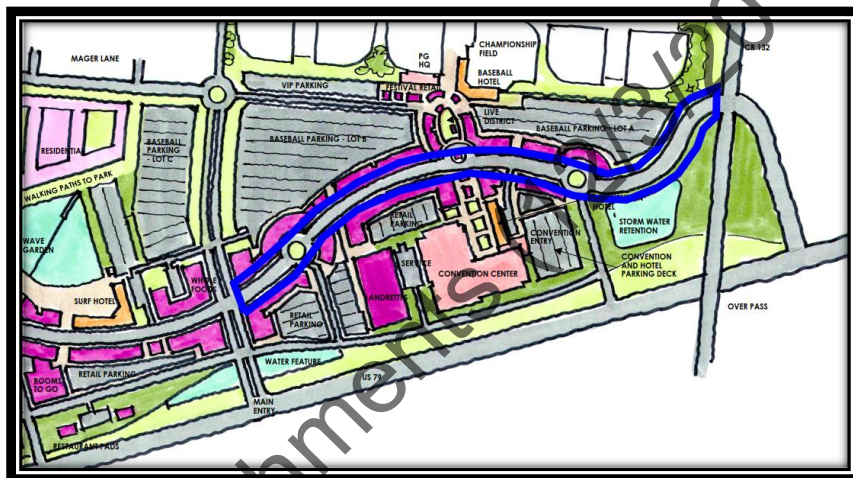
- All site lighting and all site signage will be provided by others;
- This task includes limited franchise utility coordination. We will indicate on our plans those franchise utility locations that are provided to us by others. This task excludes franchise utility design. It is assumed any franchise utility design will be provided by others;
- Any changes by others to the Site Plan after commencement of this task which requires rework to the Civil Construction Documents will be considered an additional service.
- Our scope of work ends at the back of curb as there is not a current plan on the how the future sidewalk and buildings will tie to Champions Avenue.

- The Avenue to SH 79 will be shown to the curb returns as part of the SH 79 plans and will not require a separate permit or submittal to TxDOT.

This task includes preparation of plans and revisions based on two rounds of simultaneous City and Client comments. Effort to respond to additional review comments is included in the Submittals and Permitting task described below.

Task 108 Main Street Civil Engineering Plans (+/- 3500 LF)

\$ 128,000 (LS)



Kimley-Horn will prepare civil engineering plans for Main Street in general accordance with current published City design requirements. It is anticipated the plans will include the following items:

- Cover Sheet;
- General Notes;
- Dimension Control Plan;
- Water, Sanitary Sewer, Storm Drainage plans
- Paving Plan and Profiles;
- Erosion Control Plan;
- Traffic Control Plan
- Miscellaneous Details.

This task assumes the following:

- All site lighting and all site signage will be provided by others;
- This task includes limited franchise utility coordination. We will indicate on our plans those franchise utility locations that are provided to us by others. This task excludes franchise utility design. It is assumed any franchise utility design will be provided by others;

- Any changes by others to the Site Plan after commencement of this task which requires rework to the Civil Construction Documents will be considered an additional service.
- Our scope of work ends at the back of curb as there is not a current plan on the how the future sidewalk and buildings will tie to Main Street
-
- The Street connection to CR-132 will be shown to the curb return on the plans prepare by HNTB or Main Street. KHA' s plans will begin at that location and to the west.

This task includes preparation of plans and revisions based on two rounds of simultaneous City and Client comments. Effort to respond to additional review comments is included in the Submittals and Permitting task described below.

Task 109 Roundabout Design

\$ 62,000 (LS)

Kimley-Horn understands the scope of services will include preparing construction documents for a roundabout as part of the development. This task is either for a Roundabout at the intersection of Mager Lane and Champions Avenue, or up to three traffic circles along Champions Avenue and/or Main Street. If the Client decides to have the Roundabout at Champions and Mager, and traffic circles along Champions and/or Mager, an addendum to this agreement will be required.

The scope of services is as follows:

- 1.1. Kimley-Horn will prepare Construction Drawings
 - Cover sheet
 - Index sheet
 - General Notes sheet
 - Project Control sheet
 - Existing and proposed typical sections
 - Roundabout plan and profile sheets including sidewalks and ramps
 - Roundabout grading plan sheet
 - Pavement marking and signage plan sheet
 - City and TxDOT standard detail sheets, as needed.
 - Jointing plans sheets
 - Erosion Control plan sheets

The following tasks are excluded:

- Renderings or visualizations;
- AutoTurn layout and truck route exhibits;
- Any services not listed above.

Task 110 TXDOT Driveway Permits

\$ 10,000 (HR)

New access points to TXDOT controlled roadways require a driveway permit (drive between CR-132 and Champions Avenue as part of Phase 1) to be submitted and processed in conjunction with the on-

site civil construction plan review. The level of detail and specific forms will vary depending on the type of driveway and the area office. Kimley-Horn will prepare and submit one application for the driveway permit along US 79. Kimley-Horn will submit the application to the Client for review, and then submit it to TXDOT. The design of right turn lanes and left turn lanes from SH 79 into the site is included in the SH 79 scope of work. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 111 On-Site Storm Water Detention Facility Plan \$ 23,500 (LS)

Kimley-Horn will perform design calculations to size one on-site at grade stormwater detention facility within the Legacy Development area. Facility sizing results proposed finished grading elevations, and design water surface elevations will be shown on the plans. The facility outfall improvements will be shown on the Storm Drainage Plan. Direction to the contractor regarding the lining material for a detention pond facility will be obtained by the Client as part of their geotechnical recommendations for the project and are not part of this limited scope.

Task 112 Temporary Channel and Detention Drainage Design \$ 41,000 (LS)

Kimley-Horn will prepare plans for a temporary channel and detention pond drainage improvements on the future development parcel(s) to the west of Champions Avenue consisting of the following:

General Notes: Showing general notes related to proposed construction based on City standards.

Drainage Plan: Showing drainage line size, structures, horizontal layout with dimensional ties to existing surveyed improvements, easements, and boundaries.

Drainage Profile: Showing drainage line vertical alignment for lines 18 inches in diameter and larger.

Construction Details: Showing details for the drainage improvements by reference to applicable City standard details.

The size of the drainage main will be determined by the local jurisdiction. There is a potential for additional plans depending on project specifics. These plans will be part of the on-site civil plan set and not a separate plan set. These plans will be submitted for review with the on-site civil plans.

Task 113 Landscape Architecture Site Planning Assistance \$ 10,000 (HR)

Kimley-Horn will assist the Client and architect with site planning and project programming for the Phase 1 tract. Kimley-Horn will also begin to assess the needs for final design. We have projected 40 hours of effort for this task. Once the site planning and programming have been established, Kimley-Horn will follow up with an addendum to this agreement for full Landscape Architecture design services. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 114 Franchise Utility Coordination \$ 18,000 (HR)

Kimley-Horn will provide assistance to the Client to arrange franchise utility service (gas, electric, cable/data, and telephone) for the project. Design of franchise utilities will be by the franchise utility companies. Kimley-Horn will coordinate locating these utilities on the site utility plan as they relate to the storm drain, water, and wastewater layouts. This task is also for the effort for the abandonment and possible relocation of utilities along the segments of Mager Lane and CR-132 which will be abandoned by this project. If provided in a timely manner and in AutoCAD format by the franchise utility companies, the franchise utility layouts will be shown on the civil plans. Transformer and switchgear locations will be coordinated with the electric company. We have projected 80 hours of effort for this task. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 115 Meetings; Exhibits; On-Call Services \$ 36,000 (HR)

Kimley-Horn will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement. This task will also capture effort expended by Kimley-Horn on tasks that are requested by the Client but are not already included in the defined scope of services. This task is also intended to capture effort necessary to complete a task beyond the effort included in the detailed scope description. Due to the unknown nature of this task, it will be billed at an hourly rate. We have projected 150 hours of effort for this task. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 116 Submittals and Permitting \$ 10,000 (HR)

This task is to capture effort expended by Kimley-Horn for project submittals and responses to jurisdictional review comments beyond the effort otherwise included in our scope of services. Because the extent of the review comments required by the city for plan approval is unknown we have provided a projected budget for these services, but actual cost will depend on actual effort required. We have projected 40 hours of effort for this task. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 117 Separate Instrument Easement (As Needed, Each) \$ 1,200 (LS, Each)

Kimley-Horn will prepare a metes and bounds description and sketch showing the location and dimensions for one proposed easement. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to Kimley-Horn. The Client will file the document.

Task 118 Response to RFI / Submittals – Civil \$ 24,000 (HR)

Clarifications and Interpretations: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents will be made by Client.

Review and Response to Shop Drawings: Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

Due to the unquantifiable nature of this task, it will be billed at an hourly rate. We have projected 100 hours of effort for this task. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

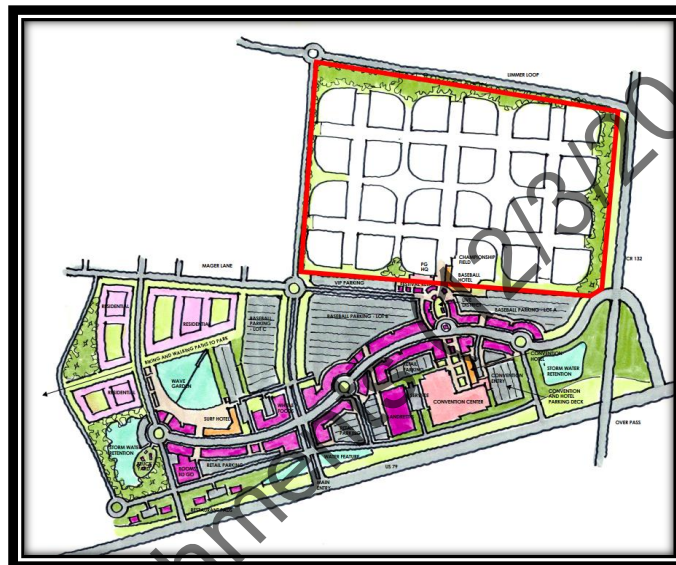
Task 119 Record Drawings, If Required \$ 7,000 (LS)

The Contractor will provide redlined set of the site civil drawings to Kimley-Horn showing all changes made to the approved design during construction. Kimley-Horn will review the redlined drawings provided and will prepare Record Drawings. The Record Drawings will show only those changes exported by the Contractor to Kimley-Horn and considered to be significant and will contain a note to this effect. Record Drawings are not "As Built" drawings and no independent verification will be done by Kimley-Horn. Kimley-Horn will submit the Record Drawings to the local jurisdiction and provide the files to the Client in PDF format.

We will prepare an updated scope and fee for Tasks which have a defined scope as the project evolves.

200 SERIES: PERFECT GAME PARK ON-SITE CIVIL ENGINEERING

The below tasks are associated with the design and permitting of the 24-baseball field park for Perfect Game as shown in the below diagram.



Task 201 Engineer's Opinion of Probable Construction Costs (OPCC) \$ 17,500 (LS)

Kimley-Horn will prepare an OPCC based on the preliminary mass grading, utility, and drainage plans prepared for the overall developer, Legacy. This OPCC will include the civil on-site improvements within the Perfect Game facility. The deliverable for this task will be one spreadsheet in PDF format. Kimley-Horn will work with the Client to determine landscape, hardscape, lighting, signage, wayfinding and enhanced area(s) allowances.

Task 202 Final Plat \$ 14,500 (Lump Sum, Taxable)

Kimley-Horn will prepare a (1) Final Plat for the Perfect Game site in general accordance with current published City criteria. The Final Plat will be based on the Preliminary Plat prepared by Legacy as part of the overall 294-acre development. Kimley-Horn will submit the Plat to the City Planning Department for review and comment, if required. The effort for this task includes preparation of the Plat and the application package, addressing one (1) round of ordinary and reasonable simultaneous review comments from the City and Client, attendance at one (1) Planning and Zoning Commission meeting to be considered for approval. Response to additional rounds of plan review comments and

resubmission of the plans will be considered beyond the scope of this task and will be billed per the Approvals task below. Application, tax certificates and recording fees are not included in this scope of services and shall be paid by the Client.

This task also includes survey field crew time to set final boundary corners one time only. This task does not include preparation of any off-site easements but can be provided as an Additional Service. As required by Texas law, the effort included in this task is subject to state sales tax.

Task 203 On-Site Civil Engineering – Perfect Game Fields (100 acres) \$ 234,000 (LS)

Kimley-Horn will prepare on-site civil engineering plans for 24 fields consisting of the following:

- A. Cover Sheet – Showing sheet index, project location map, contact information, and plan submittal and review log.
- B. General Notes – Showing general notes related to proposed construction based on jurisdictional standards.
- C. Dimension Control Plan - Showing the field locations, paving, restrooms, maintenance building, and other buildings within the Perfect Game field area (provided by architect) and property boundary with dimensional ties.
- D. Paving and Striping Plan - Showing proposed paving type for paving areas, fire lanes and drives based upon recommendations in the Geotechnical report provided by the Client. This plan will show handicap parking signage and ADA routes.
- E. Grading Plan - Showing proposed finished floor elevations and, as applicable, spot elevations and one-foot contours for public sidewalks, drives, and paving areas. Detailed grading of landscape areas will be coordinated with, but designed by, the landscape architect. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a "wall zone". The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by KH or others as an addendum to this agreement.
- F. Water and Wastewater Plan - Showing on-site water and wastewater plan layouts and wastewater profiles.
- G. Drainage Area Map with Calculations - Showing existing and proposed on-site and applicable off-site drainage patterns and discharges to/from the site to be used as the basis for drainage system sizing and layout. Landscaped areas will be shown as individual drainage areas for sizing of a receiving pipe. Small drainage areas for each individual landscape drain will not be shown and will be designed by the Landscape Architect.
- H. Storm Drainage Plan – Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. The plan will also show private storm drain to collect roof downspouts, for which the pipe size will be determined by the MEP engineer. If provided in a

timely manner, KH will coordinate design and location of area drains with the Landscape Architect and design a pipe system to collect the area drains; if not provided in a timely manner KH will stub out a pipe for the Landscape Architect to connect the drainage system they design.

- I. Franchise Utility Plan – Showing the general layout of franchise utilities on-site as provided to us by the MEP and/or franchise utility provider. Reference Franchise Utility Coordination task.
- J. Erosion Control Plan - Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.
- K. Constructions Details - Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by KH, construction details for certain site civil engineering improvements will be included in the plan set.

This task includes preparation of plans and revisions based on two rounds of simultaneous City and Client comments. Effort to respond to additional review comments is included in the Submittals and Permitting task described below.

Task 204 Franchise Utility Coordination \$ 10,000 (HR)

Kimley-Horn will provide assistance to the Client to arrange franchise utility service (gas, electric, cable/data, and telephone) for the project. Design of franchise utilities will be by the franchise utility companies. Kimley-Horn will coordinate locating these utilities on the site utility plan as they relate to the storm drain, water, and wastewater layouts. If provided in a timely manner and in AutoCAD format by the franchise utility companies, the franchise utility layouts will be shown on the civil plans. Transformer and switchgear locations will be coordinated with the electric company. We have projected 50 hours of effort for this task. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 205 Meetings; Exhibits; On-Call Services \$ 24,000 (HR)

Kimley-Horn will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement. This task will also capture effort expended by Kimley-Horn on tasks that are requested by the Client but are not already included in the defined scope of services. This task is also intended to capture effort necessary to complete a task beyond the effort included in the detailed scope description. Due to the unknown nature of this task, it will be billed at an hourly rate. We have projected 120 hours of effort for this task.

Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 206 Submittals and Permitting \$ 10,000 (HR)

This task is to capture effort expended by Kimley-Horn for project submittals and responses to jurisdictional review comments beyond the effort otherwise included in our scope of services. Because the extent of the review comments required by the city for plan approval is unknown we have provided a projected budget for these services, but actual cost will depend on actual effort required. We have projected 50 hours of effort for this task. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 207 Separate Instrument Easement (As Needed, Each) \$1,200 (LS, Each)

Kimley-Horn will prepare a metes and bounds description and sketch showing the location and dimensions for one proposed easement. Easement language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to Kimley-Horn. The Client will file the document.

Task 208 Response to RFI / Submittals – Civil \$ 12,000 (HR)

Clarifications and Interpretations: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents will be made by Client.

Review and Response to Shop Drawings: Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

Due to the unquantifiable nature of this task, it will be billed at an hourly rate. We have projected 60 hours of effort for this task. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 209 Record Drawings, If Required \$ 5,000 (LS)

The Contractor will provide redlined set of the site civil drawings to Kimley-Horn showing all changes made to the approved design during construction. Kimley-Horn will review the redlined drawings provided and will prepare Record Drawings. The Record Drawings will show only those changes exported by the Contractor to Kimley-Horn and considered to be significant and will contain a note to this effect. Record Drawings are not "As Built" drawings and no independent verification will be done by Kimley-Horn. Kimley-Horn will submit the Record Drawings to the local jurisdiction and provide the files to the Client in PDF format.

We will prepare an updated scope and fee for Tasks which have a defined scope as the project evolves.

300 SERIES: PERFECT GAME PARK PLAYING FIELD DESIGN

The below tasks are associated with the design and permitting of the 24-baseball field park for Perfect Game as shown in the 200 Series diagram.

Task 301 Playing Field Masterplan / Performance Goals \$16,000 (LS)

KH's Playing Field Designer will meet with the Client, City, and design team to discuss their vision for the project. Based on the direction from this meeting, KH will collaborate with Architect, KH Civil Engineer and KH Landscape Architect to determine the baseball fields general layout including the following:

- Playing field outfield wall dimensions and geometry
- Turf performance characteristics of ball bounce, infill splash, speed and playability
- Warning track performance, material, width and geometry
- Infield performance, material and geometry
- Bullpen performance, material and dimensions

This task will define related scope areas for the baseball field portion of the project and define a limit of work, while serving as the Basis for Design for the project. Additional tasks listed below will follow this Basis of Design and general direction from the client for project budgets. KH has assumed a budget target of +/- \$28 million for the Baseball Fields (limited to the areas inside the field of play, with the bullpens, bases and portable mounds). Items such as bleachers, dugouts, backstops, field fencing, scoreboards and field lighting are not included in this scope of work. Based on the above, Kimley-Horn will prepare the Concept Master Plan to be used as the basis of the subsequent design tasks. Significant changes from the Concept Master Plan as the design develops may require Additional Services for redesign efforts and will be coordinated with the Client.

Task 302 Schematic Design \$29,000 (LS)

Based upon the Concept Master Plan and input received from the Client, KH will prepare Schematic Design Plans for the playing field elements described above. The Schematic Design Plans are intended to guide the design, planning, and programming of the project and are to be used by the client to develop an approximate construction cost. KH will attend a project design workshop, covered in Task 305, with the Client and design team to review these plans. Based on input received during this meeting, KH will prepare the Final Schematic Design Plans that will become the basis for future design and construction document efforts. KH will provide playing field layouts including bullpens, general grading and sub-drainage layouts and general sections for the playing field types.

DELIVERABLES: One (1) 30x42 Schematic Design Submittal

Task 303 Design Development

\$134,000 (LS)

Based upon the approved Schematic Design and timely input received from the Client, KH will prepare Design Development plans. The Design Development (60%) plans will show layout and details for preliminary pricing (not for construction). The Design Development plans are intended to guide the design, planning, and programming of the project and are to be used by the client to develop an approximate construction cost. These drawings will consist of field and bullpen layout, sub-drainage layout, material depths and selections, and basic grading information for pricing in CAD format. These plans will become the basis for further design efforts. Kimley-Horn will prepare one (1) submittal and will incorporate input received on these plans in the Issue for Construction Documents (Task 304)

The following information will be provided as part of the Design Development Plans preparation:

60% (DD) Plans Deliverables:

- Playing Fields Cover Sheet
- Playing Field Layout and Material Plans
- Playing Field Surface Grading Plans
- Playing Field Sub-Drainage System Plans
- Playing Field Details
- Preliminary playing field pipe sizing calculations
- 60% Progress Written Specifications
- 60% Progress Engineer's Opinion of Probable Construction Cost

DELIVERABLES: One (1) 30x42 Design Development Submittal

Task 304 Issue for Construction Documents

\$215,000 (LS)

KH will finalize documents for construction, providing final playing field plans, grading plans, sub-drainage plans / calculations, and material specifications. KH will incorporate input received from the Issue for Design Development Documents (Task 303) into these plans, with final consultant coordination items, Client requested value engineering directives, and City comments. Document revisions after the Issue for Construction submittal will be considered additional services. The following information will be provided as part of the Issue for Construction Documents:

Cover Sheet: Showing individual playing field locations, sheet index, project location map, contact information, and plan submittal log.

Playing Field Layout and Material Plans: Final design, layout, and dimensional control showing playing field and bullpen elements. The refined plans shall follow the most current industry design standards for baseball and synthetic turf.

Grading Plans: Showing spot elevations at key grading points and contours at appropriate intervals within the playing field areas, detailing of the warning track, infield, bullpens as well as conditions at the backstop and fence. These plans will be developed in coordination with the civil engineer and landscape architect for tie-in and perimeter grades.

Sub-drainage Plans: Plans will show the sub-drainage system layout, perimeter and lateral pipe material, location, size, slope and spacing, as well as drain basin size, inverts and rim elevations. These plans will be developed in coordination with the civil engineer for playing field drainage system tie-in locations/sizes/inverts, tailwater conditions for the on-site drainage system, maximum storm stages, and other associated requirements.

Playing Field Drainage Report: Report will establish sub-basin square footage and post storm time of concentration (T/C) in determining the limits of the surface and sub-surface contributing to the sub-drainage collection system. Each field will include a single point of discharge, sized appropriately to connect to the storm-water detention / collection system. Hydrology calculations will be provided and will be modeled using the 24 hour / 25, 50 and 100-year historical rainfall intensity storm events as required by code. The KH's project civil engineer shall be responsible for obtaining local permits.

Specifications: Kimley-Horn will provide specifications and material selections on the drawing set.

The Client will provide design for storm water, water, and sanitary sewer connections for the proposed improvements through KH's civil engineer. The Issue for Construction documents will first be submitted to the City of Hutto for review, comment, and approval prior to finalization.

DELIVERABLES: One (1) 30x42 Issue for Construction Documents

Task 305 Meetings / Team Coordination \$43,000 (HR)

Kimley-Horn will attend meetings and participate in conference calls as requested by the Client during the design portion of the project. As the effort required to attend meetings is dependent on requests from the Client, it is difficult to project the effort required. Kimley-Horn will provide the services in this task on an hourly basis. The initial preliminary budget indicated in the fee is for Tasks 301 - Tasks 304 and Tasks 308-309 and assumes that some project meetings can be attended via electronic communication or video. The Client acknowledges that additional scope and related fees may be required. Kimley-Horn will notify the Client if additional fees will be required. The initial task consists of up to 170-hours of effort. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 306 Bidding / Clarifications \$10,000 (HR)

Clarifications and Interpretations: KH will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client during the bidding process. Any authorization of variations from the Contract Documents will be made by Client.

The extent of the effort required for this task is unknown and fees for this task will be billed on an hourly basis. The budget for this task includes up to forty (40) hours of KH effort. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 307 Construction Phase Services**\$93,000 (HR)**

The extent of the effort required for this task is unknown and fees for this task will be billed hourly. The budget for this task is based on up to three hundred eighty (380) (16 hours per field) hours of KH time in reviews, documentation, or site visits during construction.

Pre-Construction Conference: KH will attend a Pre-Construction Conference prior to commencement of Work at the Site as requested by the Client.

Visits to Site and Observation of Construction: KH will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as scheduled based on construction timing in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Change Orders: Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Recommendations with Respect to Defective Work: KH will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents. KH shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work.

Clarifications and Interpretations / RFIs: KH will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Review and Response to Shop Drawings: KH will review and take appropriate action with respect to Shop Drawings, 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 approval or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Initial Baseline and Quality Control Testing: KH will coordinate with the Client and the Owner's Testing Agent to determine an appropriate Quality Control program as it relates to the stone base for the playing fields. KH will review and take appropriate action with respect to material testing data received from the Owner's Testing Agent.

As-builts: KH will review and take appropriate action with respect to as-built surveys required during construction. Surveys for sub-grade, sub-drainage, stone blanket, and the synthetic turf carpet are required to be provided by the Contractor for KH review.

Substantial Completion Walkthrough and Punch List: KH will conduct a substantial completion site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and prepare the final punch list so that Consultant may recommend, in writing, that the Contractor has substantially completed the playing fields scope of work.

Final Notice of Acceptability of the Work: KH will conduct a final site visit to determine if all punch list items have been appropriately remedied so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Record Drawings: Based upon contractor provided field notes, construction records, and as-built drawings, Kimley-Horn will prepare the required project record drawings for submittal to the Client.

Limitation of Responsibilities: Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor. Kimley-Horn is not responsible for any duties assigned to the design professional in any construction contract that are not expressly provided for in this Agreement. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 308 Playing Field Fencing \$49,000 (LS)

Kimley-Horn will provide the design for the playing field fencing and gates, including the bullpens. Other fencing outside the field of play will be By Others.

- Design will consist of the fencing and gate layout, heights, gauge, swing, and other associated fencing construction details and specifications.
- General layout plans per field type will be provided along with specific details and specifications.
- Fencing location and details will be included in the Issue for Construction documents.

Task 309 Playing Field Lighting

\$148,000 (LS)

Kimley-Horn will provide an electrical design for the proposed playing field lighting system. KH will contract Musco to complete photometrics for the proposed lighting that consist of the twenty-four (24) baseball fields and ancillary project areas. The intent of this work is to provide an adequate lighting system for the playing fields only. It is assumed the design fee for the photometric analysis completed by Musco will be included in the purchasing cost of the lighting system. It is anticipated the fields will be lit to national recreation standards outlined by the IES. It is not anticipated the championship fields will be lit to broadcast lighting standard.

Kimley-Horn will provide electrical design services for the proposed sports lighting system based on the electrical system requirements identified by Musco. These requirements consist of the following key elements:

- Electrical design will be in accordance with the latest version of the National Electric Code adopted/accepted by the jurisdiction at the time this task order is executed.
- The electrical system will be designed to provide power (no service or lights are currently present on-site) from a new electrical load center(s) that will be located on-site in close proximity to control and monitoring cabinet(s) as well as the proposed fixture locations.
- Lighting circuit conductors will be placed in conduit with a junction box placed at the base of each pole.
- It is understood this design includes the plan photometrics (designed by Musco), lighting controls, electrical plan with conduit and conductor sizes, as well as full specifications.
- Construction phase services are specifically excluded and would be considered additional services.

The Playing Field Lighting design will be included in the Issue for Construction documents.

Task 310 Playing Field Structures

\$62,500 (LS)

KH's Playing Field Designer will meet with the Client to discuss their preferences on the playing field structures outlined below. Based on the direction from this meeting, KH will select, specify and locate each of these appropriate baseball structures. Structural engineering for footings and foundations will be designed and documented for each element. Sportsfield Specialties, or an approved equal, will be utilized for specifying these items.

1. Backstops with cable tension netting system and Integrated wall pads (maximum of 24).
2. Foul poles for full size baseball fields (maximum of 48).
3. Dugouts for full size baseball fields, including benches, cubbies, storage units and floor cover as necessary (maximum of 48).
4. Dugouts for youth fields, including benches (maximum of 64).
5. Batting cages with cable tension netting systems (maximum of 24).
6. Outfield Batter's Eyes with mesh (maximum of 24).
7. Scoreboards as selected by the Client (maximum of 24). Electrical and Video feeds provided under Task 313.

8. Fan safety netting with cable tension system (maximum of 48)
9. Fixed seating on concrete risers at fields (except championship field). Selection of seat document location, spacing and detail the connection to the concrete riser. (maximum of 2 rows / field @ 23 fields)
10. Bleachers @ youth fields will be located and anchored to concrete pad. (maximum of 64)
11. Drink rails will be designed and detailed. (maximum of 23)
12. Hand rails will be designed and detailed for treads and riser at playing fields.

Task 311 Championship Field Seating \$47,000 (LS)

KH's Playing Field Designer will specify, layout, detail and document the on-grade seating bowl and seats to provide 1000-1500 fixed spectator seats. Steps and handrails will be designed and documented, as required by local code. KH's Playing Field Designer will be responsible for the work within the seating bowl up to the drink rail behind the final row of seating. All other work in the concourse beyond the drink rail shall be by the Architect. KH will coordinate with Architect.

Task 312 Site Electrical, Audio, Video and Low-Voltage Systems \$59,000 (LS)

KH's Designer will provide electrical and communication design services for the site items as assumed and described below:

- Electrical design will be in accordance with the latest version of the National Electric Code adopted/accepted by the jurisdiction at the time this agreement is executed.
- Prepare schematic communication design one-line figures for review with client for preliminary connectivity concept to ballfields for intercom, scoreboards/advertisement boards, cameras, and wi-fi hotspots. Preliminary design is anticipated to consist of a fiber optic path from the control center to each cluster of 4-fields.
- Coordinate communication technology preferences with client and evaluate equipment mounting options, and operational needs at each cluster and the control center that impact communication cabling requirements.
- Develop 90% Draft communication and electrical plans for the proposed network connectivity to the clusters of 4-fields. Develop mounting details for cameras, intercom speakers, and network switch cabinets, and scorer's box pedestals.
- Develop project performance specifications for the associated field devices and communications.
- Incorporate review comments from client into Final plans and specifications.
- Develop 90% draft photometric and electrical design in the pedestrian areas between the fields. This design will be completed in the absence of the field lighting.

Assumptions: It is anticipated that cameras, intercoms, and any wi-fi hotspots will utilize other projected vertical assets such as Sports Lighting poles. Thus, separate structural designs for stand-alone poles and foundations is not currently planned. If required, those structures will be designed as an additional service. It is assumed that wi-fi hotspots will be used for the point of sale (POS) equipment at the concession stands and hardline POS infrastructure will not be required.

It is understood that the control center interior will be designed by the Architect/MEP team. Kimley-Horn will identify the location to terminate the proposed communication cabling/equipment and coordinate electrical needs for associated equipment with the Architect/MEP. It is also understood that the Video Wall components and Digital Video Management software will be handled by the Architect/ME.

400 SERIES: PERFECT GAME PARK LANDSCAPE ARCHITECTURE

The below tasks are associated with the design and permitting of the landscape architecture associated with the 24-baseball field park for Perfect Game as shown in the 200 Series diagram.

The project will include improvements to the common area open spaces between the fields, including site pedestrian hardscape and pedestrian pathways, open space amenities, trees and buffer plantings, irrigation, accent lighting, site furnishings, and additional site amenities, associated within the limits in the Subject Site. The project scope assumes an overall site construction budget of \$3 million for the scope areas shown.

Task 401 Schematic Design \$25,000 (LS)

Kimley-Horn will attend one meeting with the Client and design team to discuss their vision for the project. Based on the direction from this meeting, KH will collaborate with KH Field consultant and KH Civil Engineer for the Schematic Design and present it to the Client. The plan will illustrate the general scope, scale, theme, and relationship of various design components. The plan will illustrate design elements for the following areas:

- Common area open space
- Hardscape and associated pedestrian pathways between fields
- Amenities (including site furnishings and playgrounds)
- Entrance plaza hardscape at primary entrance plaza
- Enhanced landscape plantings, open space, internal parks, and perimeter buffers
- Associated pedestrian gathering areas including trail heads, plazas, and courtyards

This task will define overall design concepts for the site and establish an overall design framework. Drawings will be conceptual in nature and will include general materials callouts for each of the areas listed above.

DELIVERABLE: One (1) 30x42 Schematic Plan Submittal

Task 402 Design Development

\$38,000 (LS)

Based upon the Schematic Design and input received from the Client, Kimley-Horn will prepare Design Development plans. The Design Development plans will show layout and details for City code review and preliminary pricing, but will not include details for construction. The Design Development plans are intended to guide the design, planning, and programming of the project and are to be used by the client to develop an approximate construction cost. This task includes one preliminary cost projection.

These drawings will include basic layout, basic material selection and basic planting strategy, for pricing in CAD format on architect's titleblock. These plans will become the basis for further design efforts.

DELIVERABLES: One (1) 30x42 Design Development Submittal

Task 403 Construction Documents

\$67,500 (LS)

Based on the approved design and Client provided budget from the Design Development Plans, Kimley-Horn will prepare Construction Documents based on pricing data and Client led direction. Kimley-Horn will prepare Landscape and Hardscape Construction Documents consisting of:

Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal log.

General Notes, Project Specifications, and Materials Legend: Showing general notes related to proposed construction based on jurisdictional standards.

Hardscape Plans and Layout Plans: Final design, layout, and dimensional control showing site hardscape materials and specifications.

Fine Grading: Showing spot elevations within landscape and hardscape areas. Landscape and hardscape areas consist of: sidewalks, courtyards, and planting beds. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a "wall zone". The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by KH or others under a separate agreement with the Client. Proposed landscape drains will be shown with rim elevations and reference civil storm sewer plans or MEP sanitary plans for piping connections.

Planting Plans: Showing final planting plans with plant species, sizes, and location for trees, shrubs, groundcover, and turf.

Landscape and Hardscape Details: Showing hardscape elements explicitly included in the Design Development package, consisting of details, sections, and elevation views. Certain submittals, shop drawings, samples, cut sheets and mockups will be listed for approval by Landscape Architect.

Specifications: Kimley-Horn will provide specifications and material selections within the drawing set.

The Client will provide design for storm sewer, water, and sanitary sewer connections for the proposed improvements through the KH civil engineer and MEP consultant. Design of signage, retaining walls, fountains, or other special features is not included in this scope.

DELIVERABLE: This task includes one (1) submittal for City Permit and Issue for Construction. Any client directed revisions after this submittal will be considered an additional service. Modifications to the plans resulting from significant site layout changes or additional review comments directed by the City, the Client, or their representatives shall be considered an additional service and will be billed on an hourly basis under an amendment to this contract according to our current rate schedule.

Task 404 Meetings / Team Coordination \$20,000 (HR)

Kimley-Horn will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement. The extent of the effort required for this task is unknown and fees for this task will be billed hourly. This budget for this task includes up to one-hundred (100) hours of Kimley-Horn meeting and presentation attendance. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 405 Schematic Lighting \$12,200 (LS)

Kimley-Horn will prepare Schematic Lighting Plans related only to the proposed on-site landscape and hardscape areas. Kimley-Horn will coordinate with the Client and the KH field consultant, Electrical Engineer, and KH Lighting Design Consultant to size and locate lights and show them on the plan. The plan may contain pedestrian light poles, lit bollards, tree uplighting, and landscape accent lights. The Client will provide electrical design and photometrics associated with the project's lighting through other members of their consultant team.

Task 406 Irrigation \$22,500 (LS)

Irrigation plans will be prepared upon Client approval of the landscape and hardscape construction documents. The irrigation plans will show head layout, pipe sizing, controller/valve locations, and standards details. The Client will specify preferred irrigation equipment brand (Toro, Hunter, Weathermatic, or Rainbird) prior to initiation of the irrigation design. This task is being provided by a subconsultant.

Task 407 Bidding \$7,500 (HR)

This task includes reviewing material and labor costs and responding to general contractor and subcontractor RFI's. Participation in contractor selection and/or interviews are outside of this agreement but can be provided as an additional service upon request. The budget for this task includes up to thirty (30) hours of Kimley-Horn bidding assistance. Any additional effort will be billed on an hourly basis per our standard hourly rates. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 408 Construction Phase Services

\$12,500 (HR)

Kimley-Horn will provide limited construction phase services for the landscape architecture portion of the project, as directed by the Client. The scope of services listed below will be provided as part of the construction phase services. The budgeted fees for this task are based upon approximately 60 hours of effort. Any additional effort beyond the specified amount will be billed to the Client hourly, according to the current Kimley-Horn rates, as authorized by the Client or its representatives. Site Visits and Construction meetings will be included in Task 409. Kimley-Horn will provide the following construction phase services:

Request for Information (RFI): KH will respond to Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client within this fee. Any authorization of variations from the Contract Documents will be made by Client. Additional RFI requests will be considered additional services. KH will respond to up to thirty (30) requests for information.

Submittals and Shop Drawing Review: KH will review material submittals and material cut sheets Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. This task includes up to thirty (30) submittals and/or shop drawing reviews.

Change Orders: Kimley-Horn may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Disagreements between Client and Contractor: Kimley-Horn will, if requested by Client, render written decision on claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to Client, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of 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.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities

specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Limitation of Responsibilities: Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor. Kimley-Horn is not responsible for any duties assigned to the design professional in any construction contract that are not expressly provided for in this Agreement.

This task includes up to sixty (60) hours of Kimley-Horn effort. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

Task 409 Site Visits / Meetings \$16,800 (HR)

Kimley-Horn will visit the site to observe construction of improvements designed by Kimley-Horn. Visits will be periodic, and observations will not be exhaustive or extend to every aspect of Contractor's work in progress. Kimley-Horn shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits.

This task includes up to four (4) field visits and site observation by Kimley-Horn staff, and two (2) punch walk visits. Tree Tagging and Nursery visits are not included in this task. Additional site visits / hours, tree tagging, and nursery visits will be considered an additional service. The budget for this task includes up to eighty-five (85) of Kimley-Horn meeting and presentation attendance. Any additional effort will be billed on an hourly basis per our standard hourly rates. Kimley-Horn will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval.

500 SERIES: US-79 WIDENING AND INTERSECTION IMPROVEMENTS

The project generally consists of the preliminary 30% design schematic, environmental documentation, and Plans, Specification, and Estimate (PS&E) for improvements of an intersection and a traffic signal at US 79/Perfect Game development main drive (Champions Avenue) , adding a raised median, and the widening of US 79 to accommodate the following as shown in Hutto Master Plan sketch dated October 8, 2019: dual left-turn lanes along eastbound US 79, two left turn lanes along eastbound US 79, and two right turn lanes along westbound US 79 at proposed drive locations. Any update of the site plan resulting in design changes to Consultant's schematic/plans will be considered as additional services. Consultant understands this project will be developed utilizing TXDOT standards and specifications.

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 The Consultant during the project, including but not limited to the following:

- Copies of previously prepared site plan, TIA, and any updates to site plan in PDF format
- Any available as-built plans for O/H and underground utilities within the project area
- As-built and record drawings of US 79
- Provide pavement section to be used for widening
- Current or standard industry costs used by the City for unit pricing as well as cost estimates

Task 501 Project Management \$13,800 (LS)

- 1.1. Plan and conduct one Project Kickoff Meeting with Client to confirm project scope, personnel, lines of communication, and schedule.
- 1.2. Prepare and e-mail bi-weekly progress reports to the project team.
- 1.3. Project Administration
 - 1.3.1 Prepare project correspondence
 - 1.3.2 Prepare invoicing documents
 - 1.3.3 Maintain and update project schedule
 - 1.3.4 General Coordination with Client
- 1.4. Attend up to five project status meetings with Client

Task 502 Data Collection \$4,200 (LS)

This task will include performing work associated with collecting existing plans, standards, and specifications.

- 1.1. Consultant will assemble design standard details and specifications (in electronic format) from TXDOT.
- 1.2. Consultant will gather existing record drawings and file information of the project intersection from TXDOT, including the construction roadway plans, right-of-way information, and utility maps.
- 1.3. Consultant will perform a field reconnaissance of the intersection to determine existing pavement widths, lane configurations, traffic control devices, and above ground utility locations. Consultant will also identify potential traffic signal pole locations, power source, and controller cabinet location.
- 1.4. Consultant will prepare a base map of existing geometrics, apparent or known utilities, and traffic control devices from record drawings and the topographic survey provided by the client.

Task 503 Topographic Survey and Subsurface Utility Engineering (SUE) \$30,300 (LS)

- 1.1. Property corners and monuments along US Highway 79 will be located to resolve the boundary of both sides of the right-of-way from the beginning of the Perfect Game property to the CR 132 intersection, and to the existing rail road along the south side. The rail road right-of-way will not be entered.
- 1.2. Topographic survey of US Highway 79 right-of-way and pavement sections (at approx. 100' maximum intervals) with topographic details and features between sections, beginning from the West end of the bridge through the CR 132 intersection. Striping will not be located on Highway 79. Existing substantial features and improvements within the right-of-way will be located including the observed locations of existing utilities.
- 1.3. The US Highway 79 bridge will be scanned to show the location of bridge abutments, headwalls, riprap, columns and the topography beneath the bridge.
- 1.4. Utility Designating Services (Level "B") – Electromagnetic Investigation
 - 1.4.1 Consultant, through a subconsultant, will perform approximately 17,500 ft of electromagnetic investigation (utility designation) for the approximate horizontal location of various utilities throughout the project site. Consultant/subconsultant personnel will not be entering any confined spaces.

Deliverables:

- Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files.
- Maps, plans, or sketches prepared by the Surveyor showing the results of field surveys.
- Digital files or media containing field survey data (ASCII Data files).
- A Base Map (Working Sketch) as described above in DGN format.
- Field survey notes, as electronic and hard copies.
- Existing Electronic DGN file including the Quality Level B investigation

Task 504 Preliminary 30% Schematic Design \$45,600 (LS)

This task will include the preliminary design for the intersection, traffic signal, turn lanes, quantities, and engineer's opinion of probable construction cost (OPCC).

- 1.1. Consultant will furnish the Client a conceptual 30% design schematic layout of the proposed improvements. The schematic is limited to existing topography, existing utilities, horizontal alignment, roadway typical section, existing and proposed right-of-way, existing and proposed pavement edge, proposed lane striping and signal layout.
- 1.2. Consultant will prepare and submit a preliminary engineer's OPCC
- 1.3. Consultant will attend one 30% Schematic design review meeting with the Client and TXDOT, prepare comment responses for comments received during design review submittal.

Deliverables:

- Two hard copies and one electronic copy of the 30% Design Schematic roll plot

- One hard copy and one electronic copy of Opinions of Probable Construction Cost for 30% Preliminary Design Schematic

Task 505 Roadway Engineering \$126,400 (LS)

Consultant will develop PS&E documents based on the improvements identified in the preliminary schematic. Consultant assumes PS&E submittal schedule of 60%, 95% and 100% (Final).

- 1.4. Consultant will incorporate Client and TxDOT review comments from the (30%) submittal and produce the preliminary (60%) plans, specifications, quantities, contract documents, and engineer's OPCC. Consultant will submit these to the Client and TxDOT for review. 60% plans will include; title sheet, index, general notes, quantities summary, typical section, project layout, traffic control plan, roadway plan and profile, intersection layout, drainage area maps, drainage and ditch calculations, driveway detail sheets, erosion control layouts, signal plans, signing and marking plan, and applicable standards and cross sections.
- 1.5. Consultant will attend one 60% design review meeting with the Client and TxDOT, prepare comment responses for comments received during design review submittal.
- 1.6. Consultant will incorporate Client and TxDOT review comments from the 60% submittal and produce 95% plans, specifications, quantities, contract documents, and OPCC
- 1.7. Consultant will attend one 95% design review meeting with the Client and TxDOT, prepare comment responses for comments received during design review submittal.
- 1.8. Consultant will incorporate Client and TxDOT review comments from the 95% submittal and produce final sealed plans, specifications, quantities, contract documents, and OPCC. Consultant will submit final plans to Client and TxDOT for acceptance.
- 1.9. Consultant will perform Quality Control/Quality Assurance on each deliverable.

Deliverables:

- Two hard copies and one electronic copy of the 60%, 95% and 100% plans
- Two hard copies and one electronic copy of Opinions of Probable Construction Cost for 60%, 95% and 100%
- Two hard copies and one electronic copy of 60%, 95% and 100% cross sections
- One (1) reproducible set of final bid documents and specifications

Task 506 Traffic Engineering \$35,500 (LS)

Consultant will develop plans to install a new traffic signal at one intersection for the Legacy\ Perfect Game Development at the SH-79 and Champions Avenue Intersection.

- 1.1. Kimley-Horn will prepare the signal plans at a scale of 1" =40' and will include the following sheets:
 - Existing Conditions sheet to show locations of existing traffic control devices, underground, and overhead utilities at each intersection.
 - Signal Layout sheet to show the locations of proposed signal poles, pedestrian poles, signal heads, communication equipment, electrical conduits, ground boxes, signal

cabinet, new electrical service, existing utilities, right of way, and proposed roadway improvements. If pedestrian facilities are required, Kimley-Horn will locate pedestrian poles with Audible Pedestrian Signal (APS) units, and design pedestrian access ramps in conformance with ADA requirements. Due to lateral and vertical clearance required from an overhead electric line (per the State law), Kimley-Horn will coordinate with the TxDOT and the City before finalizing locations of signal poles, where applicable.

- Signal Elevation sheet to show placement of signal heads and vertical clearance required.
- Conduit Chart and Electrical Wiring sheet to show the type and number of electrical wires in each conduit run and between poles / signal heads on each span wire. A new electrical service will be designed to support total electrical load due to the new traffic signal and safety lighting at the intersection. The electrical service will include two separate circuits for traffic signal and illumination. Kimley-Horn will conduct a field meeting with the local electric service provider to determine location of new electrical service.
- Phasing & Detection sheet to show the proposed phasing at each intersection. Phasing and signal-heads for left-turn movements will be designed in conformance with 2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD). Video detection details for each movement will also be shown.
- Quantities sheet will be provided for the intersection.

Task 507 TxDOT Advanced Funding Agreement Coordination \$10,300 (LS)

Consultant understands this project will involve an Advanced Funding Agreement (AFA) between City of Hutto and TxDOT. Consultant will coordinate with TxDOT and Client the documents for AFA.

- 1.1. Consultant will prepare AFA request form, DCIS request Form, ready to let schedule, and project location map.
- 1.2. Consultant will attend up to three meetings with Client and TxDOT, not including meetings specified in other tasks.
- 1.3. Consultant will prepare project correspondence and general AFA coordination with City and TxDOT

Task 508 Environmental Services \$15,000 (LS)

Modifications to TxDOT right-of-way as part of the proposed project are anticipated to trigger compliance with the National Environmental Policy Act (NEPA), as implemented and reviewed by TxDOT. The anticipated level of NEPA documentation and analysis is a Categorical Exclusion (CE). Categorically excluded projects cannot cause any significant impacts to any natural, cultural, recreational, historic, or other resources and no unusual circumstances may occur that would preclude the project from being categorically excluded. Engineer will perform and document a CE as presented below.

- 1.1. Kimley-Horn will complete TxDOT Scope Development Tool (SDT) to identify required actions that need to be entered into a Project Scope Form. Outcome of SDT form will

determine which specific studies, reports, and coordination will be required. TxDOT Environmental subject matter experts and TxDOT District staff reserve the right to make project level decisions regarding required actions and/or findings generated by the SDT. Obtain executed Project Scope form TxDOT with notation of required studies, reports, and coordination.

1.2. Site Visit

Kimley-Horn will perform a reconnaissance of the site to collect appropriate data pertaining to items to be further assessed as detailed in the executed Project Scope Form.

1.3. Studies, Reports, and Coordination

As determined by the results of the Scoping Assessment, Kimley-Horn will prepare the appropriate documentation for submittal to the TxDOT Environmental Reviewer to aid in obtaining environmental clearance. Engineer will coordinate with other agencies and TxDOT Environmental Reviewer as appropriate per the executed Project Scope Form. Studies will be performed in accordance with TxDOT guidelines and will follow TxDOT toolkits. Based on limited project information and in the absence of an executed Project Scope Form, Kimley-Horn anticipates performing the following at a minimum:

- Complete Biological Evaluation Form
- Complete Tier I Site Assessment Form

Studies excluded, and not anticipated to be required for the proposed project include:

- Historic and/or archeology studies and coordination
- Hazardous Materials Initial Site Assessment (ISA)
- Noise modeling
- Air quality modeling/monitoring
- Presence/absence surveys for threatened and endangered species
- Migratory bird nest surveys
- Karst studies/surveys
- Aquatic resources delineation
- U.S. Army Corps of Engineers Permitting
- Pedestrian cultural resources survey

Deliverables:

- Scope Development Tool
- Complete Biological Evaluation Form
- Complete Tier I Site Assessment Form

Task 509 Public Involvement

\$8,500 (LS)

- 1.1. Consultant will provide support and attendance for one public meeting.

kimley-horn.com

13455 Noel Drive, Two Galleria Office Tower, Ste 700, Dallas, TX 75240

972 770 1300

- 1.2. Consultant will develop advertisement, comment forms, exhibit boards, sign in sheets, speaker cards, and handouts for the public meeting.
- 1.3. Consultant will respond to public meeting comments and prepare a public meeting summary report.

Deliverables:

- Public Meeting exhibits and handouts
- Public Meeting summary report

Task 510 Bidding Phase Services \$15,200 (LS)

- 1.1. Assist the Client in preparation of bid schedule, project specifications, and project manual
- 1.2. Engineer's Project manager will attend pre-bid meeting with the City. Assist the City in developing meeting agenda
- 1.3. Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents
- 1.4. Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction
- 1.5. Include addenda items in the construction plans and issue "conformed" set of plans for construction

Task 511 Construction Phase Services \$18,100 (LS)

- 1.1. Engineer's Project Manager will attend pre-construction meeting with the City
- 1.2. Engineer will provide responses to Contractor's request for information (RFI)
- 1.3. Engineer will maintain a log and review contractor change order requests; and provide recommendation to the City
- 1.4. Engineer will review and maintain a log of shop drawing submittals
- 1.5. Attend up to 4 site meetings as requested, including final walk through.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates.

1. Construction inspection, construction staking, and material testing
2. Prepare a Section 404 USACE regional or individual permit and/or mitigation planning.
3. Presence/absence surveys for endangered species or formal Section 7 Coordination under the Endangered Species Act.
4. Significant modifications to the site plan or agreed-upon requirements.
5. Fountain / Water Feature Design

6. 3D Modeling
7. Mechanical, Electrical (other than Playing Field lighting for the Perfect Game Fields), and Plumbing Design
8. Electrical engineering and design, including photometrics, circuitry, wiring, and lighting specifications other than the Playing Field lighting for the Perfect Game Fields.
9. Lighting design for emergency egress and/or broadcast level lighting.
10. Landscape lighting photometrics.
11. Site Signage, Safety and Wayfinding Signage, and/or Graphics
12. Structural Engineering (including but not limited to: retaining walls, freestanding walls, architectural pavilions, arbors and light pole foundations)
13. Architectural Structures
14. Drawing revisions requested after Construction Documents are complete
15. Design of the off-site sanitary sewer interceptor line assumed to be needed to support Phase 1 of the Perfect Game development
16. Any other item not specifically listed in this agreement.

INFORMATION PROVIDED BY THE CLIENT

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

1. Final architectural footprint for the proposed Convention Center building and Parking Deck and any other structures proposed for Phase 1 of the site. (hard copy & min AutoCAD 2000 format);
2. Client approved site plan
3. Final structural foundation plan for proposed buildings and any other structures proposed for Phase 1(hard copy & min. AutoCAD 2000 format);
4. Mechanical, electrical, and plumbing plans for the buildings and site work; (Including water meter sizes, domestic water and fire sprinkler service sizes, utility entry locations, sanitary sewer service size, location and depth, transformer pad locations, a/c pad locations, and roof drain size, location and depth);
5. Permission to enter the subject property;
6. Site Signage Plans;
7. Geotechnical report including paving design recommendation and foundation\field\detention preparation recommendations;
8. Executed copy of this Agreement;
9. Any current Title Commitments on the subject property.

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FEE AND EXPENSES

Kimley-Horn will perform the hourly Tasks on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the attached rate schedule, which is subject to annual adjustment. Kimley-Horn will perform the Lump Sum Tasks for the total lump sum labor fee indicated. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Please be advised that Kimley-Horn is not a Contingent Partner in this project. As such, Kimley-Horn will be paid in full for all Professional Services rendered. As stated in the attached Standard Provisions, payment of invoices will be due within 30 days of receipt. Kimley-Horn reserves the right to suspend services if payment has not been received within 30 days of receipt of the invoice.

Kimley-Horn will perform the services described in this scope of services on a lump sum (LS) basis or an hourly (HR) rate basis per the attached rate schedule.

100 SERIES: OVERALL SITE SCOPE

Task 101	Engineer's Opinion of Probable Construction Costs (OPCC)	\$35,000	(LS)
Task 102	Right-of-Way (ROW) Abandonment Assistance	\$8,000	(LS)
Task 103	Preliminary Plat – Up to 10 Lots	\$19,500	(LS)
Task 104	Final Plat	\$24,500	(LS+tax)
Task 105	On-Site Civil Engineering – Parking Lots	\$96,500	(LS)
Task 106	On-Site Civil Engineering – Convention Center	\$77,000	(LS)
Task 107	Champions Avenue Civil Engineering Plans	\$57,000	(LS)
Task 108	Main Street Civil Engineering Plans	\$128,000	(LS)
Task 109	Roundabout Design	\$62,000	(LS)
Task 110	TxDOT Driveway Permits	\$10,000	(HR)
Task 111	On-Site Storm Water Detention Facility, If Required	\$23,500	(LS)
Task 112	Temporary Channel and Detention Drainage Design, If Required	\$41,000	(LS)
Task 113	Landscape Architecture Site Planning Assistance	\$10,000	(HR)
Task 114	Franchise Utility Coordination	\$18,000	(HR)
Task 115	Meetings; Exhibits; On-Call Services	\$36,000	(HR)
Task 116	Submittals and Permitting	\$10,000	(HR)
Task 117	Separate Instrument Easement (As Needed, Each)	\$1,200	(LS, EA)
Task 118	Response to RFI / Submittals – Civil	\$24,000	(HR)
Task 119	Record Drawings, If Required	\$7,000	(LS)
SUBTOTAL 100 SERIES		\$688,200	

200 SERIES: PERFECT GAME PARK ON-SITE CIVIL ENGINEERING

Task 201	Engineer's Opinion of Probable Construction Costs (OPCC)	\$17,500	(LS)
Task 202	Final Plat	\$14,500	(LS+tax)
Task 203	On-Site Civil Engineering – Perfect Game Fields (100 acres)	\$234,000	(LS)
Task 204	Franchise Utility Coordination	\$10,000	(HR)
Task 205	Meetings; Exhibits; On-Call Services	\$24,000	(HR)
Task 206	Submittals and Permitting	\$10,000	(HR)
Task 207	Separate Instrument Easement (As Needed, Each)	\$1,200	(LS, EA)
Task 208	Response to RFI / Submittals – Civil	\$12,000	(HR)
Task 209	Record Drawings, If Required	\$5,000	(LS)
SUBTOTAL 200 SERIES		\$328,200	

300 SERIES: PERFECT GAME PARK PLAYING FIELD DESIGN

Task 301	Playing Field Masterplan / Performance Goals	\$16,000	(LS)
Task 302	Schematic Design	\$29,000	(LS)
Task 303	Design Development	\$134,000	(LS)
Task 304	Issue for Construction Documents	\$215,000	(LS)
Task 305	Meetings / Team Coordination	\$43,000	(HR)
Task 306	Bidding / Clarifications	\$10,000	(HR)
Task 307	Construction Phase Services	\$93,000	(HR)
Task 308	Playing Field Fencing	\$49,000	(LS)
Task 309	Playing Field Lighting	\$148,000	(LS)
Task 310	Playing Field Structures	\$62,500	(LS)
Task 311	Championship Field Seating	\$47,000	(LS)
Task 312	Site Electrical, Audio, Video and Low-Voltage Systems	\$59,000	(LS)
SUBTOTAL 300 SERIES		\$905,500	

400 SERIES: PERFECT GAME PARK LANDSCAPE ARCHITECTURE

Task 401	Schematic Design	\$25,000	(LS)
Task 402	Design Development	\$38,000	(LS)
Task 403	Construction Documents	\$67,500	(LS)
Task 404	Meetings / Team Coordination	\$20,000	(HR)
Task 405	Schematic Lighting	\$12,200	(LS)
Task 406	Irrigation	\$22,500	(LS)
Task 407	Bidding	\$7,500	(HR)
Task 408	Construction Phase Services	\$12,500	(HR)
Task 409	Site Visits / Meetings	\$16,800	(HR)
SUBTOTAL 400 SERIES		\$222,000	

500 SERIES: US-79 WIDENING AND INTERSECTION IMPROVEMENTS

Task 501	Project Management	\$13,800	(LS)
Task 502	Data Collection	\$4,200	(LS)
Task 503	Topographic Survey and Subsurface Utility Engineering (SUE)	\$30,300	(LS)
Task 504	Preliminary 30% Schematic Design	\$45,600	(LS)
Task 505	Roadway Engineering	\$126,400	(LS)
Task 506	Traffic Engineering	\$35,500	(LS)
Task 507	TxDOT Advanced Funding Agreement Coordination	\$10,300	(LS)
Task 508	Environmental Services	\$15,000	(LS)
Task 509	Public Involvement	\$8,500	(LS)
Task 510	Bidding Phase Services	\$15,200	(LS)
Task 511	Construction Phase Services	\$18,100	(LS)
SUBTOTAL 500 SERIES		\$322,900	

Total Projected Fee
(Excludes Taxes and Expenses)

\$ 2,466,800

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to Legacy PG Development, LLC and the City of Hutto, Texas.

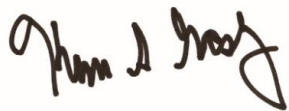
Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to _____.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return to us. 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 to you. Please contact me at (972) 770-1370 or jonathan.kerby@kimley-horn.com should you have any questions.

Sincerely,



Attachment: Standard Rate Schedule
Standard Provisions

Agreed to on this _____ day of _____, 2019.

LEGACY PG DEVELOPMENT, LLC

(Signature)

(Print or Type Name)

(Title)

CITY OF HUTTO, TEXAS

(Signature)

(Print or Type Name)

(Title)

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$135 - \$225
Professional	\$195 - \$255
Senior Professional I	\$210 - \$320
Senior Professional II	\$300 - \$340
Senior Technical Support	\$135 - \$210
Support Staff	\$85 - \$125
Technical Support	\$75 - \$125

Effective through June 30, 2020

Subject to annual adjustment thereafter

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant'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 the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (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 the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant 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 the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant 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 the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant 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 Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant 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 within 25 days of receipt.
- (d) If the Consultant 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 the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant 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 the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant 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 the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant 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 the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** 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 the costs of construction and materials, are made solely based on its judgment as a 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.

(7) **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. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant'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 the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, 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 THE CONSULTANT AND THE CONSULTANT'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 THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **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.

(11) **Construction Costs.** Under no circumstances shall the Consultant 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. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant 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.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client 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 two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant 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 the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant'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 the Consultant. Consultant 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) The Consultant 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 the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. 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 Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant 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.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) 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 the Consultant. 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.

Exhibit B

Payment Terms

Invoice Schedule.

Initial payment to be made within five days of bonds closing, estimated to be in December 2019.

Up to \$1,000,000 will be paid over the next six months, per Design Professional's typical draw schedule.

The balance of the contract payments due will be paid out upon the second bond issue, to occur no later than eight months from the original bond closing that occurs in December, per Design Professional's typical draw schedule.

Item 13.2 Attachments (12/3/20 CC Mtg)

Exhibit C

Insurance Requirements

Design Professional agrees to maintain the following insurance, at its expense, and keep in force with an insurance company authorized to do business in the State in which the Project is located and which has an A.M. Best Company, (a "Rated Company") or equivalent, financial rating of A-VII or better:

Professional Liability Insurance. Professional liability insurance arising out of errors and omissions or negligent acts committed by Design Professional in the performance of this agreement with limits not less than \$2,000,000.00 per claim and \$4,000,000.00 annual aggregate. Design Professional shall maintain this policy for a minimum of two years after completion of work or shall arrange for a two-year extended reporting period if the policy is canceled or non-renewed.

Commercial General Liability Insurance. Commercial general liability insurance (CG 0001 or its equivalent), written on an occurrence basis, including personal injury, bodily injury, broad form property damage, products and completed operations liability, contractual liability, and a severability of interests clause, in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial Automobile Liability Insurance. Design Professional agrees to maintain, at its expense, a commercial auto liability policy with a combined single limit of at least \$1,000,000 including owned, hired and non-owned vehicles.

Valuable Papers Insurance. Design Professional agrees to maintain Valuable Papers and Records Insurance in an amount sufficient to restore plans, drawings, field notes or other similar data related to work covered by this Agreement, including any such data created or maintained in electronic media.

Worker's Compensation. Design Professional agrees to maintain Worker's Compensation with statutory limits required by law and Employer's Liability Insurance limits shall be not less than:

- Bodily Injury by Accident: \$1,000,000 Each Accident
- Bodily Injury by Disease: \$1,000,000 Policy Limit
- Bodily Injury by Accident: \$1,000,000 Each Employee

Design Professional shall furnish Owner with certificates of insurance evidencing the foregoing coverages and the certificates shall contain a notation that (i) the insurer will give at least thirty (30) days written notice prior to any lapse in or cancellation of, (ii) the insurance companies will have no right of recovery or subrogation against the Owner and its insurers, (iii) the general liability insurance policy is provided on a per project aggregate basis, and (iv) such coverage shall be primary and non-contributory. In addition, except for worker's compensation and professional liability insurance, the policies shall name Owner, Owner's property manager and Owner's lender as additional insureds. Executed certificates of said policies shall be delivered to Owner within ten (10) days after execution of the Agreement for Professional Services. Notwithstanding anything to the contrary, Design Professional may satisfy any of its insurance requirements by means of a blanket, excess liability and/or umbrella policy(ies). Any and all deductibles or coinsurance in the above-described policies or inadequacy of limits for coverage shall be assumed by, for the account of, and at the Design Professional's sole risk.

If Design Professional subcontracts any portion of the Services, Design Professional shall, before permitting any of subcontractor to perform any Services, require each subcontractor to carry insurance with terms and limits similar to that specified above, except Professional Liability and Commercial General Liability minimum limits of \$1,000,000 Per Occurrence/\$2,000,000.00 Aggregate is required. Design Professional shall provide to the Owner certificates of insurance evidencing that each subcontractor carries insurance as required above, or evidencing that such subcontractors are named insureds under the Design Professional's insurance coverages. As with the Design Professional's insurance coverage, the Owner, Owner's property manager and Owner's lender, shall be named as an additional insured on any subcontractor's insurance required hereof.

Exhibit D

WAIVER AND RELEASE OF LIENS

PROJECT: (Name and address):

OWNER: (Name and address):

Contract or Reference No. _____

WHEREAS THE UNDERSIGNED: ☐ Contractor, ☐ Subcontractor, ☐ Supplier, ☐ Architect or Engineer, or
☐ _____ Has provided labor, services, materials or equipment, for the above project, under an agreement with:

In its capacity as: ☐ Owner or Owner's agent, ☐ Contractor, ☐ Subcontractor, ☐ Architect or Engineer.

SECTION A (check box and initial only one of the following):

☐ (Initial) ☐ **PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT** for labor, services, materials or equipment provided in the amount of _____ Dollars (\$ _____)
covering the following Partial Payment Request(s) or Invoices(s): (attach additional pages if necessary)
DATE: _____ **PAYMENT REQUEST or INVOICE NUMBER:** _____ **AMOUNT:** _____

Together with any previous payment(s) already received, but excluding any retainage or any labor, services, materials or equipment provided after the date of: _____, 20 _____

☐ (Initial) ☐ **FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT** for labor, services, materials or equipment provided in the amount of: _____ Dollars (\$ _____)

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above and a limited below:

SECTION B (check and initial only one of the following):

☐ (Initial) ☐ **CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT OF PAYMENT** and final bank clearance of said emittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise cancelled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment therefore was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further, act, acknowledgement or receipt on the part of the Undersigned

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT of the total amount of \$ _____
in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

☐ (Initial) ☐ **UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF PAYMENT** in the above amount
for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

COMPANY: _____
ADDRESS: _____
NAME: _____
TITLE: _____

State of: _____)
County of: _____)
Subscribed and sworn to before me this _____)
day of _____, 20 _____)

NOTARY PUBLIC: _____

My Commission Expires: _____

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KCP-4779191-4

Legacy PG Development, LLC
4717 Central
Kansas City, MO 64112
816-777-3500



Proposal No.

Company:

From:

To: Design Manager
Fax: 816/777-3501

Project:

cc:

Authorization for Additional Services

Design Professional has been requested to perform Services beyond the Scope of Services in the Agreement between Owner and Design Professional for this Project. Upon written authorization by Owner, these Additional Services will be charged in accordance with the terms of that Agreement unless otherwise indicated herein; except as otherwise provided herein, all conditions, terms, provisions, covenants and representations of that Agreement shall continue in full force and effect.

Description of Services or Expense:

Fee Adjustment (not to exceed without additional authority): \$ _____

DESIGN PROFESSIONAL

Proposed and Agreed
on behalf of Design Professional:

Signature

Title

Date

OWNER

Services requested on behalf of
Owner by:

Printed Name

Authorized on behalf of Owner by:

Authorized Signature

Date

By signing this document, Design Professional agrees that this proposal and amendment includes all costs whatsoever associated with this change in Services and that there shall be no additional claims related to this change.

This Authorization is not effective until signed by Owner's authorized representative.

Exhibit H

RFI and Related Terms

1.1 REQUESTS FOR INFORMATION (RFI)

A. GENERAL RULES. "Construction Request for Information" Form: The Contractor shall request clarification of information contained in the construction drawings or the project manual from the Design Professional via use of the "Construction Request for Information" form.

1. The Contractor shall submit a completed and legible Request for Information form only after a thorough review of all applicable Drawings and Project Manual Sections, and only if the Contractor is still not able to resolve the problem or clarification based on the information contained therein.
2. Unnecessary RFIs adversely impact the Design Professional's ability to respond in a timely manner to valid RFIs. Should the Design Professional determine that submitted RFIs are unnecessary, in that the information being requested by the Contractor on a continuing basis is clearly depicted either in the construction drawings or in the Project Manual, then the cost for the Design Professional's and its consultants' time required to respond to unnecessary RFIs shall be backcharged to the Contractor in accordance with the AIA A201 General Conditions.
3. The Design Professional will review and respond to Construction Request(s) for Information prepared by the Contractor's Project Manager or Project Superintendent only. Subcontractor requests for information will not be received by Owner nor by Design Professional and shall be addressed only when prepared by the Contractor's Project Manager or Project Superintendent only.
4. The Design Professional's response to a Contractor's Request for Information shall not be considered an authorization to proceed with extra work. The Contractor shall not proceed with "additional" or "extra work" without written authorization from the Owner, in accordance with the procedures set out in this **Section** for Contractor-Initiated Proposals, part 1.2.B, below.

B. PROCEDURES. In the event that the Contractor feels that it is in need of additional clarification or interpretation of the Contract Documents, it shall follow these procedures:

- a. Contractor shall submit to Design Professional in writing, in a timely manner so as not to delay the Work, a Request for Information clearly stating the issue and making specific reference to the drawing, page, detail, section, plan, specification section or field condition on which Contractor needs either clarification or interpretation.
- b. Contractor shall allow not less than ten (10) calendar days for Design Professional to make a written response.

- c. It is expected that Contractor will have made a full and coordinated review of the Contract Documents during bidding or negotiation, and will coordinate all questions of its subcontractors and suppliers prior to entering into the construction contract. Therefore, the use of the RFI process should be limited to conditions and circumstances that could not reasonably have been foreseen by Contractor during the bidding and negotiation process.
- d. Design Professional shall respond in writing to Contractor in a timely manner, so as not to delay the progress of the Work. However, where multiple RFI's are submitted in a short time period, Contractor must realize that this will cause a delay in getting a timely response from the Design Professional and its consultants. Therefore, Contractor shall not be entitled to any time extension nor cost increase based on a delay in Design Professional responding to more than five (5) RFIs that were submitted over any overlapping period of ten (10) working days.
- e. If Contractor believes, based on Design Professional's written response to an RFI, that it is entitled to a change in either the Contract Time or Contract Price, it shall follow the procedures set out in this Section for Contractor-Initiated Proposals, part 1.2.B, below.

1.2 PROPOSAL REQUESTS

A. OWNER-INITIATED PROPOSAL REQUESTS: The Design Professional or Owner's Representative will issue a written and detailed Request for Proposal (RFP) to Contractor, containing a description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. GENERAL RULES. The following general rules apply to Owner-initiated and/or Design Professional-initiated RFP's:

- a. **PROPOSAL REQUESTS ISSUED BY OWNER OR DESIGN PROFESSIONAL ARE FOR INFORMATION ONLY.** Do not consider them instructions either to stop work in progress or to execute the proposed change.
- b. **INCLUDE A LIST OF QUANTITIES** of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
- c. **IF REQUESTED, FURNISH SURVEY DATA** to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- d. **INCLUDE AN UPDATED CONTRACTOR'S CONSTRUCTION SCHEDULE** that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

2. PROCEDURES. The Owner reserves the right to make changes to the design or the schedule for the Project. In the event of such Owner-initiated change, the parties shall follow these procedures:

- a. Either the Design Professional or the Owner's Representative shall issue a written Request for Proposal ("RFP") to the Contractor. The RFP shall be sent to Contractor. Contractor shall acknowledge receipt of the RFP to Owner.
- b. Within ten (10) calendar days from receipt of the Owner's RFP, the Contractor shall prepare a PCO. Contractor shall assign a new PCO number to each successive PCO. If the PCO is a revision of a prior PCO, the number shall be the same, with a designation "R-1" for "Revised", e.g. PCO No. 37-R-1. Subsequent revisions to this PCO shall be designated R-2, R-3, etc. until final action is taken, by either acceptance or rejection of the PCO.
- c. NOTE: If Contractor fails to so respond within ten (10) calendar days, then the method and the adjustment determined by the Design Professional under paragraph 7.3.6 of the AIA A201 General Conditions shall be final and binding on the parties. Owner reserves the right to have such work performed by another contractor if Contractor fails to so respond. If so, Contractor shall be responsible for the difference in cost between the amount the Design Professional determines would have been reasonable had Contractor performed the work, and the actual cost Owner incurs to hire another contractor to perform the same (including any premium costs, mobilization, scaffold, equipment, demobilization, insurance, overhead and other costs that might have not been incurred had Contractor performed this changed work).
- d. The Contractor shall execute the PCO and shall deliver it to Owner's Representative and to the Design Professional.
- e. Owner and Design Professional shall review the PCO. Contractor is not authorized to take any action to implement the change set out in the PCO without written authorization from Owner's Representative.
- f. Owner and Design Professional shall respond to the PCO in writing, either accepting or rejecting the Proposal for Change Order. Either Owner or the Design Professional may request additional detail or information from Contractor, if necessary, prior to Owner's action on the PCO. Contractor shall timely respond to such request for additional information within five (5) working days from receipt of such request. If the PCO is acceptable to Owner and Design Professional, both shall acknowledge their acceptance by executing the PCO document.
- g. Owner may request Design Professional's input and recommendation as to the scope, price or time proposed by Contractor in the PCO, which shall be done in a timely manner.
- h. With or without Design Professional's input, Owner may accept the PCO in whole, or in part; and may request a revised Proposal based on new criteria. If rejected, the PCO process shall be terminated by Owner's written rejection. If accepted, in whole or in part, upon receipt of Owner's written acceptance and instructions,

Contractor is authorized to immediately implement the change (unless Owner's instructions indicate otherwise). A written Change Order will be prepared on a monthly basis to memorialize the acceptance of all PCOs approved during the previous month.

- i. Owner shall prepare a written Change Order on a monthly basis, when necessary, and shall transmit the same to the Contractor for signature. Contractor shall have the Change Order signed by an authorized officer or agent not less than five (5) working days from receipt and shall return the same to the Owner for signature. Owner shall provide Contractor and Design Professional with a fully executed copy of the final, signed Change Order. Alternatively, the Change Order may be presented to Contractor for signature by all parties at the Monthly Progress Meeting. Contractor shall have someone duly authorized to execute Change Orders in attendance at all Monthly Progress Meetings.
- j. Owner's Representative shall enter a Commitment into the Owner's Accounting System and shall forward to Contractor the appropriate accounting lines, if applicable, for Contractor's use and inclusion in the next month's Application for Payment to Owner.

B. CONTRACTOR-INITIATED PROPOSALS: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.

1. GENERAL RULES:

- a. **INCLUDE A STATEMENT OUTLINING REASONS FOR THE CHANGE** and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
- b. **INCLUDE A LIST OF QUANTITIES OF PRODUCTS** required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- c. **INDICATE APPLICABLE TAXES**, delivery charges, equipment rental, and amounts of trade discounts.
- d. **INCLUDE AN UPDATED CONTRACTOR'S CONSTRUCTION SCHEDULE** that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- e. **COMPLY WITH SPECIFIED "PRODUCT REQUIREMENTS"** if the proposed change requires substitution of one product or system for product or system specified.

2. PROCEDURES. If the Contractor initiates a request for a change, the parties shall follow these procedures:

- a. Contractor shall forward to the Design Professional and Owner's Representative a written Proposal Request ("PR"), using either AIA Document G709, or other form approved in advance by the Design Professional for Work the Contractor has identified as either a scope change or other change that would warrant a modification to the Contract Price or the Contract Time.
- b. Contractor shall number its Proposal Requests in sequence, as PR-1, etc. **DO NOT CONFUSE CONTRACTOR-INITIATED PROPOSAL REQUESTS WITH OWNER-INITIATED REQUESTS FOR PROPOSALS ("RFP") NUMBERING SYSTEM. THESE SHALL BE NUMBERED AND ADMINISTERED SEPARATELY.**
- c. If Design Professional believes that Contractor's Proposal Request has merit, Design Professional shall promptly confer with the Owner to discuss such Proposal Request.
- d. Owner and Design Professional shall review the PR. Contractor is not authorized to take any action to implement the change set out in the PR without written authorization from Owner's Representative.
- e. Owner shall respond to the PR in writing, either accepting or rejecting the Proposal Request. Either Owner or the Design Professional may request additional detail or information from Contractor, if necessary, prior to Owner's action on the PR. Contractor shall timely respond to such request for additional information within five (5) working days from receipt of such request.
- f. Owner may request Design Professional's input and recommendation as to the scope, price or time proposed by Contractor in the PR, which shall be done in a timely manner.
- g. With or without Design Professional's input, Owner may accept the PR in whole, or in part, and may request a revised Proposal Request based on new criteria. If rejected, the PR process shall be terminated by Owner's written rejection. If accepted, in whole or in part, upon receipt of Owner's written acceptance and instructions, Contractor is authorized to immediately implement the change (unless Owner's instructions indicate otherwise). A written Change Order will be prepared on a monthly basis to memorialize the acceptance of all PRs and PCOs approved during the previous month.
- h. Owner shall prepare on a monthly basis, when necessary, a written Change Order and shall transmit the same to the Contractor for signature. Contractor shall have the Change Order signed by an authorized officer or agent not less than five (5) working days from receipt and shall return the same to the Owner for signature. Owner shall provide Contractor and Design Professional with a fully executed copy of the final, signed Change Order. Alternatively, the Change Order may be presented to Contractor for signature by both parties at the Monthly Progress Meeting. Contractor shall have someone duly authorized to execute Change Orders in attendance at all Monthly Progress Meetings. The signature of the Design Professional is NOT required for a valid and enforceable Change Order.

- i. Owner's Representative shall enter a Commitment into the Owner's Accounting System and shall forward to Contractor the appropriate accounting lines, if applicable, for Contractor's use and inclusion in the next month's Application for Payment to Owner.

Item 13.2 Attachments (12/3/20 CC Mtg)

Kimley»Horn

October 24, 2019

Mr. Dan Lowe
Managing Partner
Legacy Development
4717 Central Street
Kansas City, Missouri 64112

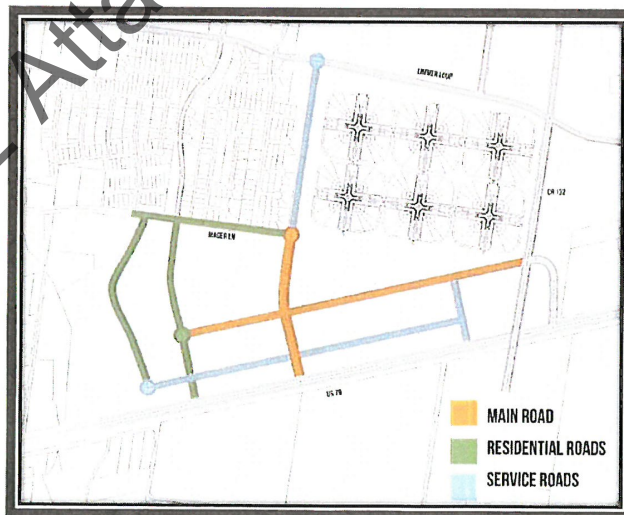
**Re: Agreement for Professional Services
+/- 294-acre Multi-Use Project
NWC US-79 & CR 132
City of Hutto, Texas**

Dear Mr. Lowe:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant"), is pleased to submit this letter agreement (the "Agreement") to Legacy Development ("Client") for professional services related to the proposed +/- 294-acre multi-use development in the City of Hutto, Texas. This agreement is for the non-ballfield portion of the overall site. The site civil engineering design for the ball fields is covered under a separate agreement. Our project understanding, scope of services, schedule, and fee are presented below. *Client may assign this agreement to a different entity at any time.*

PROJECT UNDERSTANDING

on behalf of the City of Hutto, TX,
Client is developing the subject site and has requested Kimley-Horn provide this Professional Services Agreement associated with the design and permitting of the tracts totaling approximately 294-acres. It is Kimley-Horn's understanding that rezoning will be required. The rezoning of the site is being done in conjunction with the City of Hutto and Kimley-Horn, under a separate agreement.



kimley-horn.com

13455 Noel Drive, Two Galleria Office Tower, Ste 700, Dallas, TX 75240

972 770 1300

SCOPE OF SERVICES

The tasks outlined below are the professional services to be provided by Kimley-Horn for the non-ball field portion of the project, Phase 1. The scope of services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated. The scope of services described for Hourly (HR) tasks have a projected budget amount indicated. Actual invoiced amount for Hourly tasks will be based on the effort required to complete the task. Hourly effort will be invoiced per our attached hourly rate schedule in affect at the time the services are provided.

The below tasks are for the overall 294-acre site. Tasks related to Phase 1 are excluded from this agreement and will be done under a separate agreement.

Task 1 Topographic Survey

\$ 13,500 (LS)



Kimley-Horn will prepare a topographic survey for the additional area shown above to be used for site planning and civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of: Elevations around the adjacent perimeter of the site; Contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; Observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances; Dig Tess markings of subsurface utilities that are in place at the time our field work is being done; and two benchmarks established with the survey.

Task 2 Mass Grading and Overall Utility Plans

\$ 34,500 (LS)

Kimley-Horn will prepare the following plans which will become the basis of design for Phase 1 of the project and future phases.

- a. Mass Grading Plan- We will prepare a mass grading plan for the overall 294-acre site taking into consideration the detention requirements, if any, and the geotechnical results for the site, including the baseball fields. The goal will be to try to balance the earthwork on the overall site such that export, or import is not required, other than as directed by the Geotechnical report for buildings, paving, and field preparation (select fill).
- b. Preliminary Water\Sanitary Sewer Plan – We will prepare a preliminary water and sanitary plan for the overall 294-acre site. This plan will indicate the major mains for both water and sanitary sewer which will be needed to serve the overall site.
- c. Preliminary Drainage Plan – We will prepare an overall master drainage plan for the overall site incorporating the results of the Downstream Assessment as it relates to the overall site.

Task 3 Downstream Assessment

\$ 26,000 (LS)

Kimley-Horn will prepare a downstream assessment for the subject property to determine if the City will require detention for all or a portion of the 294-acre development. The assessment will be prepared in accordance with the City's storm water criteria. The limits of the assessment will extend from the northern property boundary to the crossing of Cottonwood Creek at SH 79.

Kimley-Horn will prepare one existing, one proposed, and one fully developed condition hydrologic analysis of the watershed using the Unit Hydrograph Method. The watershed boundaries will be established using record drawings and readily available LiDAR topography and on ground survey provided under a separate task. Land use information will be based on aerial photography, site observation, and the City's Future Land Use Plan.

If the results of the analysis show detention is required, KH will calculate the volume and allowable discharge rate from the pond(s). Detailed design of the grading and outfall of the pond will be prepared under a separate task.

Kimley-Horn will prepare a downstream assessment submittal to the City for the property. The submittal will include:

- Technical Memorandum
- Hydrologic Analysis
- Hydrologic Workmap for Existing, Proposed, and Fully Developed Conditions
- Digital Model

Kimley-Horn will respond to one round of City comments as part of this task. Kimley-Horn cannot guarantee City approval of the submittal.

Task 4 Meetings; Exhibits; On-Call Services

\$ 12,000 (HR)

Kimley-Horn will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement. This task will also capture effort expended by Kimley-Horn on tasks that are requested by the Client but are not already included in the defined scope of services. This task is also intended to capture effort necessary to complete a task beyond the effort included in the detailed scope description. Due to the unknown nature of this task, it will be billed at an hourly rate. We have projected 50 hours of effort for this task.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates.

1. Roadway Plans;
2. On-Site Civil Engineering;
3. Landscape Plans;
4. Landscape/Hardscape Plans;
5. Irrigation Plans;
6. Any other item not specifically listed in this agreement;

INFORMATION PROVIDED BY THE CLIENT

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

1. Permission to enter the subject property;
2. Geotechnical report including paving design recommendation and foundation preparation recommendations;
3. Executed copy of this agreement;
4. Any current Title Commitments on the subject property.

FEE AND EXPENSES

Kimley-Horn will perform the hourly Tasks on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the attached rate schedule, which is subject to annual adjustment. Kimley-Horn will perform the Lump Sum Tasks for the total lump sum labor fee indicated. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. *It is anticipated that payments for the work herein will be made from and upon receipt of the first project bond issue, Dec 1, 2019*

Please be advised that Kimley-Horn is not a Contingent Partner in this project. As such, Kimley-Horn will be paid in full for all Professional Services rendered. As stated in the attached Standard Provisions, payment of invoices will be due within 30 days of receipt. Kimley-Horn reserves the right to suspend services if payment has not been received within 30 days of receipt of the invoice.

Kimley-Horn will perform the services described in this scope of services on a lump sum (LS) basis or an hourly (HR) rate basis per the attached rate schedule.

Task 1	Topographic Survey	\$13,000	(LS)
Task 2	Mass Grading and Overall Utility Plans	\$34,500	(LS)
Task 3	Downstream Assessment	\$26,000	(LS)
Task 4	Meetings; Exhibits; On-Call Services	\$12,000	(HR)

Total Projected Fee
(Excludes Expenses)

\$ 85,500

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CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to Legacy Development.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to _____.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. 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 to you. Please contact me at (972) 770-1370 or jonathan.kerby@kimley-horn.com should you have any questions.

Sincerely,



Kevin S. Gaskey, P.E.
Senior Vice President



Jonathan Kerby, P.E.
Project Manager

Attachment: Standard Rate Schedule
Standard Provisions

Agreed to on this _____ day of _____, 2019.

LEGACY DEVELOPMENT, LLC

(Signature)

(Print or Type Name)

(Title)



Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$135 - \$225
Professional	\$195 - \$255
Senior Professional I	\$210 - \$320
Senior Professional II	\$300 - \$340
Senior Technical Support	\$135 - \$210
Support Staff	\$85 - \$125
Technical Support	\$75 - \$125

Effective through June 30, 2020

Subject to annual adjustment thereafter

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant'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 the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (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 the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant 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 the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant 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 the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant 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 Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant 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 within 25 days of receipt.
- (d) If the Consultant 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 the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant 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 the Consultant to collect additional amounts from the Client. *It is anticipated that payment for services referenced herein will be paid thru the project bond issue, December 2020.*

(5) **Use of Documents.** All documents and data prepared by the Consultant 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 the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant 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 the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** 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 the costs of construction and materials, are made solely based on its judgment as a 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.

(7) **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. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant'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 the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, 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 THE CONSULTANT AND THE CONSULTANT'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 THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **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.

(11) **Construction Costs.** Under no circumstances shall the Consultant 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. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant 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.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client 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 two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

Rev 01/18

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant 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 the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant'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 the Consultant. Consultant 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) The Consultant 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 the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. 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 Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant 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.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) 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 the Consultant. 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.



June 11, 2019

Mr. Jim Leslie
Wolverine Interests, LLC
16250 Knoll Trail Drive, Suite 210
Dallas, Texas 75248

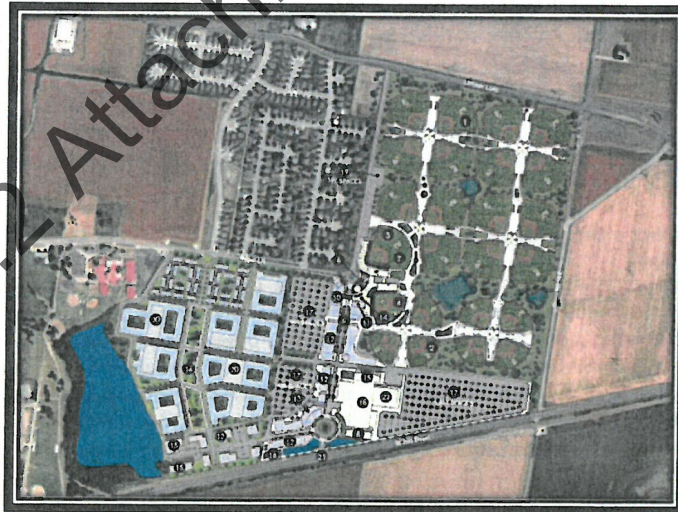
Re: *Agreement for Professional Services
+/- 242-acre Multi-Use Project
SH US-79 & CR 132
City of Hutto, Texas*

Dear Jim:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant"), is pleased to submit this letter agreement (the "Agreement") to Wolverine Interests, LLC ("Client") for professional services related to the proposed +/- 242-acre multi-use development in the City of Hutto, Texas. Our project understanding, scope of services, schedule, and fee are presented below.

PROJECT UNDERSTANDING

Client is developing the subject site on behalf of the City of Hutto and has requested Kimley-Horn provide this Professional Services Agreement associated with the design and permitting of the tracts totaling approximately 242-acres. It is Kimley-Horn's understanding that rezoning will be required.



kimley-horn.com

13455 Noel Drive, Two Galleria Office Tower, Ste 700, Dallas, TX 75240

972 770 1300

SCOPE OF SERVICES

The tasks outlined below are the professional services to be provided by Kimley-Horn. The scope of services described for Lump Sum (LS) tasks will be completed for the lump sum fee indicated. The scope of services described for Hourly (HR) tasks have a projected budget amount indicated. Actual invoiced amount for Hourly tasks will be based on the effort required to complete the task. Hourly effort will be invoiced per our attached hourly rate schedule in effect at the time the services are provided.

Task 1 Boundary, Improvements, and Topographic Survey \$67,000 (LS)

Kimley-Horn will prepare a boundary, improvements, and topographic survey for the Subject Tract area to be used for site planning and civil engineering design purposes. The survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of:

- Locating existing monumentation, property lines, platted lot lines, street right-of-ways, easements, and any encroachments or protrusions of visible improvements.
- All existing substantial features and improvements will be located. This includes buildings, parking areas, driveways, sidewalks, top of curb and gutter, islands, light poles, and drainage structures.
- Observed locations of existing utilities including electric and communications lines, water, wastewater, storm drains, gas, and franchise utility facility appurtenances as well as inverts, flow lines, and pipe sizes where accessible. Texas 811 markings of subsurface utilities that are in place at the time our field work will also be located. This part of the proposal does not include subsurface utility engineering such as pot-holing or excavating.
- Topographic information at a even grid will be provided with details of features and contour lines representing the surface of the existing ground at one-foot intervals. Bench marks will be set on site and tied to the North American Vertical Datum of 1988.

TBPLS Firm Number: San Antonio, 10193973

Task 2 Site Planning \$10,000 (LS) (HR)

Kimley-Horn will assist the Client and architect with site planning the ±242-acre tract. Due to the unquantifiable nature of this task, this task will be billed at an hourly rate. We have estimated 50 hours of effort for this task.

Task 3 Drainage Due Diligence Memo \$5,500 (LS)

Kimley Horn will perform a drainage analysis to review the existing drainage system on-site and downstream to the Zone of Influence of the site as defined by Kimley-Horn. Kimley-Horn will review record plans for the existing storm drain system adjacent and downstream of the site in an effort to understand existing drainage infrastructure capacity. Kimley-Horn will calculate the available capacity and allowable discharge from the proposed project in the City design storm events. The runoff for the proposed project will be analyzed and compared to the allowable discharge. Kimley-Horn will provide an opinion of whether detention will be required. The results of the analysis will be presented in a memo.

Kimley-Horn will evaluate the site for the presence of a dam in general accordance with Texas Administrative Code, Chapter 299, Subchapter B: Design and Evaluation of Dams and H&H Guidelines for Dams in Texas (TCEQ, 2007). Kimley-Horn will use LiDAR and on-ground topographic survey to

approximate the dam classification. On-ground topographic survey will be provided by the Client. The spillway associated with the dam will be required to pass the corresponding Probable Maximum Flood (PMF) design event, based on dam classification. Kimley-Horn will evaluate the existing spillway and provide an opinion of whether the spillway is adequate to pass the TCEQ's design event.

Kimley-Horn will summarize the results of this task in a technical memorandum for submittal to the client. The memorandum will include opinion of existing impoundments of water, whether they fall under dam criteria. If it is believed the on-site ponds are dams, the memorandum will detail the process and approximate timeframe to bring the dam(s) into compliance. The memorandum will also provide an option to remove the dam if the analysis reveals that removal is viable option, per TCEQ guidelines.

Under this task, Kimley-Horn will research published, City, County, State, or Federal drainage criteria as it relates to development of the subject property. Kimley-Horn will perform effort specifically listed below:

- Review published Plat map;
- Research, review, and document estimated review fees/times;
- Research FEMA's database for presence of existing floodplain or any pending FEMA floodplain for the area;
- Research, review and document all applicable drainage criteria for the site to develop;

Kimley-Horn will include this information in the aforementioned due diligence memorandum noting our findings. Sources of information for the memo will include the following: information supplied by the Client and review of publicly available documents. Client may use this memo as part of its due diligence, but this memo should not be used as the sole basis for the Client's decision making.

Kimley-Horn will endeavor to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with Client. Our assessment is based, in large part, on information provided to us by the Client and that which is publicly available and therefore is only as accurate and complete as the information provided to us. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen/unknown site conditions.

We have estimated 30 hours of effort for this task.

Task 4 Zoning/PUD Assistance

\$ 20,000 (HR)

Kimley-Horn will provide assistance to the Client and other members of the design team in support the Client's rezoning request. Kimley-Horn will serve in a support role and will not be the lead consultant in this effort. It is our understanding that the zoning written document and supporting documentation will be prepared and submitted by others. Kimley-Horn will participate in strategy calls and meetings and will review draft deliverables prior to submission. Kimley-Horn will attend one meeting with review staff and one meeting at which the submission is considered for approval. Due to the unquantifiable nature of this task, it will be billed at an hourly rate. We have estimated 100 hours of effort for this task.

Task 5 Franchise Utility Coordination

\$ 4,000 (LS)

Kimley-Horn will provide assistance to the Client to arrange franchise utility service (gas, electric, cable/data, and telephone) for the project. Design of franchise utilities will be by the franchise utility companies. Kimley-Horn will coordinate locating these utilities on the site utility plan as they relate to the storm drain, water, and wastewater layouts. If provided in a timely manner and in AutoCAD format by the franchise utility companies, the franchise utility layouts will be shown on the civil plans. Transformer and switchgear locations will be coordinated with the electric company. We have estimated 20 hours of effort for this task.

Task 6 Meetings; Exhibits

\$ 10,000 (HR)

Kimley-Horn will prepare for and attend meetings with the design team, reviewing staff, and other stakeholders, to the extent requested by the client and budgeted for in this agreement. This task will also capture effort expended by Kimley-Horn on tasks that are requested by the Client but are not already included in the defined scope of services. This task is also intended to capture effort necessary to complete a task beyond the effort included in the detailed scope description. Due to the unknown nature of this task, it will be billed at an hourly rate. We have estimated 50 hours of effort for this task.

Task 7 Engineer's Opinion of Probable Construction Costs (OPCC)

\$ 5,000 (LS)

Kimley-Horn will prepare an OPCC of the Phase 1 civil on-site improvements. The deliverable for this task will be one spreadsheet in PDF format. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

TRAFFIC IMPACT ANALYSIS

The study area for the project location was defined in coordination with the City of Hutto and TXDOT Austin District. In addition to the proposed site driveway intersections (up to 5), the following offsite intersections will require analysis:

Signalized Intersections

1. US 79 & South FM 1660
2. US 79 & North FM 1660
3. FM 1660 & Limmer Loop
4. FM 1660 & Carl Stern

Unsignalized Intersections

1. US 79 & CR 132
2. Front Street & FM 1660

3. Front Street & Jim Cage Ln
4. FM 1660 & Mager Lane
5. Mager Lane & Carol Drive
6. Carol Drive & Limmer Loop
7. Limmer Loop & CR 132
8. US 79 & CR 136

The analysis will be prepared with the development divided into up to three phases of development.

Task 8 Trip Generation, Distribution, and Assignment \$ 2,500 (LS)

- A. Trip Generation – Trip generation estimates for phased build out development will be prepared based on the trip generation rates found in the *ITE Trip Generation Manual, 10th Edition* for phased development (up to three phases). Where standard rates are not available, anticipated attendance characteristics provided by the Client may be used to supplement ITE information.
- B. Site Traffic Distribution and Assignment – Site traffic distribution and assignment will be established based upon existing and future traffic patterns and area roadway systems.

Task 9 Data Collection \$ 5,000 (LS)

Kimley-Horn will collect the following data:

- A. Traffic Count Data – Kimley-Horn will collect AM and PM turning movement at the study intersections identified above.
- B. Initial Field Observation – Prior to our evaluation, Kimley-Horn will conduct field observations within the study area to document the following elements:
 1. Roadway widths;
 2. Existing speed limits; and
 3. Current traffic control devices and operations.

Task 10 Capacity Analysis \$ 11,000 (LS)

- A. Intersection Capacity Analysis – Kimley-Horn will perform AM and PM peak hour intersection capacity analysis for the previously identified intersections.
- B. Driveway Evaluation – Kimley-Horn will evaluate the proposed placement and spacing of driveways using current TXDOT design criteria.
- C. Turn Lane Assessment – Kimley-Horn will evaluate the turn lane requirements applicable to the development using TXDOT design criteria and the site traffic assignment estimated as part of Task 6.B.
- D. Mitigation Development – If it is determined that roadway and site access improvements are necessary from a capacity and/or operational standpoint, Kimley-Horn will identify the types of improvements required to support the proposed development. Kimley-Horn will identify the need for additional lanes, storage length requirements, and ingress/egress improvements within the study area, but not design any improvements.
- E. Impact Fee/Rough Proportionality Determination – For any mitigation identified in Task 8.B and

any border street or substandard street requirements from the City of Hutto, Kimley-Horn will prepare a planning level opinion of probable cost and determine whether any of the improvements may be eligible for impact fee offsets or limited by rough proportionality requirements.

Task 11 Document Study Results \$ 5,000 (LS)

An electronic (PDF) draft TIA that documents the study methodology, traffic volumes, analysis results, and recommendations for improvements (if necessary) will be prepared and submitted to the Client and the City for review and comment. Kimley-Horn will then incorporate one set of review comments and submit two (2) copies of the final TIA to the Client.

Task 12 Meetings \$ 4,000 (LS)

Kimley-Horn will prepare for and attend up to a total of three (3) meetings with the Client or City/TxDOT to discuss and review the study progress and results. It is anticipated that one of these will be the TIA Scoping Meeting with the City to receive concurrence on the scope of the study.

Task 13 Addt'l Meetings, TXDOT Coordination & Addt'l Comment Response \$7,500 (LS)

Kimley-Horn will prepare for and attend meetings with the Client, City or TXDOT to discuss and review the study progress and results as requested. Attendance at meetings beyond the three (3) identified in Task 10 and response to any additional comments from review agencies outside the one round of comment identified in Task 9 will be billed hourly.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates.

1. Downstream Assessment;
2. On-Site Civil Engineering Plans;
3. Off-Site Civil Engineering Plans;
4. Turn Lane Design;
5. Landscape Plans;
6. Irrigation Plans;
7. Any other item not specifically listed in this agreement;

INFORMATION PROVIDED BY THE CLIENT

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

1. Final architectural footprint for the proposed building and any other structures proposed for the site (hard copy & min AutoCAD 2000 format);
2. Client approved architectural site plan
3. Final structural foundation plan for proposed building and any other structures proposed for the site (hard copy & min. AutoCAD 2000 format);
4. Mechanical, electrical, and plumbing plans for the building and site work; (Including water meter sizes, domestic water and fire sprinkler service sizes, utility entry locations, sanitary sewer service size, location and depth, transformer pad locations, a/c pad locations, and roof drain size, location and depth);
5. Permission to enter the subject property;
6. Site Signage Plans;
7. Geotechnical report including paving design recommendation and foundation preparation recommendations;
8. Executed copy of this agreement;
9. Any current Title Commitments on the subject property.

FEE AND EXPENSES

Kimley-Horn will perform the hourly Tasks on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the attached rate schedule, which is subject to annual adjustment. Kimley-Horn will perform the Lump Sum Tasks for the total lump sum labor fee indicated. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. An amount (6.0% of our labor fee) will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All permitting, application, and similar project fees will be paid directly by the Client.

Please be advised that Kimley-Horn is not a Contingent Partner in this project. As such, Kimley-Horn will be paid in full for all Professional Services rendered. As stated in the attached Standard Provisions, payment of invoices will be due within 30 days of receipt. Kimley-Horn reserves the right to suspend services if payment has not been received within 30 days of receipt of the invoice.

Kimley-Horn will perform the services described in this scope of services on a lump sum (LS) basis or an hourly (HR) rate basis per the attached rate schedule.

Task 1	Boundary, Improvements, and Topographic Survey	\$67,000	(LS)
Task 2	Site Planning	\$10,000	(LS) (HR)
Task 3	Drainage Due Diligence Memo	\$5,500	(LS)
Task 4	Zoning/PUD Assistance	\$20,000	(HR)
Task 5	Franchise Utility Coordination	\$4,000	(LS)
Task 6	Meetings; Exhibits	\$10,000	(HR)
Task 7	Engineer's Opinion of Probable Construction Costs (OPCC)	\$5,000	(LS)
Task 8	Trip Generation, Distribution, and Assignment	\$2,500	(LS)
Task 9	Data Collection	\$5,000	(LS)
Task 10	Capacity Analysis	\$11,000	(LS)
Task 11	Document Study Results	\$5,000	(LS)
Task 12	Meetings	\$4,000	(LS)
Task 13	Add'l Mtgs, TXDOT Coord & Addt'l Comment Response	\$7,500	(LS)

Total Projected Fee **\$ 156,500**
(Excludes Expenses)

*Projected Fee assumes one Separate Instrument Easement

Projected Internal Expenses and Taxes **\$ 9,400**
(Excludes External Expenses)

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to Wolverine Interests, LLC.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to jilesle@wolverineinterests.com

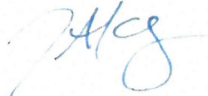
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at (972) 770-1370 or jonathan.kerby@kimley-horn.com should you have any questions.

Sincerely,



Kevin S. Gaskey, P.E. (TX)
Principal



Jonathan Kerby, P.E.
Project Manager

Attachment: Standard Rate Schedule
Standard Provisions

Agreed to on this 17th day of June, 2019.

Wolverine Interests, LLC

(Signature)

(Print or Type Name)

(Title)

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD RATE SCHEDULE

(Hourly Rate)

Senior Professional II	\$290 - \$325
Senior Professional I	\$205 - \$305
Professional	\$190 - \$245
Senior Technical Support	\$130 - \$205
Technical Support	\$75 - \$120
Analyst	\$130 - \$215
Support Staff	\$ 80 - \$ 120

Effective July 2018 and subject to revision

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant'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 the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (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 the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant 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 the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant 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 the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant 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 Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant 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 within 25 days of receipt.
- (d) If the Consultant 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 the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant 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 the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant 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 the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant 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 the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** 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 the costs of construction and materials, are made solely based on its judgment as a 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.

(7) **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. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant'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 the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, 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 THE CONSULTANT AND THE CONSULTANT'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 THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **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.

(11) **Construction Costs.** Under no circumstances shall the Consultant 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. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant 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.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client 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 two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant 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 the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant'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 the Consultant. Consultant 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) The Consultant 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 the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. 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 Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant 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.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) 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 the Consultant. 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.

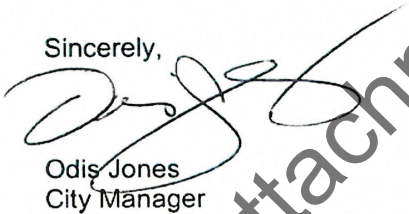


MEMO

To: Hutto City Secretary
From: Odis Jones
Date: July 26, 2019
Subject: Delegation of Duty

Pursuant to Section 4.01(G) of the City Charter, during my absence Assistant City Manager Byron Frankland shall serve in capacity of acting Hutto City Manager, and in his and my absence, Michel Sorrell Assistant City Manager shall serve as acting City Manager of Hutto.

Sincerely,



Odis Jones
City Manager

cc: Byron Frankland
Michel Sorrell
Mayor Doug Gaul

City Council

AGENDA ITEM REPORT



To: City Council
Subject: Consideration and possible action on a resolution approving the proposed Star Ranch Apartments Final Plat, 13.925 acres, more or less, of land, one multifamily lot, located on Star Ranch Boulevard.(Ashley Lumpkin)
Meeting: City Council - 17 Dec 2020
Department: Development Services
Staff Contact: Ashley Lumpkin

BACKGROUND INFORMATION:

The Star Ranch development area is located outside of the City limits in the Extraterritorial Jurisdiction (ETJ). This area is subject to a Strategic Partnership Agreement (SPA) and Limited Purpose Annexation (LPA) which include a Concept Plan which has since been revised.

The proposed Star Ranch Apartments Final Plat application is the last step in creating a legal lot for a future multi-family development.

The Final Plat for Star Ranch Apartments is located to the west of SH 130 along the north side of Star Ranch Boulevard. The proposed final plat consists of one multi-family lot, and 13.925 acres of land. The Final Plat conforms to the approved Preliminary Plat.

Staff Review:

The proposal meets the minimum standards as required in the agreement with Star Ranch.

FINANCIAL IMPACT:

None applicable.

POLICY IMPLICATIONS:

None applicable.

RECOMMENDATION:

As the Planning and Zoning Commission recommended conditional approval unanimously, Staff recommends that the City Council approve the Final Plat with the condition that the document number be added prior to recordation..

ATTACHMENTS:

[\(Res\)StarRanchApartments\(FullPacket\)](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS "STAR RANCH APARTMENTS PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Star Ranch Apartments Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

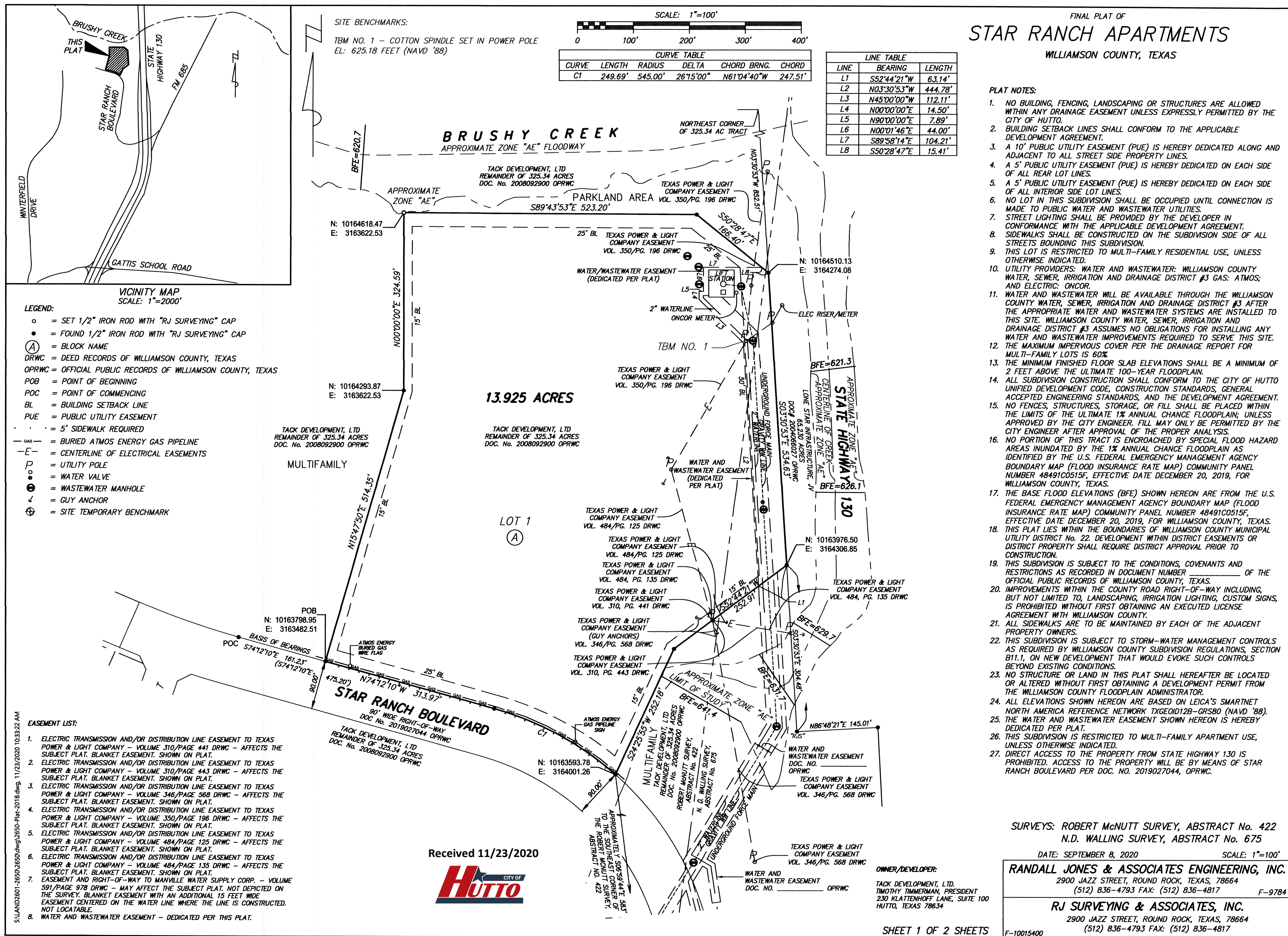
CONSIDERED and RESOLVED on this the **17th** day of the month **December, 2020**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary



FINAL PLAT OF
STAR RANCH APARTMENTS
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION:

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 AND THE N.D. WALLING SURVEY, ABSTRACT NO. 675, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 325.34 ACRE TRACT OF LAND CONVEYED TO TACK DEVELOPMENT, LTD. BY DEED RECORDED IN DOCUMENT NO. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2"IRON ROD FOUND ON THE NORTH LINE OF THAT 7.182 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY DEED RECORDED IN DOCUMENT NO. 2019027044, OPRWC, BEING THE NORTH RIGHT-OF-WAY LINE OF STAR RANCH BOULEVARD (90-FOOT WIDE);

THENCE ALONG THE NORTH LINE OF SAID 7.182 ACRE TRACT, BEING THE NORTH RIGHT-OF-WAY LINE OF SAID STAR RANCH BOULEVARD, S74°12'10"E (BASIS OF BEARINGS) A DISTANCE OF 161.23 FEET TO A 1/2"IRON ROD FOUND FOR THE POINT OF BEGINNING;

THENCE ACROSS SAID 325.34 ACRE TRACT THE FOLLOWING FOUR (4) COURSES:

1. N15°47'50"E A DISTANCE OF 514.35 FEET TO A 1/2"IRON ROD FOUND;
2. N00°00'00"E A DISTANCE OF 324.59 FEET TO A 1/2"IRON ROD SET;
3. S89°43'53"E A DISTANCE OF 523.20 FEET TO A 1/2"IRON ROD FOUND;
4. S50°28'47"E A DISTANCE OF 166.40 FEET TO A 1/2"IRON ROD FOUND ON THE EAST LINE OF SAID 325.34 ACRE TRACT, BEING THE WEST LINE OF THAT 65.230 ACRE TRACT CONVEYED TO LONE STAR INFRASTRUCTURE, JV BY DEED RECORDED IN DOCUMENT NO. 2004066027, OPRWC, FROM WHICH POINT THE NORTHWEST CORNER OF SAID 65.230 ACRE TRACT BEARS N03°30'53"W A DISTANCE OF 852.51 FEET, BEING ALSO THE NORTHEAST CORNER OF SAID 325.34 ACRE TRACT;

THENCE ALONG THE WEST LINE OF SAID 65.230 ACRE TRACT AND THE EAST LINE OF SAID 325.34 ACRE TRACT, S03°30'53"E A DISTANCE OF 534.63 FEET TO A 1/2" IRON ROD FOUND, FROM WHICH A 1/2"IRON ROD FOUND FOR AN ANGLE POINT OF SAID 65.230 ACRE TRACT BEARS S03°30'53"E A DISTANCE OF 304.48 FEET;

THENCE ACROSS SAID 325.34 ACRE TRACT THE FOLLOWING TWO (2) COURSES:

1. S52°44'21"W A DISTANCE OF 252.91 FEET TO A 1/2"IRON ROD FOUND;
2. S24°25'55"W A DISTANCE OF 252.18 FEET TO A 1/2"IRON ROD FOUND AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, BEING THE NORTH ARC OF SAID 7.182 ACRE TRACT AND THE NORTH RIGHT-OF-WAY OF SAID STAR RANCH BOULEVARD, FROM WHICH THE SOUTHEAST CORNER OF THE ROBERT McNUTT SURVEY, ABSTRACT NO. 422 BEARS APPROXIMATELY S06°59'44"E A DISTANCE OF 583 FEET;

THENCE ALONG THE NORTH ARC OF SAID 7.182 ACRE TRACT AND THE NORTH RIGHT-OF-WAY OF SAID STAR RANCH BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 249.69 FEET, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 26°15'00" AND A CHORD BEARING N61°04'40"W, 247.51 FEET TO A 1/2"IRON ROD FOUND;
2. N74°12'10"W A DISTANCE OF 313.97 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 13.925 ACRES OF LAND, MORE OR LESS.
ALL IRON RODS FOUND OR SET HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.

ALL BEARINGS ARE BASED ON NORTH LINE OF THAT 7.182 ACRE TRACT, CALLED AS S74°12'10"E IN THE DEED TO WILLIAMSON COUNTY RECORDED IN DOCUMENT NO. 2019027044, OPRWC. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBERS R020742 AND R457873.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

WE, TACK DEVELOPMENT, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008092900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS STAR RANCH APARTMENTS.

TO CERTIFY WHICH, WITNESS MY HAND THIS ____ DAY OF _____, 20____.

TACK DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP

BY: _____

TIMOTHY TIMMERMAN, PRESIDENT
TACK DEVELOPMENT, LTD.
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TEXAS 78634

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIMOTHY TIMMERMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____ A.D.

BY: _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____, 20____.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 23 DAY OF November, 2020.

Israel Ramirez 11.23.2020
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER No. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TX 78664
PHONE (512) 836-4793
FIRM NO. 9784



STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, JOHN D. KIPP, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5844, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS 23 DAY OF NOVEMBER, 2020.

BY: John D Kipp 11/23/2020
JOHN D. KIPP
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664
PHONE (512) 836-4793
FIRM NO. 10015400



THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ____ DAY OF _____, 20____.

DOUG GAUL, MAYOR DATE _____ HOLLY NAGY, CITY SECRETARY DATE _____

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS THE ____ DAY OF _____, 20____.

ASHBY GRUNDMAN, DEVELOPMENT SERVICES DIRECTOR DATE _____

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE _____
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK ____M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: SEPTEMBER 8, 2020

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-10015400

Received 11/23/2020



SHEET 2 OF 2 SHEETS

City Council

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action on approving Resolution No. R-2020-134 authorizing the City Manager to accept the infrastructure improvements for the Hutto Highlands Section 2 Phase 2 Subdivision. (Anthony Host)

Meeting: City Council - 17 Dec 2020

Department:

Staff Contact: Tony Host

ATTACHMENTS:

[Hutto Highlands 2-2 Completion Letter S&S 10-01-20](#)

[hutto Highlands 2-2 Final Cost and Quantities](#)

[Hutto Highlands 2-2 Final Subdivision Check list](#)

[Hutto Highlands 2-2 Letter of Concurrence - sealed](#)

[Hutto Highlands 2-2 Maintenance Bond](#)

[Hutto Highlands Lift Station Concurrence letter](#)

[Hutto Highlands 2-2 Project Construction Summary](#)



RANDALL JONES & ASSOCIATES ENGINEERING INC.

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
Hutto Development, Ltd.

Kind of Project, Contract Identification:
Hutto Highlands Section 2 Phase 2- Street, Drainage, Water, Wastewater, and Erosion
Control Improvements

Name of Contractor: Cash Construction Company, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project is 100% complete on September 30, 2020; that the project was under periodic observation by either myself or someone under my supervision; that to the best of my knowledge the Project was in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.




Signature
Texas Registration Number
114495

T: engconc

Page 1 of 1

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS ESTIMATE	THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
EROSION CONTROLS											
SCF	CONC WASHOUT PIT	EA	3.00	\$6,000.00	2,000.00	3.00	0.00	\$0.00	3.00	\$6,000.00	100.00%
EA	SILT FENCE	EA	1.00	\$1,500.00	1,500.00	1.00	0.00	\$0.00	1.00	\$1,500.00	100.00%
EA	ROCK BERM	EA	18.42	\$46,350.00	2.50	18.54	0.00	\$0.00	18.54	\$46,350.00	100.00%
EA	REVEE ROW	EA	192.00	\$4,750.00	25.00	195.00	0.00	\$0.00	195.00	\$4,750.00	100.00%
EA	INLET PROTECTION	EA	8.95	\$4,487.50	0.50	8.95	0.00	\$0.00	8.95	\$4,487.50	100.00%
EA	CONTROL STAYING	EA	30.00	\$2,250.00	75.00	30.00	0.00	\$0.00	30.00	\$2,250.00	100.00%
EA	CONTROL STAYING	EA	1.00	\$5,500.00		1.00	0.00	\$0.00	1.00	\$5,500.00	100.00%
SUBTOTAL EROSION CONTROL IMPROVEMENTS				\$70,847.50	5,500.00			\$0.00			
STREETS											
SUBGRADE PREP		SY	15,065.00	\$47,662.50	2.50	15,065.00	0.00	\$0.00	15,065.00	\$47,662.50	100.00%
8" LIME		SY	19,065.00	\$133,455.00	7.00	19,065.00	0.00	\$0.00	19,065.00	\$133,455.00	100.00%
1" BASE		SY	19,065.00	\$209,715.00	11.00	19,065.00	0.00	\$0.00	19,065.00	\$209,715.00	100.00%
1" HMA		SY	14,415.00	\$151,357.50	10.50	14,415.00	0.00	\$0.00	14,415.00	\$151,357.50	100.00%
CURB & GUTTER		LF	6,095.00	\$105,235.00	13.00	6,095.00	0.00	\$0.00	6,095.00	\$105,235.00	100.00%
RIBBON CURB		EA	41.00	\$820.00	20.00	41.00	0.00	\$0.00	41.00	\$820.00	100.00%
CONC VALLEY GUTTER		EA	5.00	\$27,960.00	5,500.00	5.00	0.00	\$0.00	5.00	\$27,960.00	100.00%
RAVINS		EA	20.00	\$27,960.00	1,350.00	20.00	0.00	\$0.00	20.00	\$27,960.00	100.00%
5" SIDEWALK		LF	482.00	\$15,360.00	32.00	482.00	0.00	\$0.00	482.00	\$15,360.00	100.00%
SAW CUT PAVT		EA	132.00	\$630.00	5.00	132.00	0.00	\$0.00	132.00	\$630.00	100.00%
REIMOVE BARRICADE		EA	3.00	\$1,500.00	500.00	3.00	0.00	\$0.00	3.00	\$1,500.00	100.00%
BARRICADE		EA	2.00	\$2,000.00	1,000.00	2.00	0.00	\$0.00	2.00	\$2,000.00	100.00%
1" H MARKER		EA	8.00	\$120.00	15.00	8.00	0.00	\$0.00	8.00	\$120.00	100.00%
CONC STREETS TOP SIGN WITH BAR		EA	6.00	\$3,240.00	540.00	6.00	0.00	\$0.00	6.00	\$3,240.00	100.00%
SPEED LIMIT SIGN		EA	3.00	\$750.00	250.00	3.00	0.00	\$0.00	3.00	\$750.00	100.00%
REIMOVE EXISTING HMA		SY	325.00	\$14,250.00	10.00	325.00	0.00	\$0.00	325.00	\$14,250.00	100.00%
TRAFFIC CONTROL		LS	1.00	\$14,000.00	14,000.00	1.00	0.00	\$0.00	1.00	\$14,000.00	100.00%
SUBTOTAL STREET IMPROVEMENTS				\$743,565.00	44,000.00			\$0.00			
DRAINAGE											
18" RCP CL 3		LF	756.00	\$37,560.00	50.00	756.00	0.00	\$0.00	756.00	\$37,560.00	100.00%
24" RCP CL 3		LF	404.00	\$27,876.00	69.00	404.00	0.00	\$0.00	404.00	\$27,876.00	100.00%
36" RCP CL 3		LF	762.00	\$564,770.00	85.00	762.00	0.00	\$0.00	762.00	\$564,770.00	100.00%
48" RCP CL 3		LF	1,231.00	\$153,410.00	116.00	1,231.00	0.00	\$0.00	1,231.00	\$153,410.00	100.00%
42" RCP CL 3		LF	1,186.00	\$169,580.00	142.00	1,186.00	0.00	\$0.00	1,186.00	\$169,580.00	100.00%
48" RCP CL 3		LF	315.00	\$65,550.00	170.00	315.00	0.00	\$0.00	315.00	\$65,550.00	100.00%
54" RCP CL 3		LF	47.00	\$11,280.00	240.00	47.00	0.00	\$0.00	47.00	\$11,280.00	100.00%
70" CUBHTRILET		EA	30.00	\$11,000.00	3,700.00	30.00	0.00	\$0.00	30.00	\$11,000.00	100.00%
5" DIA. MANHOLE		EA	5.00	\$19,000.00	3,800.00	5.00	0.00	\$0.00	5.00	\$19,000.00	100.00%
6" DIA. MANHOLE		EA	5.00	\$22,500.00	4,500.00	5.00	0.00	\$0.00	5.00	\$22,500.00	100.00%
6"x6" JUNCTION BOX		EA	1.00	\$4,600.00	4,600.00	1.00	0.00	\$0.00	1.00	\$4,600.00	100.00%
57"x72" JUNCTION BOX		EA	1.00	\$18,000.00	6,600.00	1.00	0.00	\$0.00	1.00	\$18,000.00	100.00%
15"x6" JUNCTION BOX		EA	1.00	\$15,000.00	15,000.00	1.00	0.00	\$0.00	1.00	\$15,000.00	100.00%
36" HEADWALL		EA	1.00	\$5,000.00	5,000.00	1.00	0.00	\$0.00	1.00	\$5,000.00	100.00%
42" HEADWALL		EA	2.00	\$11,000.00	6,600.00	2.00	0.00	\$0.00	2.00	\$11,000.00	100.00%
48" HEADWALL		EA	1.00	\$6,500.00	6,500.00	1.00	0.00	\$0.00	1.00	\$6,500.00	100.00%
54" HEADWALL		EA	1.00	\$7,500.00	7,500.00	1.00	0.00	\$0.00	1.00	\$7,500.00	100.00%
CONNECT TO EXIST. STORM		EA	2.00	\$1,073.36	536.68	2.00	0.00	\$0.00	2.00	\$1,073.36	100.00%
ROCK RIP ROAD		SY	154.00	\$4,620.00	30.00	154.00	0.00	\$0.00	154.00	\$4,620.00	100.00%
TECHNICAL SAFETY		LF	4,689.00	\$2,344.50	0.50	4,689.00	0.00	\$0.00	4,689.00	\$2,344.50	100.00%
STAKING		LF	4,689.00	\$7,033.50	1.50	4,689.00	0.00	\$0.00	4,689.00	\$7,033.50	100.00%
SUBTOTAL DRAINAGE IMPROVEMENTS				\$733,117.36				\$0.00			
				\$733,117.36				\$0.00			

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	ESTIMATE	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
CHANNEL WORK												
6" FLAT BOTTOM CHANNEL	LF	3,660.00	\$54,750.00	15.00	3,660.00	0.00	0.00	0.00	\$0.00	3,660.00	\$54,750.00	100.00%
6" CONC. TRICKLE CHANNEL	LF	1,145.00	\$55,875.00	75.00	1,145.00	0.00	0.00	0.00	\$0.00	1,145.00	\$55,875.00	100.00%
CONC. RIP RAP DROP STRUCTURE	SY	380.00	\$26,600.00	0.00	380.00	0.00	0.00	0.00	\$0.00	380.00	\$26,600.00	100.00%
SLOPED CONCRETE RIP RAP	SY	447.00	\$31,290.00	70.00	447.00	0.00	0.00	0.00	\$0.00	447.00	\$31,290.00	100.00%
ROCK RIP RAP	SY	150.00	\$4,500.00	30.00	150.00	0.00	0.00	0.00	\$0.00	150.00	\$4,500.00	100.00%
74" RCB	LF	65.00	\$35,750.00	550.00	65.00	0.00	0.00	0.00	\$0.00	65.00	\$35,750.00	100.00%
74" HEADWALL	EA	2.00	\$34,000.00	2.00	2.00	0.00	0.00	0.00	\$0.00	2.00	\$34,000.00	100.00%
SUBTOTAL CHANNEL WORK												
			\$272,785.00	✓	17,000.00				\$0.00	2.00	\$34,000.00	100.00%
WATER N/A												
8" C-900 DR-14	LF	2,921.00	\$110,968.00	38.00	2,921.00	0.00	0.00	0.00	\$0.00	2,921.00	\$110,968.00	100.00%
12" C-900 DR-14	LF	1,337.00	\$74,872.00	56.00	1,337.00	0.00	0.00	0.00	\$0.00	1,337.00	\$74,872.00	100.00%
INSTALL IN EXISTING CASING	LF	1,116.00	\$5,800.00	50.00	1,116.00	0.00	0.00	0.00	\$0.00	1,116.00	\$5,800.00	100.00%
8" GATE VALVE	EA	13.00	\$18,200.00	1,400.00	13.00	0.00	0.00	0.00	\$0.00	13.00	\$18,200.00	100.00%
12" GATE VALVE	EA	7.00	\$16,100.00	2,300.00	7.00	0.00	0.00	0.00	\$0.00	7.00	\$16,100.00	100.00%
FIRE HYDRANT	EA	6.00	\$37,800.00	4,200.00	6.00	0.00	0.00	0.00	\$0.00	6.00	\$37,800.00	100.00%
FLUSHING VALVE	EA	3.00	\$4,800.00	1,600.00	3.00	0.00	0.00	0.00	\$0.00	3.00	\$4,800.00	100.00%
WET CONNECTION	EA	3.00	\$4,800.00	1,500.00	3.00	0.00	0.00	0.00	\$0.00	3.00	\$4,800.00	100.00%
SINGLE SERVICE	EA	6.00	\$7,800.00	1,300.00	6.00	0.00	0.00	0.00	\$0.00	6.00	\$7,800.00	100.00%
DOUBLE SERVICE	EA	43.00	\$70,950.00	1,650.00	43.00	0.00	0.00	0.00	\$0.00	43.00	\$70,950.00	100.00%
IRRIGATION SERVICE	EA	2.00	\$2,800.00	1,400.00	2.00	0.00	0.00	0.00	\$0.00	2.00	\$2,800.00	100.00%
ARV	LF	4,250.00	\$4,800.00	2,400.00	4,250.00	0.00	0.00	0.00	\$0.00	4,250.00	\$4,800.00	100.00%
TRENCH SAFETY	LF	4,250.00	\$5,109.60	1.20	4,250.00	0.00	0.00	0.00	\$0.00	4,250.00	\$5,109.60	100.00%
STAKING MAIN	LF	1.00	\$5,000.00	5,000.00	1.00	0.00	0.00	0.00	\$0.00	1.00	\$5,000.00	100.00%
STAKING SERVICES	LS	1.00	\$371,668.80	5,000.00	1.00	0.00	0.00	0.00	\$0.00	1.00	\$371,668.80	100.00%
SUBTOTAL WATER IMPROVEMENTS												
			\$371,668.80	X	5,000.00				\$0.00	1.00	\$371,668.80	100.00%
WASTEWATER												
8" SDR-35 8-10	LF	295.00	\$10,030.00	34.00	295.00	0.00	0.00	0.00	\$0.00	295.00	\$10,030.00	100.00%
8" SDR-35 10-12	LF	1,831.00	\$65,558.00	36.00	1,831.00	0.00	0.00	0.00	\$0.00	1,831.00	\$65,558.00	100.00%
8" SDR-35 12-14	LF	1,031.00	\$40,200.00	35.00	1,031.00	0.00	0.00	0.00	\$0.00	1,031.00	\$40,200.00	100.00%
8" SDR-35 14-16	LF	294.00	\$11,800.00	40.00	294.00	0.00	0.00	0.00	\$0.00	294.00	\$11,800.00	100.00%
8" SDR-35 16-18	LF	1,619.00	\$75,864.00	46.00	1,619.00	0.00	0.00	0.00	\$0.00	1,619.00	\$75,864.00	100.00%
8" SDR-35 18-20	LF	1,452.00	\$75,504.00	52.00	1,452.00	0.00	0.00	0.00	\$0.00	1,452.00	\$75,504.00	100.00%
8" SDR-35 20-22	LF	1,090.00	\$51,750.00	75.00	1,090.00	0.00	0.00	0.00	\$0.00	1,090.00	\$51,750.00	100.00%
8" SDR-35 22-24	LF	285.00	\$25,020.00	98.00	285.00	0.00	0.00	0.00	\$0.00	285.00	\$25,020.00	100.00%
12" SDR-35 24-26	LF	755.00	\$3,800.00	90.00	755.00	0.00	0.00	0.00	\$0.00	755.00	\$3,800.00	100.00%
12" SDR-35 26-28	LF	68.00	\$3,840.00	14.00	68.00	0.00	0.00	0.00	\$0.00	68.00	\$3,840.00	100.00%
24" BORE UNDER CR 132	LF	46.00	\$24,500.00	750.00	46.00	0.00	0.00	0.00	\$0.00	46.00	\$24,500.00	100.00%
CR 132 PAVEMENT REPAIRS	LF	46.00	\$4,750.00	110.75	46.00	0.00	0.00	0.00	\$0.00	46.00	\$4,750.00	100.00%
INSTALL IN EXISTING CASING	LF	46.00	\$4,750.00	45.00	46.00	0.00	0.00	0.00	\$0.00	46.00	\$4,750.00	100.00%
8" FORCE MAIN	LF	5,158.00	\$2,715.00	34.00	5,158.00	0.00	0.00	0.00	\$0.00	5,158.00	\$2,715.00	100.00%
8" G.V.	EA	2.00	\$18,600.00	1,300.00	2.00	0.00	0.00	0.00	\$0.00	2.00	\$18,600.00	100.00%
7" ARV	EA	4.00	\$7,725.00	990.00	4.00	0.00	0.00	0.00	\$0.00	4.00	\$7,725.00	100.00%
DOUBLE SERVICE	EA	43.00	\$51,600.00	1,200.00	43.00	0.00	0.00	0.00	\$0.00	43.00	\$51,600.00	100.00%
FUTURE SINGLE SERVICE	EA	8.00	\$1,680.00	210.00	8.00	0.00	0.00	0.00	\$0.00	8.00	\$1,680.00	100.00%
FUTURE DOUBLE SERVICE	EA	34.00	\$7,140.00	210.00	34.00	0.00	0.00	0.00	\$0.00	34.00	\$7,140.00	100.00%
4" DIA DROP MANHOLE 0-8	EA	3.00	\$15,800.00	4,500.00	3.00	0.00	0.00	0.00	\$0.00	3.00	\$15,800.00	100.00%
EXTRA DEPTH MANHOLE	EA	276.00	\$69,000.00	250.00	276.00	0.00	0.00	0.00	\$0.00	276.00	\$69,000.00	100.00%
CONNECT TO EXISTING MANHOLE	EA	1.00	\$2,500.00	2,500.00	1.00	0.00	0.00	0.00	\$0.00	1.00	\$2,500.00	100.00%
TRENCH SAFETY	LF	14,081.00	\$14,081.00	1.00	14,081.00	0.00	0.00	0.00	\$0.00	14,081.00	\$14,081.00	100.00%
STAKING MAIN	LF	14,081.00	\$18,305.30	1.00	14,081.00	0.00	0.00	0.00	\$0.00	14,081.00	\$18,305.30	100.00%
STAKE SERVICES	LS	1.00	\$5,000.75	5,000.75	1.00	0.00	0.00	0.00	\$0.00	1.00	\$5,000.75	100.00%
SUBTOTAL WASTEWATER IMPROVEMENTS												
			\$1,083,432.03						\$0.00	1.00	\$1,083,432.03	100.00%
COM1 ADDITIONS												
10" LINE	SY	18,065.30	\$190,650.00	10.00	18,065.30	0.00	0.00	0.00	\$0.00	18,065.30	\$190,650.00	100.00%
9" BASE	SY	19,065.00	\$171,585.00	8.00	19,065.00	0.00	0.00	0.00	\$0.00	19,065.00	\$171,585.00	100.00%
7" HAUC	SY	14,415.00	\$187,395.00	13.00	14,415.00	0.00	0.00	0.00	\$0.00	14,415.00	\$187,395.00	100.00%
SUBTOTAL STREETS IMPROVEMENTS												
			\$549,630.00	✓					\$0.00		\$549,630.00	100.00%

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS QUANTITY	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	CHANNEL										
6	FLAT BOTTOM CHANNEL	LF	-3,596.00	\$52,596.00	15.00	-3,596.00	0.00	\$0.00	-3,596.00	\$52,596.00	100.00%
8	CONC. TRICKLE CHANNEL	LF	-1,146.00	\$46,875.00	75.00	-1,146.00	0.00	\$0.00	-1,146.00	\$46,875.00	100.00%
9	SLOPED CONCRETE RIP RAP	SY	-447.00	\$31,290.00	70.00	-447.00	0.00	\$0.00	-447.00	\$31,290.00	100.00%
24	RISE	EA	45.00	\$36,750.00	550.00	45.00	0.00	\$0.00	45.00	\$36,750.00	100.00%
74	RE-ADJUST	EA	2.00	\$34,000.00	7,000.00	2.00	0.00	\$0.00	2.00	\$34,000.00	100.00%
	SUBTOTAL CHANNEL IMPROVEMENTS			\$239,505.00				\$0.00		\$239,505.00	
	TOTAL CONTRACT			\$3,136,371.51				\$0.00		\$3,136,371.51	100.00%

RECEIVED AUG 25 2020

APPLICATION FOR PAYMENT

Isaiah

2752

J. Lloyd

CONTRACTOR:

CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660
(512) 251-7872
Fax (512) 990-0616

OWNER:

HUTTO DEVELOPMENT, LTD.
4720-A ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

PROJECT NAME: HUTTO HIGHLANDS SECTION 2 PHASE 2 OFFSITE CHANNEL
CASH JOB NO: 895

PROJECT DATE AS OF: 08/20/2020
BILLED TO PAY REQUEST NO: 10
TOTAL WORK COMPLETED TO DATE \$2,144,296.00
RETAINAGE: \$107,214.80
AMOUNT DUE THIS ESTIMATE: \$2,037,081.20
PREVIOUS BILLINGS: \$2,023,705.20
CURRENT AMOUNT DUE \$13,376.00

CONTRACT DATE: 10/07/2019
ORIGINAL CONTRACT AMOUNT: \$1,944,203.50
CHANGE ORDER #1 \$200,092.50
CHANGE ORDER #2
CHANGE ORDER #3
CHANGE ORDER #4
CHANGE ORDER #5
REVISED CONTRACT AMOUNT: \$2,144,296.00

Contractor's Representative 8/20/2020 Date

Engineer's Representative Date

Owner's Representative Date

APPLICATION FOR PAYMENT									
TO: HUTTO DEVELOPMENT, LTD. 4720-A ROCKCLIFF ROAD AUSTIN, TEXAS 78746 FROM: CASH CONSTRUCTION COMPANY, INC. 217 KINGSTON LACY BLVD. Pflugerville, TX 78660									
JOB NAME: HUTTO HIGHLANDS SECTION 2 PHASE 2 OFFSITE CHANNEL JOB# 865 ESTIMATE # 10 DATE 08/20/2020 ORIG. AMOUNT \$1,944,203.50 REV. AMOUNT \$2,144,296.00 RETAINAGE 5%									
ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	PERCENT COMPLETE
EROSION CONTROL									
S.C.E.	SILT FENCE	EA	1.00	\$1,500.00	1,500.00	1.00	0.00	\$0.00	100.00%
	ROCK BERM	LF	9,772.00	\$24,430.00	2.50	9,772.00	0.00	\$0.00	100.00%
	MORTARED ROCK RIP RAP	SY	245.00	\$6,002.50	24.50	245.00	0.00	\$0.00	100.00%
	REVEG	SY	970.00	\$83,120.00	86.00	970.00	0.00	\$0.00	100.00%
			30,566.00	\$15,283.00	0.50	30,566.00	0.00	\$0.00	100.00%
	SUBTOTAL STREETS			\$140,335.50					
DRAINAGE									
	CLEARING	SY	30,566.00	\$9,169.80	0.30	30,566.00	0.00	\$0.00	100.00%
	EXCAVATION & EMBANKMENT	SY	30,566.00	\$336,226.00	11.00	30,566.00	0.00	\$0.00	100.00%
	10' WIDE CONC. TRICKLE CHANNEL	LF	3,024.00	\$241,920.00	80.00	3,024.00	0.00	\$0.00	100.00%
	7'x6' BOX CULVERT	LF	556.00	\$71,168.00	128.00	556.00	0.00	\$0.00	100.00%
	JACK & BORE 7'x6' BOX CULVERT	LF	336.00	\$221,424.00	660.00	336.00	0.00	\$0.00	100.00%
	7'x6' BOX CULVERT	LF	80.00	\$215,280.00	2,691.00	80.00	0.00	\$0.00	100.00%
	5'x5' BOX CULVERT	LF	136.00	\$85,064.00	625.00	136.00	0.00	\$0.00	100.00%
	2 - 7'x5' PM-1 HEADWALL	EA	140.00	\$63,000.00	450.00	140.00	0.00	\$0.00	100.00%
	2 - 3'x3' PM-1 HEADWALL	EA	2.00	\$160,000.00	80,000.00	2.00	0.00	\$0.00	100.00%
	CONCRETE SLOPE PAVING	SY	850.00	\$150,000.00	75,000.00	2.00	0.00	\$0.00	100.00%
	TRENCH SAFETY	EA	612.00	\$82,430.00	97.00	850.00	0.00	\$0.00	100.00%
				\$306.00	0.50	612.00	0.00	\$0.00	100.00%
	SUBTOTAL LOTS			\$1,726,007.80					
SUBGRADE PREP									
	12" FLEX BASE	SY	334.00	\$3,340.00	10.00	334.00	0.00	\$0.00	100.00%
	2" FINE AGG.	SY	334.00	\$5,010.00	15.00	334.00	0.00	\$0.00	100.00%
	METAL BEAM GUARD FENCE	LF	270.00	\$30,060.00	90.00	270.00	0.00	\$0.00	100.00%
	SAFETY GUARDRAIL TREATMENT	EA	2.00	\$6,480.00	24.00	2.00	0.00	\$0.00	100.00%
	TERMINAL ANCHOR SECTION	EA	2.00	\$6,000.00	3,000.00	2.00	0.00	\$0.00	100.00%
	TRAFFIC CONTROL	IS	1.00	\$1,600.00	800.00	2.00	0.00	\$0.00	100.00%
				\$25,370.20	26,370.20	1.00	0.00	\$0.00	100.00%
	SUBTOTAL STREETS			\$77,860.20					
ALTERNATES									
	EROSION CONTROL MATTING CL 2 TY H	SY	26,679.00	\$200,092.50	7.50	26,679.00	0.00	\$0.00	100.00%
	TOTAL CONTRACT			\$2,144,296.00					100.00%

RECEIVED SEP 25 2020

Israel

2752

APPLICATION FOR PAYMENT

J. Lloyd

CONTRACTOR:

CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660
(512) 251-7872
Fax (512) 990-0616

OWNER:

HUTTO DEVELOPMENT, LTD.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

PROJECT NAME: HUTTO HIGHLANDS Lift Station
CASH JOB NO: 895

PROJECT DATE AS OF: 09/24/2020
BILLED TO PAY REQUEST NO.: 7RET

TOTAL WORK COMPLETED TO DATE \$743,581.00 ✓
RETAINAGE: \$0.00 ✓
AMOUNT DUE THIS ESTIMATE: \$743,581.00 ✓
PREVIOUS BILLINGS: \$706,401.95 ✓
CURRENT AMOUNT DUE \$37,179.05 ✓

CONTRACT DATE: 10/25/2019
ORIGINAL CONTRACT AMOUNT: \$743,581.00 ✓
CHANGE ORDER #1
CHANGE ORDER #2
CHANGE ORDER #3
CHANGE ORDER #4
CHANGE ORDER #5
REVISED CONTRACT AMOUNT: \$743,581.00 ✓

Contractor's Representative

9/24/2020
Date

Randall Jones & Associates Engineering, Inc., as Design Engineer Date

Hutto Development, Ltd., as Owner

APPLICATION FOR PAYMENT									
TO: HUTTO DEVELOPMENT, LTD 47214 ROCKCREEK ROAD AUSTIN, TEXAS 78746 FROM: CASH CONSTRUCTION COMPANY, INC. 217 KINGSTON LACY BLVD. PELUSERVILLE TX 78660									
JOB NAME: HUTTO HIGHLANDS SECTION 2 PHASE 2 - LIFT STATION JOB# 895 ESTIMATE # 7RET DATE 09/24/2020 ORIG. AMOUNT \$743,581.00 REV. AMOUNT \$743,581.00 RETAINAGE 0%									
ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	PERCENT COMPLETE
HUTO HIGHLANDS LIFT STATION									
EROSION CONTROLS									
S.C.E.		EA	1.00	\$1,500.00	1,500.00	1.00	0.00	\$0.00	100.00%
SILT FENCE		LF	1,160.00	\$2,900.00	2.50	1,160.00	0.00	\$0.00	100.00%
REVEG		SY	4,000.00	\$2,000.00	0.50	4,000.00	0.00	\$0.00	100.00%
	SUBTOTAL EROSION CONTROLS			\$6,400.00				\$0.00	
LIFT STATION									
LIFT STATION		LS	1.00	\$665,413.00	665,413.00	1.00	0.00	\$0.00	100.00%
LIFT STATION SITE GRADING		LS	1.00	\$5,000.00	5,000.00	1.00	0.00	\$0.00	100.00%
12" PVC SDR 26 (22-24)		LF	25.00	\$2,875.00	115.00	25.00	0.00	\$0.00	100.00%
8" FORCE MAIN		LF	55.00	\$1,870.00	34.00	55.00	0.00	\$0.00	100.00%
TEMP ACCESS ROAD (8" FLEX BASE)		SY	1,089.00	\$13,068.00	12.00	1,089.00	0.00	\$0.00	100.00%
LIFT STATION CONCRETE DRIVE		SY	575.00	\$48,875.00	85.00	575.00	0.00	\$0.00	100.00%
TRENCH SAFETY		LF	80.00	\$80.00	1.00	80.00	0.00	\$0.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			\$737,181.00				\$0.00	
	TOTAL CONTRACT			\$743,581.00				\$0.00	100.00%



FINAL SUBDIVISION /
SITE PROJECT CHECKLIST

Date: 11/16/2020

Name of Project: Hutto Highlands Section 2 Phase 2

Conditional / Final Acceptance Date: _____

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

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

TM 1. Project Construction Summary Date Received: 10/19/2020

TM 2. Engineer's Concurrence Letter Date Received: 10/19/2020

TM 3. Maintenance Bond(s) Date Received: 10/19/2020

TM 4. Final Cost & Quantities Date Received: 10/19/2020

TM 5. As-built Reproducible Plans Date Received: 10/19/2020
(1-24"X36", pdf scan, ACAD Base Map files)

TM 6. Test Reports ☒ Manhole Test ☒ WW Low Air Pressure Test / Mandrel Test
☒ TV Test ☒ Valve & Hydrant Test
☒ Bacteriological Test ☒ Water Pressure Test

TM 8. Punch List Date Completed: 11/2/2020

15. No. of Lots for Subdivisions 94 Total Acres in Subdivision. 29.263

Comments: water and waste water belong to
Jonah water supply with the exception of
the lift station and force main

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

JRSA ENGINEERING
CONSULTING ELECTRICAL ENGINEERS
6101 West Courtyard Dr., Bldg. 1, Suite 200 ▪ Austin, Texas 78730
V 512.452.8789 ▪ F 512.452-4041

November 11, 2020

Israel Ramirez, PE
Randall Jones & Associates Engineering, Inc.
2900 Jazz St.
Round Rock, TX 78664

RE: Engineer's Concurrence for Williams County Hutto Highlands Lift Station
Electrical and Instrumentation Installation

Dear Mr. Ramirez,

This letter is to inform you that I performed a final inspection of the site on October 22, 2020. Please accept this letter as my certification that the electrical and instrumentation portions of this project are constructed per JRSA's plans and specifications, and all punchlist items that were generated at the final inspection have been completed.

Sincerely,



Nicholas Maquet, PE

**MAINTENANCE
BOND**

Bond No.: 107308118

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc.,
as Principal, and Travelers Casualty and Surety Company, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto City of Hutto, as Obligatee, in the
total sum of Four Million Twenty-four Thousand One Hundred Thirty-one & 36/100
U.S. Dollars (\$4,024,131.36) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligatee dated June 11, 2019 for
Hutto Highlands Section 2 Phase 2 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 2 year(s) commencing on October 13, 2020 (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

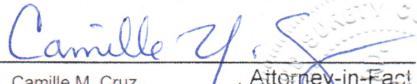
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 13th day of October, 2020.

Cash Construction Company, Inc.
(Principal)

By: 

Travelers Casualty and Surety Company

By: 

Camille M. Cruz

, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz of Atlanta Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President or any Assistant Secretary, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of October, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

ENGINEER'S CONCURRENCE LETTER

Date: 11/6/2020

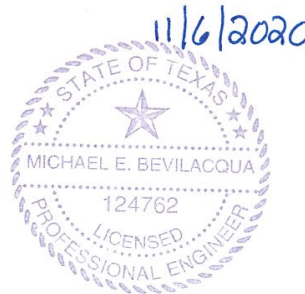
Project Name: Hutto Highlands Lift Station

I, and Green Civil Design staff working under my supervision, have visited the site during construction and have completed general visual observations of the Hutto Highlands Lift Station. Based on these observations, and to the best of my knowledge, the Hutto Highlands Lift Station has been built in accordance with the approved plans and specifications with insignificant deviation. I certify that this project has reached final completion as of November 6th, 2020.

This concurrence letter does not include the inspection or observation of the concrete pavement, its subgrade or reinforcing steel.



Michael E. Bevilacqua, P.E.



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: _Hutto Highlands Section 2 Phase 2

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Todd Meaker

CONTRACTOR: Cash Construction Company, Inc.

Maintained By:	
COH	Other

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$756,307.50

SIDEWALK IMPROVEMENT COST: \$15,360.00

SIDEWALK RAMP IMPROVEMENT COST: \$27,000.00

BRIDGE IMPROVEMENT COST: \$0.00

POND(S) COST: \$0.00

DRAINAGE IMPROVEMENT COST: \$2,498,218.16

WATER IMPROVEMENT COST: \$0.00

WASTEWATER IMPROVEMENT COST: \$1,019,488.70

EROSION CONTROLS / RESTORATION COST: \$417,675.50

TOTAL IMPROVEMENT COST: \$4,734,049.86

Boxes checked by HOA

PREPARED BY (DESIGN ENGINEER): Randall Jones & Associate Engineering

CHECKED BY (CID SUPERVISOR): _____



1/8

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address From Lot #	Address To Lot #	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
Balsam Street	55S	66S	2/9	30	348	No	No
Berryhack Court	15S	24S	2/9	30	292	No	No
Bluejack Way	60A	7R	2/9	30	778	No	No
Colthorpe Lane	118S	132S	2/9	30	894	No	No
Wren Trail	62A	1R	2/9	30	176	No	No
Ozark Drive	155S	179S	2/9	30	450	No	No
Sassafras Street	25S	40S	2/9	30	567	No	No
Sophora Drive	55A	59A	2/9	30	421	No	No

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Balsam Street	55S	66S	5	30	N & S	10
Berryhack Court	15S	24S	5	80	W	4
Bluejack Way	60A	7R	5	0		4
Colthorpe Lane	118S	132S	5	0		6
Wren Trail	62A	1R	5	0		4
Ozark Drive	155S	179S	5	1133	N & S	8
Sassafras Street	25S	40S				
Sophora Drive	55A	59A				

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)

2 – Number of Ramps

2/8

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ₁	TYPE ₂	DESCRIPTION ₃	DECK		COST	PRIVATE	ETJ
				W (FT) ₄	L (FT) ₅			
Drainage Culvert at Atmos Crossing	n/a	C	2-5'x7'	100	167	\$516,000	NO	NO
Future Chichsaw Lane	n/a	C	2-5'x5'	70	70	\$213,000	NO	NO

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C – Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

3/8

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ₁	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ₂	DRAINAGE AREA (ACRES)	PRIVATE ₃	ETJ	COST

- 1 – BD = Bio–Detention
 D = Detention Only
 DSF = Detention / Sedimentation / Filtration
 F = Filtration Only
 S = Sedimentation Only
 SF = Sedimentation / Filtration
 SFI = Sedimentation / Filtration / Infiltration
 SI = Sedimentation / Irrigation
 WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

4/8

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia - FT)	MATERIAL TYPE	QTY	SIZE (L - FT)	TYPE ₁
18"	RCP CL III	750	5	5	Conc	30	10	Curb
24"	RCP CL III	404	5	6	Conc			
30"	RCP CL III	762						
36"	RCP CL III	1231						
42"	RCP CL III	1180						
48"	RCP CL III	315						
54"	RCP CL III	47						
7x4	RCB CL III	65						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
1	6x6	concrete	1	36"	Conc Headwall
3	5x7	conc	2	42"	Conc Headwall
1	15x6	conc	1	48"	Conc Headwall
			1	54"	Conc Headwall
			1	7x4	Conc Headwall

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
3,650	6	3:1	Natural

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size
- 4) Headwall, Wing Walls, Gabions

5/6

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				
				SINGLE				
				DOUBLE				

REMARKS: _____

4/10

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

 $\frac{7}{8}$

PROJECT NAME _____ WORK ORDER # _____

WWW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE
SUMMARY INCLUDED.

8/8



RANDALL JONES & ASSOCIATES ENGINEERING INC.

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
Hutto Development, Ltd.

Kind of Project, Contract Identification:
Hutto Highlands Section 2 Phase 2- Street, Drainage, Water, Wastewater, and Erosion
Control Improvements

Name of Contractor: Cash Construction Company, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project is 100% complete on September 30, 2020; that the project was under periodic observation by either myself or someone under my supervision; that to the best of my knowledge the Project was in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.




Signature
Texas Registration Number
114495

T: engconc

Page 1 of 1

(512) 836-4793 • FAX (512) 836-4817
TBPE REG NO. F-9784

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	ESTIMATE	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
CHANNEL WORK												
6" FLAT BOTTOM CHANNEL	LF	3,660.00	\$54,750.00	15.00	3,660.00	0.00	0.00	0.00	\$0.00	3,660.00	\$54,750.00	100.00%
6" CONC. TRICKLE CHANNEL	LF	1,145.00	\$85,875.00	75.00	1,145.00	0.00	0.00	0.00	\$0.00	1,145.00	\$85,875.00	100.00%
CONC. RIP RAP DROP STRUCTURE	SY	380.00	\$26,600.00	70.00	380.00	0.00	0.00	0.00	\$0.00	380.00	\$26,600.00	100.00%
SLOPED CONCRETE RIP RAP	SY	447.00	\$31,296.00	70.00	447.00	0.00	0.00	0.00	\$0.00	447.00	\$31,296.00	100.00%
ROCK RIP RAP	SY	150.00	\$4,500.00	30.00	150.00	0.00	0.00	0.00	\$0.00	150.00	\$4,500.00	100.00%
74" RCB	LF	65.00	\$35,750.00	550.00	65.00	0.00	0.00	0.00	\$0.00	65.00	\$35,750.00	100.00%
74" HEADWALL	EA	2.00	\$34,000.00	17,000.00	2.00	0.00	0.00	0.00	\$0.00	2.00	\$34,000.00	100.00%
SUBTOTAL CHANNEL WORK												
			\$272,785.00						\$0.00		\$272,785.00	
WATER N/A												
8" C-900 DR-14	LF	2,921.00	\$110,968.00	38.00	2,921.00	0.00	0.00	0.00	\$0.00	2,921.00	\$110,968.00	100.00%
12" C-900 DR-14	LF	1,337.00	\$74,872.00	56.00	1,337.00	0.00	0.00	0.00	\$0.00	1,337.00	\$74,872.00	100.00%
INSTALL IN EXISTING CASING	LF	116.00	\$5,800.00	50.00	116.00	0.00	0.00	0.00	\$0.00	116.00	\$5,800.00	100.00%
8" GATE VALVE	EA	13.00	\$18,200.00	1,400.00	13.00	0.00	0.00	0.00	\$0.00	13.00	\$18,200.00	100.00%
12" GATE VALVE	EA	7.00	\$16,100.00	2,300.00	7.00	0.00	0.00	0.00	\$0.00	7.00	\$16,100.00	100.00%
FIRE HYDRANT	EA	6.00	\$37,800.00	4,200.00	6.00	0.00	0.00	0.00	\$0.00	6.00	\$37,800.00	100.00%
FLUSHING VALVE	EA	3.00	\$4,800.00	1,600.00	3.00	0.00	0.00	0.00	\$0.00	3.00	\$4,800.00	100.00%
WET CONNECTION	EA	3.00	\$4,800.00	1,500.00	3.00	0.00	0.00	0.00	\$0.00	3.00	\$4,800.00	100.00%
SINGLE SERVICE	EA	6.00	\$7,800.00	1,300.00	6.00	0.00	0.00	0.00	\$0.00	6.00	\$7,800.00	100.00%
DOUBLE SERVICE	EA	43.00	\$70,950.00	1,650.00	43.00	0.00	0.00	0.00	\$0.00	43.00	\$70,950.00	100.00%
IRRIGATION SERVICE	EA	2.00	\$2,800.00	1,400.00	2.00	0.00	0.00	0.00	\$0.00	2.00	\$2,800.00	100.00%
ARV	LF	4,250.00	\$4,800.00	2,400.00	4,250.00	0.00	0.00	0.00	\$0.00	4,250.00	\$4,800.00	100.00%
TRENCH SAFETY	LF	4,250.00	\$5,109.60	1.20	4,250.00	0.00	0.00	0.00	\$0.00	4,250.00	\$5,109.60	100.00%
STAKING MAIN	LF	1.00	\$5,009.00	5,009.00	1.00	0.00	0.00	0.00	\$0.00	1.00	\$5,009.00	100.00%
STAKING SERVICES	LS	1.00	\$371,668.80	5,009.00	1.00	0.00	0.00	0.00	\$0.00	1.00	\$371,668.80	100.00%
SUBTOTAL WATER IMPROVEMENTS												
			\$371,668.80						\$0.00		\$371,668.80	
WASTEWATER												
8" SDR-35 8-10	LF	295.00	\$10,030.00	34.00	295.00	0.00	0.00	0.00	\$0.00	295.00	\$10,030.00	100.00%
8" SDR-35 10-12	LF	1,831.00	\$65,558.00	36.00	1,831.00	0.00	0.00	0.00	\$0.00	1,831.00	\$65,558.00	100.00%
8" SDR-35 12-14	LF	1,031.00	\$40,208.00	39.00	1,031.00	0.00	0.00	0.00	\$0.00	1,031.00	\$40,208.00	100.00%
8" SDR-35 14-16	LF	294.00	\$11,860.00	40.00	294.00	0.00	0.00	0.00	\$0.00	294.00	\$11,860.00	100.00%
8" SDR-35 16-18	LF	1,619.00	\$75,864.00	46.00	1,619.00	0.00	0.00	0.00	\$0.00	1,619.00	\$75,864.00	100.00%
8" SDR-35 18-20	LF	1,452.00	\$75,504.00	52.00	1,452.00	0.00	0.00	0.00	\$0.00	1,452.00	\$75,504.00	100.00%
8" SDR-35 20-22	LF	1,090.00	\$51,750.00	75.00	1,090.00	0.00	0.00	0.00	\$0.00	1,090.00	\$51,750.00	100.00%
8" SDR-35 22-24	LF	285.00	\$15,070.00	98.00	285.00	0.00	0.00	0.00	\$0.00	285.00	\$15,070.00	100.00%
12" SDR-35 24-26	LF	755.00	\$3,800.00	90.00	755.00	0.00	0.00	0.00	\$0.00	755.00	\$3,800.00	100.00%
12" SDR-35 26-28	LF	68.00	\$3,840.00	14.00	68.00	0.00	0.00	0.00	\$0.00	68.00	\$3,840.00	100.00%
24" BORE UNDER CR 132	LF	46.00	\$24,500.00	750.00	46.00	0.00	0.00	0.00	\$0.00	46.00	\$24,500.00	100.00%
CR 132 PAVEMENT REPAIRS	LF	46.00	\$4,750.00	110.75	46.00	0.00	0.00	0.00	\$0.00	46.00	\$4,750.00	100.00%
INSTALL IN EXISTING CASING	LF	46.00	\$4,750.00	45.00	46.00	0.00	0.00	0.00	\$0.00	46.00	\$4,750.00	100.00%
8" FORCE MAIN	LF	5,158.00	\$24,715.00	34.00	5,158.00	0.00	0.00	0.00	\$0.00	5,158.00	\$24,715.00	100.00%
8" G.V.	EA	2.00	\$18,600.00	1,300.00	2.00	0.00	0.00	0.00	\$0.00	2.00	\$18,600.00	100.00%
7" ARV	EA	4.00	\$7,800.00	960.00	4.00	0.00	0.00	0.00	\$0.00	4.00	\$7,800.00	100.00%
DOUBLE SERVICE	EA	4.00	\$7,800.00	1,200.00	4.00	0.00	0.00	0.00	\$0.00	4.00	\$7,800.00	100.00%
FUTURE SINGLE SERVICE	EA	42.00	\$1,680.00	210.00	42.00	0.00	0.00	0.00	\$0.00	42.00	\$1,680.00	100.00%
FUTURE DOUBLE SERVICE	EA	8.00	\$7,140.00	210.00	8.00	0.00	0.00	0.00	\$0.00	8.00	\$7,140.00	100.00%
4" DIA MANHOLE 0-8	EA	34.00	\$154,800.00	4,500.00	34.00	0.00	0.00	0.00	\$0.00	34.00	\$154,800.00	100.00%
4" DIA DROP MANHOLE 0-8	EA	3.00	\$15,000.00	5,000.00	3.00	0.00	0.00	0.00	\$0.00	3.00	\$15,000.00	100.00%
EXTRA DEPTH MANHOLE	EA	276.00	\$69,000.00	250.00	276.00	0.00	0.00	0.00	\$0.00	276.00	\$69,000.00	100.00%
CONNECT TO EXISTING MANHOLE	EA	1.00	\$2,500.00	2,500.00	1.00	0.00	0.00	0.00	\$0.00	1.00	\$2,500.00	100.00%
TRENCH SAFETY	LF	14,081.00	\$14,081.00	1.00	14,081.00	0.00	0.00	0.00	\$0.00	14,081.00	\$14,081.00	100.00%
STAKING MAIN	LF	14,081.00	\$18,305.30	1.00	14,081.00	0.00	0.00	0.00	\$0.00	14,081.00	\$18,305.30	100.00%
STAKE SERVICES	LS	1.00	\$5,009.75	5,009.75	1.00	0.00	0.00	0.00	\$0.00	1.00	\$5,009.75	100.00%
SUBTOTAL WASTEWATER IMPROVEMENTS												
			\$1,083,432.05						\$0.00		\$1,083,432.05	
COM1 ADDITIONS												
STREETS												
10" LINE	SY	18,065.30	\$190,650.00	10.00	18,065.30	0.00	0.00	0.00	\$0.00	18,065.30	\$190,650.00	100.00%
9" BASE	SY	19,065.00	\$171,585.00	9.00	19,065.00	0.00	0.00	0.00	\$0.00	19,065.00	\$171,585.00	100.00%
7" HAAC	SY	14,415.00	\$187,395.00	13.00	14,415.00	0.00	0.00	0.00	\$0.00	14,415.00	\$187,395.00	100.00%
SUBTOTAL STREETS IMPROVEMENTS												
			\$549,630.00						\$0.00		\$549,630.00	

* Part of main

12650.
8-18-2020
4900
179,372
16,800
6000
1000
1500
2650.
*
8-18-2020

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS ESTIMATE	AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
DRAINAGE											
18 RCP CL 3		LF	90.00	\$4,500.00	\$50.00	90.00	0.00	\$0.00	90.00	\$4,500.00	100.00%
36 RCP CL 3		LF	8.00	\$400.00	\$50.00	8.00	0.00	\$0.00	8.00	\$400.00	100.00%
36 RCP CL 3		LF	186.00	\$30,780.00	\$165.50	186.00	0.00	\$0.00	186.00	\$30,780.00	100.00%
48 RCP CL 3		LF	14.00	\$2,380.00	\$170.00	14.00	0.00	\$0.00	14.00	\$2,380.00	100.00%
5 DIA MANHOLE		EA	1.00	\$3,800.00	\$3,800.00	1.00	0.00	\$0.00	1.00	\$3,800.00	100.00%
SUBTOTAL DRAINAGE IMPROVEMENTS											
				\$32,160.00				\$32,160.00			
WATER											
8" C-900 DR-14		LF	597.00	\$22,686.00	\$38.00	597.00	0.00	\$0.00	597.00	\$22,686.00	100.00%
8" C-900 DR-14		EA	1.00	\$2,800.00	\$2,800.00	1.00	0.00	\$0.00	1.00	\$2,800.00	100.00%
FLUSH VALVE		EA	1.00	\$1,600.00	\$1,600.00	1.00	0.00	\$0.00	1.00	\$1,600.00	100.00%
MANV		EA	1.00	\$2,400.00	\$2,400.00	1.00	0.00	\$0.00	1.00	\$2,400.00	100.00%
TRENCH SAFETY		LF	14.00	\$7.00	\$0.50	14.00	0.00	\$0.00	14.00	\$7.00	100.00%
STAINING MAIN		LF	14.00	\$16.80	\$1.20	14.00	0.00	\$0.00	14.00	\$16.80	100.00%
SUBTOTAL WATER IMPROVEMENTS											
				\$29,509.80				\$29,509.80			
WASTEWATER											
8" SDR-26 8-10		LF	119.00	\$4,046.00	\$34.00	119.00	0.00	\$0.00	119.00	\$4,046.00	100.00%
8" SDR-26 8-10		LF	346.00	\$28,466.00	\$82.00	346.00	0.00	\$0.00	346.00	\$28,466.00	100.00%
8" SDR-26 8-10		LF	224.00	\$1,652.00	\$7.38	224.00	0.00	\$0.00	224.00	\$1,652.00	100.00%
10" SDR-26 10-12		LF	122.00	\$1,750.00	\$14.35	122.00	0.00	\$0.00	122.00	\$1,750.00	100.00%
17" SDR-26 22-24		LF	261.00	\$23,400.00	\$89.66	261.00	0.00	\$0.00	261.00	\$23,400.00	100.00%
4 DIA MANHOLE 0-8		EA	4.00	\$2,800.00	\$700.00	4.00	0.00	\$0.00	4.00	\$2,800.00	100.00%
EXTRA DEPTH MANHOLE		EA	4.00	\$12,500.00	\$3,125.00	4.00	0.00	\$0.00	4.00	\$12,500.00	100.00%
18X17.5 STEEL CASING PIPE		LF	40.00	\$12,200.00	\$305.00	40.00	0.00	\$0.00	40.00	\$12,200.00	100.00%
24X30 STEEL CASING PIPE		LF	40.00	\$6,800.00	\$170.00	40.00	0.00	\$0.00	40.00	\$6,800.00	100.00%
SUBTOTAL WASTEWATER IMPROVEMENTS											
				\$146,284.00				\$146,284.00			
CHANNEL											
DEMCO EXISTING 36" RCP		LF	60.00	\$1,500.00	\$25.00	60.00	0.00	\$0.00	60.00	\$1,500.00	100.00%
6" CONCRETE CHANNEL		LF	142.00	\$10,875.00	\$76.58	142.00	0.00	\$0.00	142.00	\$10,875.00	100.00%
SUBTOTAL CHANNEL IMPROVEMENTS											
				\$12,375.00				\$12,375.00			
STREETS											
8" LINE		SY	19,065.00	\$133,455.00	\$7.00	19,065.00	0.00	\$0.00	19,065.00	\$133,455.00	100.00%
11" BASE		SY	19,065.00	\$208,715.00	\$11.00	19,065.00	0.00	\$0.00	19,065.00	\$208,715.00	100.00%
1.5" WAC		SY	19,415.00	\$151,357.50	\$7.79	19,415.00	0.00	\$0.00	19,415.00	\$151,357.50	100.00%
SUBTOTAL STREETS IMPROVEMENTS											
				\$494,527.50				\$494,527.50			
DRAINAGE											
24" RCP CL 3		LF	110.00	\$7,900.00	\$72.00	110.00	0.00	\$0.00	110.00	\$7,900.00	100.00%
42" RCP CL 3		LF	187.00	\$26,554.00	\$142.00	187.00	0.00	\$0.00	187.00	\$26,554.00	100.00%
6" DIA MANHOLE		EA	1.00	\$4,500.00	\$4,500.00	1.00	0.00	\$0.00	1.00	\$4,500.00	100.00%
TRENCH SAFETY		LF	24.00	\$12.00	\$0.50	24.00	0.00	\$0.00	24.00	\$12.00	100.00%
STAINING MAIN		LF	24.00	\$24.00	\$1.00	24.00	0.00	\$0.00	24.00	\$24.00	100.00%
SUBTOTAL DRAINAGE IMPROVEMENTS											
				\$38,992.00				\$38,992.00			
WATER											
12" C-900 DR-14		LF	583.00	\$22,154.00	\$38.00	583.00	0.00	\$0.00	583.00	\$22,154.00	100.00%
2" AARY		EA	1.00	\$4,200.00	\$4,200.00	1.00	0.00	\$0.00	1.00	\$4,200.00	100.00%
SUBTOTAL WATER IMPROVEMENTS											
				\$26,354.00				\$26,354.00			
WASTEWATER											
8" SDR-26 0-6		LF	142.00	\$4,826.00	\$34.00	142.00	0.00	\$0.00	142.00	\$4,826.00	100.00%
8" SDR-26 10-12		LF	36.00	\$1,404.00	\$39.00	36.00	0.00	\$0.00	36.00	\$1,404.00	100.00%
8" SDR-26 12-14		LF	43.00	\$3,486.00	\$81.00	43.00	0.00	\$0.00	43.00	\$3,486.00	100.00%
8" SDR-26 14-16		LF	14.00	\$630.00	\$45.00	14.00	0.00	\$0.00	14.00	\$630.00	100.00%
8" SDR-26 16-18		LF	20.00	\$1,344.00	\$67.20	20.00	0.00	\$0.00	20.00	\$1,344.00	100.00%
8" SDR-26 20-22		LF	75.00	\$5,175.00	\$68.87	75.00	0.00	\$0.00	75.00	\$5,175.00	100.00%
12" SDR-26 22-24		LF	115.00	\$6,735.00	\$58.52	115.00	0.00	\$0.00	115.00	\$6,735.00	100.00%
12" SDR-26 24-26		LF	24.00	\$3,480.00	\$145.00	24.00	0.00	\$0.00	24.00	\$3,480.00	100.00%
8" FORCE MAIN		LF	34.00	\$6,086.00	\$179.00	34.00	0.00	\$0.00	34.00	\$6,086.00	100.00%
TRENCH SAFETY		LF	41.00	\$20.50	\$0.50	41.00	0.00	\$0.00	41.00	\$20.50	100.00%
STAINING MAIN		LF	41.00	\$81.00	\$2.00	41.00	0.00	\$0.00	41.00	\$81.00	100.00%
SUBTOTAL WASTEWATER IMPROVEMENTS											
				\$108,904.30				\$108,904.30			

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS QUANTITY	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	CHANNEL										
6	FLAT BOTTOM CHANNEL	LF	-3,596.00	\$52,596.00	15.00	-3,596.00	0.00	\$0.00	-3,596.00	\$52,596.00	100.00%
8	CONC. TRICKLE CHANNEL	LF	-1,146.00	\$46,875.00	75.00	-1,146.00	0.00	\$0.00	-1,146.00	\$46,875.00	100.00%
9	SLOPED CONCRETE RIP RAP	SY	-447.00	\$31,290.00	70.00	-447.00	0.00	\$0.00	-447.00	\$31,290.00	100.00%
24	RISE	EA	45.00	\$35,750.00	590.00	45.00	0.00	\$0.00	45.00	\$35,750.00	100.00%
74	RE-ADJUST	EA	-2.00	\$34,000.00	7,000.00	-2.00	0.00	\$0.00	-2.00	\$34,000.00	100.00%
	SUBTOTAL CHANNEL IMPROVEMENTS			\$239,565.00				\$0.00		\$239,565.00	
	TOTAL CONTRACT			\$3,136,371.51				\$0.00		\$3,136,371.51	100.00%

RECEIVED AUG 25 2020

APPLICATION FOR PAYMENT

Isaiah

2752

J. Lloyd

CONTRACTOR:

CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660
(512) 251-7872
Fax (512) 990-0616

OWNER:

HUTTO DEVELOPMENT, LTD.
4720-A ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

PROJECT NAME: HUTTO HIGHLANDS SECTION 2 PHASE 2 OFFSITE CHANNEL
CASH JOB NO: 895

PROJECT DATE AS OF: 08/20/2020
BILLED TO PAY REQUEST NO: 10

TOTAL WORK COMPLETED TO DATE \$2,144,296.00 ✓
RETAINAGE: \$107,214.80 ✓
AMOUNT DUE THIS ESTIMATE: \$2,037,081.20 ✓
PREVIOUS BILLINGS: \$2,023,705.20 ✓
CURRENT AMOUNT DUE \$13,376.00 ✓

CONTRACT DATE: 10/07/2019
ORIGINAL CONTRACT AMOUNT: \$1,944,203.50 ✓
CHANGE ORDER #1 \$200,092.50 ✓
CHANGE ORDER #2
CHANGE ORDER #3
CHANGE ORDER #4
CHANGE ORDER #5
REVISED CONTRACT AMOUNT: \$2,144,296.00 ✓

Contractor's Representative  8/20/2020
Date

Engineer's Representative _____
Date

Owner's Representative _____
Date

TO: HUTTO DEVELOPMENT, LTD.
 4720-A ROCKCLIFF ROAD
 AUSTIN, TEXAS 78746
 APPLICATION FOR PAYMENT
 FROM: CASH CONSTRUCTION COMPANY, INC.
 217 KINGSTON LACY BLVD.
 Pflugerville, TX 78660
 JOB NAME: HUTTO HIGHLANDS SECTION 2 PHASE 2 OFFSITE CHANNEL
 JOB# 865
 ESTIMATE # 10
 DATE 08/20/2020
 ORIG. AMOUNT \$1,944,203.50
 REV. AMOUNT \$2,144,296.00
 RETAINAGE 5%
 TOTAL WORK THIS ESTIMATE \$14,080.00
 TOTAL COMPLETED TO DATE \$2,144,296.00
 LESS RETAINAGE \$107,214.80
 TOTAL DUE TO DATE \$2,037,081.20
 PREVIOUS BILLINGS \$2,023,705.20
 AMOUNT DUE THIS ESTIMATE \$13,376.00

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
EROSION CONTROL											
S.C.E.	SILT FENCE	EA	1.00	\$1,500.00	1,500.00	1.00	0.00	\$0.00	1.00	\$1,500.00	100.00%
	ROCK BERM	LF	9,772.00	\$24,430.00	2.50	9,772.00	0.00	\$0.00	9,772.00	\$24,430.00	100.00%
	MORTARED ROCK RIP RAP	SY	245.00	\$6,002.50	24.50	245.00	0.00	\$0.00	245.00	\$6,002.50	100.00%
	REVEG	SY	970.00	\$83,120.00	86.00	970.00	0.00	\$0.00	970.00	\$83,120.00	100.00%
			30,566.00	\$15,283.00	0.50	30,566.00	0.00	\$0.00	30,566.00	\$15,283.00	100.00%
	SUBTOTAL STREETS			\$140,335.50				\$0.00		\$140,335.50	
DRAINAGE											
	EXCAVATION & EMBANKMENT	SY	30,566.00	\$9,169.80	0.30	30,566.00	0.00	\$0.00	30,566.00	\$9,169.80	100.00%
	10' WIDE CONC. TRICKLE CHANNEL	LF	3,024.00	\$336,226.00	11.00	30,566.00	0.00	\$0.00	30,566.00	\$336,226.00	100.00%
	7'X6 BOX CULVERT	LF	556.00	\$241,920.00	80.00	3,024.00	0.00	\$0.00	3,024.00	\$241,920.00	100.00%
	JACK & BORE 7'X6 BOX CULVERT	LF	336.00	\$71,168.00	128.00	556.00	0.00	\$0.00	556.00	\$71,168.00	100.00%
	7'X6 BOX CULVERT	LF	80.00	\$221,424.00	650.00	336.00	0.00	\$0.00	336.00	\$221,424.00	100.00%
	2 - 7'X6 PM-1 HEADWALL	EA	2.00	\$85,064.00	2,691.00	80.00	0.00	\$0.00	80.00	\$215,280.00	100.00%
	2 - 3'X3 PM-1 HEADWALL	EA	2.00	\$160,000.00	80,000.00	2.00	0.00	\$0.00	2.00	\$160,000.00	100.00%
	CONCRETE SLOPE PAVING	SY	850.00	\$150,000.00	75,000.00	2.00	0.00	\$0.00	2.00	\$150,000.00	100.00%
	TRENCH SAFETY	EA	612.00	\$82,430.00	97.00	850.00	0.00	\$0.00	850.00	\$82,430.00	100.00%
	SUBTOTAL LOTS			\$1,726,007.80				\$0.00		\$1,726,007.80	
SUBGRADE PREP											
	12" FLEX BASE	SY	334.00	\$3,340.00	10.00	334.00	0.00	\$0.00	334.00	\$3,340.00	100.00%
	2" HWAC	SY	334.00	\$5,010.00	15.00	334.00	0.00	\$0.00	334.00	\$5,010.00	100.00%
	METAL BEAM GUARD FENCE	LF	270.00	\$30,060.00	90.00	334.00	0.00	\$0.00	334.00	\$30,060.00	100.00%
	SAFETY GUARDRAIL TREATMENT	EA	2.00	\$6,480.00	24.00	0.00	0.00	\$0.00	270.00	\$6,480.00	100.00%
	TERMINAL ANCHOR SECTION	EA	2.00	\$6,000.00	3,000.00	0.00	2.00	\$6,000.00	2.00	\$6,000.00	100.00%
	TRAFFIC CONTROL	IS	1.00	\$1,600.00	800.00	0.00	2.00	\$1,600.00	2.00	\$1,600.00	100.00%
	SUBTOTAL STREETS			\$77,860.20				\$14,080.00		\$77,860.20	
ALTERNATES											
	EROSION CONTROL MATTING CL 2 TY H	SY	26,679.00	\$200,092.50	7.50	26,679.00	0.00	\$0.00	26,679.00	\$200,092.50	100.00%
	TOTAL CONTRACT			\$2,144,296.00				\$14,080.00		\$2,144,296.00	100.00%

RECEIVED SEP 25 2020

Israel

2752

APPLICATION FOR PAYMENT

J. Lloyd

CONTRACTOR:

CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660
(512) 251-7872
Fax (512) 990-0616

OWNER:

HUTTO DEVELOPMENT, LTD.
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

PROJECT NAME: HUTTO HIGHLANDS Lift Station
CASH JOB NO: 895

PROJECT DATE AS OF: 09/24/2020
BILLED TO PAY REQUEST NO.: 7RET

TOTAL WORK COMPLETED TO DATE \$743,581.00 ✓
RETAINAGE: \$0.00 ✓
AMOUNT DUE THIS ESTIMATE: \$743,581.00 ✓
PREVIOUS BILLINGS: \$706,401.95 ✓
CURRENT AMOUNT DUE \$37,179.05 ✓

CONTRACT DATE: 10/25/2019
ORIGINAL CONTRACT AMOUNT: \$743,581.00 ✓
CHANGE ORDER #1
CHANGE ORDER #2
CHANGE ORDER #3
CHANGE ORDER #4
CHANGE ORDER #5
REVISED CONTRACT AMOUNT: \$743,581.00 ✓

Contractor's Representative

9/24/2020
Date

Randall Jones & Associates Engineering, Inc., as Design Engineer Date

Hutto Development, Ltd., as Owner

APPLICATION FOR PAYMENT									
TO: HUTTO DEVELOPMENT, LTD 47214 ROCKCREEK ROAD AUSTIN, TEXAS 78746					JOB NAME: HUTTO HIGHLANDS SECTION 2 PHASE 2 - LIFT STATION JOB# 895				
FROM: CASH CONSTRUCTION COMPANY, INC. 217 KINGSTON LACY BLVD. PELUSERVILLE TX 78660					ESTIMATE # 7RET DATE 09/24/2020 ORIG. AMOUNT \$743,581.00 REV. AMOUNT \$743,581.00 RETAINAGE 0%				
ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	TOTAL WORK THIS ESTIMATE
	HUTO HIGHLANDS LIFT STATION								
	EROSION CONTROLS								
S.C.E.	SILT FENCE	EA	1.00	\$1,500.00	1,500.00	1.00	0.00	\$0.00	\$0.00
REVEG		LF	1,160.00	\$2,900.00	2.50	1,160.00	0.00	\$0.00	\$0.00
		SY	4,000.00	\$2,000.00	0.50	4,000.00	0.00	\$0.00	\$0.00
	SUBTOTAL EROSION CONTROLS			\$6,400.00				\$0.00	
	LIFT STATION								
	LIFT STATION SITE GRADING	LS	1.00	\$665,413.00	665,413.00	1.00	0.00	\$0.00	\$0.00
	12" PVC SDR 26 (22-24)	LF	1.00	\$5,000.00	5,000.00	1.00	0.00	\$0.00	\$0.00
	8" FORCE MAIN	LF	25.00	\$2,875.00	115.00	25.00	0.00	\$0.00	\$0.00
	TEMP ACCESS ROAD (8" FLEX BASE)	LF	55.00	\$1,870.00	34.00	55.00	0.00	\$0.00	\$0.00
	LIFT STATION CONCRETE DRIVE	SY	1,089.00	\$13,068.00	12.00	1,089.00	0.00	\$0.00	\$0.00
	TRENCH SAFETY	SY	575.00	\$48,875.00	85.00	575.00	0.00	\$0.00	\$0.00
		LF	80.00	\$80.00	1.00	80.00	0.00	\$0.00	\$0.00
	SUBTOTAL WASTEWATER IMPROVEMENTS			\$737,181.00				\$0.00	
	TOTAL CONTRACT			\$743,581.00				\$0.00	
									\$743,581.00
									100.00%

TOTAL WORK THIS ESTIMATE
 TOTAL COMPLETED TO DATE \$743,581.00
 LESS RETAINAGE \$0.00
 TOTAL DUE TO DATE \$743,581.00
 PREVIOUS BILLINGS \$706,401.95
 AMOUNT DUE THIS ESTIMATE \$37,179.05



FINAL SUBDIVISION /
SITE PROJECT CHECKLIST

Date: 11/16/2020

Name of Project: Hutto Highlands Section 2 Phase 2

Conditional / Final Acceptance Date: _____

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

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

TM 1. Project Construction Summary Date Received: 10/19/2020

TM 2. Engineer's Concurrence Letter Date Received: 10/19/2020

TM 3. Maintenance Bond(s) Date Received: 10/19/2020

TM 4. Final Cost & Quantities Date Received: 10/19/2020

TM 5. As-built Reproducible Plans Date Received: 10/19/2020
(1-24"X36", pdf scan, ACAD Base Map files)

TM 6. Test Reports ☒ Manhole Test ☒ WW Low Air Pressure Test / Mandrel Test
☒ TV Test ☒ Valve & Hydrant Test
☒ Bacteriological Test ☒ Water Pressure Test

TM 8. Punch List Date Completed: 11/2/2020

15. No. of Lots for Subdivisions 94 Total Acres in Subdivision. 29.263

Comments: water and waste water belong to
Jonah water supply with the exception of
the lift station and force main

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

JRSA ENGINEERING
CONSULTING ELECTRICAL ENGINEERS
6101 West Courtyard Dr., Bldg. 1, Suite 200 ▪ Austin, Texas 78730
V 512.452.8789 ▪ F 512.452-4041

November 11, 2020

Israel Ramirez, PE
Randall Jones & Associates Engineering, Inc.
2900 Jazz St.
Round Rock, TX 78664

RE: Engineer's Concurrence for Williams County Hutto Highlands Lift Station
Electrical and Instrumentation Installation

Dear Mr. Ramirez,

This letter is to inform you that I performed a final inspection of the site on October 22, 2020. Please accept this letter as my certification that the electrical and instrumentation portions of this project are constructed per JRSA's plans and specifications, and all punchlist items that were generated at the final inspection have been completed.

Sincerely,



Nicholas Maquet, PE

**MAINTENANCE
BOND**

Bond No.: 107308118

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc.,
as Principal, and Travelers Casualty and Surety Company, a corporation
organized and existing under the Laws of the State of Connecticut, as Surety, are held
and firmly bound unto City of Hutto, as Oblige, in the
total sum of Four Million Twenty-four Thousand One Hundred Thirty-one & 36/100
U.S. Dollars (\$4,024,131.36) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Oblige dated June 11, 2019 for
Hutto Highlands Section 2 Phase 2 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 2 year(s) commencing on October 13, 2020 (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

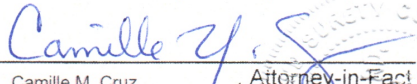
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 13th day of October, 2020.

Cash Construction Company, Inc.
(Principal)

By: 

Travelers Casualty and Surety Company

By: 

Camille M. Cruz

, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz of Atlanta Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of October, 2020



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Marsh

ENGINEER'S CONCURRENCE LETTER

Date: 11/6/2020

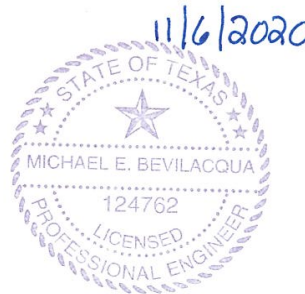
Project Name: Hutto Highlands Lift Station

I, and Green Civil Design staff working under my supervision, have visited the site during construction and have completed general visual observations of the Hutto Highlands Lift Station. Based on these observations, and to the best of my knowledge, the Hutto Highlands Lift Station has been built in accordance with the approved plans and specifications with insignificant deviation. I certify that this project has reached final completion as of November 6th, 2020.

This concurrence letter does not include the inspection or observation of the concrete pavement, its subgrade or reinforcing steel.



Michael E. Bevilacqua, P.E.



PROJECT CONSTRUCTION SUMMARY

PROJECT NAME: Hutto Highlands Section 2 Phase 2

FINAL ACCEPTANCE DATE: _____

INSPECTOR: Todd Meaker

CONTRACTOR: Cash Construction Company, Inc.

Maintained By:	
COH	Other

CONSTRUCTION COSTS

STREET IMPROVEMENT COST: \$756,307.50

SIDEWALK IMPROVEMENT COST: \$15,360.00

SIDEWALK RAMP IMPROVEMENT COST: \$27,000.00

BRIDGE IMPROVEMENT COST: \$0.00

POND(S) COST: \$0.00

DRAINAGE IMPROVEMENT COST: \$2,498,218.16

WATER IMPROVEMENT COST: \$0.00

WASTEWATER IMPROVEMENT COST: \$1,019,488.70

EROSION CONTROLS / RESTORATION COST: \$417,675.50

TOTAL IMPROVEMENT COST: \$4,734,049.86

Boxes checked
by HOA

PREPARED BY (DESIGN ENGINEER): Randall Jones & Associate Engineering

CHECKED BY (CID SUPERVISOR): _____



1/8

CONSTRUCTION SUMMARY FOR STREETS & SIDEWALKS

STREET PAVING							
STREET NAME	Address From Lot #	Address To Lot #	Pavement Design (Thickness) Asphalt / Base	Pavement Width (FT) (foc-foc)	L (FT)	PRIVATE	ETJ
Balsam Street	55S	66S	2/9	30	348	No	No
Berryhack Court	15S	24S	2/9	30	292	No	No
Bluejack Way	60A	7R	2/9	30	778	No	No
Colthorpe Lane	118S	132S	2/9	30	894	No	No
Wren Trail	62A	1R	2/9	30	176	No	No
Ozark Drive	155S	179S	2/9	30	450	No	No
Sassafras Street	25S	40S	2/9	30	567	No	No
Sophora Drive	55A	59A	2/9	30	421	No	No

SIDEWALKS / SIDEWALK RAMPS						
STREET NAME	Address from	Address to	W (FT)	L (FT)	SIDES ₁	CURB RAMP ₂
Balsam Street	55S	66S	5	30	N & S	10
Berryhack Court	15S	24S	5	80	W	4
Bluejack Way	60A	7R	5	0		4
Colthorpe Lane	118S	132S	5	0		6
Wren Trail	62A	1R	5	0		4
Ozark Drive	155S	179S	5	1133	N & S	8
Sassafras Street	25S	40S				
Sophora Drive	55A	59A				

1 – Designates location of existing sidewalk (E, W, S, N, SE, SW, NE, NW of designated street)

2 – Number of Ramps

2/8

CONSTRUCTION SUMMARY FOR BRIDGES

BRIDGES / BRIDGE CLASS CULVERTS / DRAINAGE CULVERTS ACROSS ROW								
STREET NAME AND ADDRESS OR LOCATION	FEATURE CROSSED ₁	TYPE ₂	DESCRIPTION ₃	DECK		COST	PRIVATE	ETJ
				W (FT) ₄	L (FT) ₅			
Drainage Culvert at Atmos Crossing	n/a	C	2-5'x7'	100	167	\$516,000	NO	NO
Future Chichsaw Lane	n/a	C	2-5'x5'	70	70	\$213,000	NO	NO

1 – Feature Crossed: Creek name if major creek or branch, or roadway name if overpass.

2 – Type: B – Bridge, C – Culvert, P – Pipe. All crossings 20' and wider including multiple box culverts totaling 20' or wider shall be classified as a B – Bridge. Culverts are precast of cast-in-place box culverts. Pipes are smaller drainage pipe crossings with or without headwalls.

3 – Description: i.e. 2 spans (Bridge), 2 – 5 X 7' (Culverts), 2 – 24" RCP (Pipes).

4 – Deck Width: Use "footprint" of culvert/pipes for width on buried culvert/pipes; include full "out to out" dimension including sidewalks/railings for width of standard bridges.

5 – Deck Length: Measured along the centerline of the roadway

3/8

CONSTRUCTION SUMMARY FOR PONDS

PONDS						
POND TYPE ¹	LOCATION (ADDRESS OR LOT / BLOCK #)	SIZE (SY) ²	DRAINAGE AREA (ACRES)	PRIVATE ³	ETJ	COST

- 1 – BD = Bio–Detention
 D = Detention Only
 DSF = Detention / Sedimentation / Filtration
 F = Filtration Only
 S = Sedimentation Only
 SF = Sedimentation / Filtration
 SFI = Sedimentation / Filtration / Infiltration
 SI = Sedimentation / Irrigation
 WP = Wet Pond

2 – Approximate boundary area

3 – Provide copy of recorded agreement for privately maintained ponds

4/8

CONSTRUCTION SUMMARY FOR DRAINAGE

STORM DRAIN			MANHOLES			INLETS		
SIZE (IN)	MATERIAL TYPE	L (FT)	QTY	SIZE (Dia - FT)	MATERIAL TYPE	QTY	SIZE (L - FT)	TYPE ₁
18"	RCP CL III	750	5	5	Conc	30	10	Curb
24"	RCP CL III	404	5	6	Conc			
30"	RCP CL III	762						
36"	RCP CL III	1231						
42"	RCP CL III	1180						
48"	RCP CL III	315						
54"	RCP CL III	47						
7x4	RCB CL III	65						

JUNCTION BOXES			OUTFALL STRUCTURES		
QTY	SIZE (FT x FT x FT)	MATERIAL TYPE ₂	QTY	SIZE ₃	DESCRIPTION ₄
1	6x6	concrete	1	36"	Conc Headwall
3	5x7	conc	2	42"	Conc Headwall
1	15x6	conc	1	48"	Conc Headwall
			1	54"	Conc Headwall
			1	7x4	Conc Headwall

CHANNEL			
LENGTH (FT)	BOTTOM WIDTH (FT)	SIDE SLOPE (FT/FT)	LINING MATERIAL TYPE
3,650	6	3:1	Natural

- 1) Grate, Area, Curb, Recessed Curb, Combination, Slotted Drain
- 2) Cast-in-Place, Precast
- 3) Pipe size / Culvert Size
- 4) Headwall, Wing Walls, Gabions

5/6

CONSTRUCTION SUMMARY FOR WATER

VALVES INSTALLED			PIPE			FIRE HYDRANTS		
SIZE	DESCRIPTION	NO.	SIZE	TYPE	LENGTH	SIZE	TYPE	NO.
AIR RELEASE								
SIZE	TYPE	NO.						
			SERVICES INSTALLED					
			NO.	TYPE				
				SINGLE				
				DOUBLE				

REMARKS: _____

4/10

CONSTRUCTION SUMMARY FOR WASTEWATER

[illegible]

LIMITS OF CONSTRUCTION FOR WATER/WASTEWATER PROJECTS ONLY

 $\frac{7}{8}$

PROJECT NAME _____ WORK ORDER # _____

WWW JOB I.D. _____ SUBDIVISION FILE # _____

LIMITS OF PROJECT WILL BE GIVEN BY ADDRESS OF STREETS LISTED BELOW

STREET NAME	FROM	TO

THIS SHEET MUST BE USED WHEN THERE IS NOT A STREET AND DRAINAGE
SUMMARY INCLUDED.

8/8



December 7, 2020

Israel Ramirez
Randall Jones & Associates Engineering Inc.
2900 Jazz Street
Round Rock, TX 78664

Re: TAS Inspection Report - Hutto Highlands Section 2 Phase 2

Dear Israel:

This report presents the findings of the on-site inspection for the Hutto Highlands Section 2 Phase 2 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on December 4, 2020 which included the review of sidewalks, curb ramps and associated crosswalks within Phase2 Section 2.

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at arturo@alturalp.com with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Arturo Pinero', with a stylized flourish at the end.

Arturo Pinero, RAS #1551

Altura Solutions, LLC
3616 Far West Blvd., Ste. 117-288, Austin, TX 78731

(512) 410-7059
arturo@alturalp.com

RESOLUTION NO. R-

**A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS
FOR THE SUBDIVISION KNOWN AS HUTTO HIGHLANDS SECTION 2
PHASE 2; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

WHEREAS, the infrastructure improvements for the Hutto Highlands Section 2 Phase 2 Residential subdivision have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all roads, drainage, sidewalks, and ADA ramps, and;

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

WHEREAS, Cash Construction Company, Inc. has submitted a warranty bond to cover the material and workmanship for two years,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

HUTTO, TEXAS, hereby accepts the infrastructure improvements for Hutto Highlands Section 2 Phase 2

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the

meeting at which this resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **17th** day of **December, 2020**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTESTED:

Holly Nagy, City Secretary

City Council

AGENDA ITEM REPORT



To:

Subject: Consideration and possible action on approving Resolution No. R-2020-136 authorizing the City Manager to accept the infrastructure improvements for the 1660 retail center.
(Anthony Host)

Meeting: City Council - 17 Dec 2020

Department:

Staff Contact: Tony Host

ATTACHMENTS:

[1660 Final subdivision Checklist](#)

[Limmer OPC ROW Estimate 10.6.2020](#)

[1660 Maintenance Bond](#)

[Concurrence Letter 1 PSCE- Limmer FM 1660- Engineers](#)

[3 FM 1660 Retail Cost & Quantity PSCE](#)



FINAL SUBDIVISION /
SITE PROJECT CHECKLIST

Date: 11/13/2020
Name of Project: FM 1660 N. Retail Center
Conditional / Final Acceptance Date: _____
Inspector's Name: Todd Meeker Job Number(s): _____

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

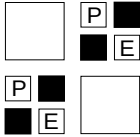
Tm 1. Project Construction Summary Date Received: 11/6/20
Tm 2. Engineer's Concurrence Letter Date Received: 11/6/20
Tm 3. Maintenance Bond(s) Date Received: 11/12/20
Tm 4. Final Cost & Quantities Date Received: 11/6/20
Tm 5. As-built Reproducible Plans Date Received: 11/6/20
(1-24"X36", pdf scan, ACAD Base Map files)
Tm 6. Test Reports

☒ Manhole Test	☒ WW Low Air Pressure Test / Mandrel Test
☒ TV Test	☒ Valve & Hydrant Test
☒ Bacteriological Test	☒ Water Pressure Test

Tm 8. Punch List Date Completed: 11/17/2020
Tm 15. No. of Lots for Subdivisions 1 Total Acres in Subdivision. 2.385

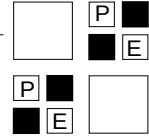
Comments: _____

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



PROFESSIONAL STRUCIVIL ENGINEERS, INC.

STRUCTURAL CIVIL TRANSPORTATION
2205 WEST PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 PSCE@PSCEINC.COM REGISTERED FIRM F-4951



OPINION OF PROBABLE COST – ROW WORK

November 6, 2020
Development Services Department
City of Hutto
210 U.S. 79 East, Suite #103
Hutto, Texas 78634

Reference: FM 1660 GAS STATION
6081 FM 1660, Hutto, Texas 78634
Project Number: 2018-15530

To Whom It May Concern,

The following is the Opinion of Probable Cost for the work that will be done in the right-of-way (i.e. utilities pipes and connections, etc.).

QTY		Waste Water Improvements	Unit Price	Total
1.00	EA	6" Clean Out	\$12.00	\$12.00
7.50	LF	6" SDR26	\$8.00	\$60.00
100.00	LF	18" Steel Casing	\$40.00	\$4,000.00
1.00	EA	Cost of Boring	\$26,000.00	\$26,000.00
99.33	LF	8" SDR26	\$10.00	\$993.30
1.00	EA	WW 48" Manhole #A	\$8,694.00	\$8,694.00
1.00	EA	WW 48" Manhole #B	\$9,867.00	\$9,867.00
Total Material and Labor Cost-Waste Water Improvements				\$49,626.30

QTY		Driveway on Limmer Loop	Unit Price	Total
84.00	LH	18" RCP	\$90.00	\$7,560.00
1,509.00	SF	Type II Driveway	\$7.00	\$10,563.00
Total Material and Labor Cost-Driveway on Limmer Loop				\$18,123.00

QTY		Sidewalks on Limmer Loop	Unit Price	Total
1,624.00	SF	Sidewalks	\$4.50	\$7,308.00
Total Material and Labor Cost-Sidewalks on Limmer Loop				\$7,308.00

QTY		Revegetation on Limmer Loop	Unit Price	Total
8,288.00	SF	Revegetation Bar Ditch	\$0.25	\$2,072.00
Total Material and Labor Cost-Revegetation on Limmer Loop				\$2,072.00
Grand Total of All Cost of Improvements				\$77,129.30

Please let us know if the above quantity and/or dollar amounts are satisfactory.
Sincerely,

PROFESSIONAL STRUCIVIL ENGINEERS

Mirza Tahir Baig, P.E.
Principal





Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

TWO YEAR MAINTENANCE BOND

Bond No. CNB-37756-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pruneda Construction, LLC of the City of Elgin, State of TX, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized under laws of the State of Texas, as Surety, are held and firmly bound onto City of Hutto, as Obligee, in the sum of Seventy-Seven Thousand One Hundred and Twenty-Nine Dollars and Thirty Cents (\$ 77,129.30), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, on the 4th day of November, 2020, the Principal entered into a contract to construct Waste Water Improvement, Driveway, Sidewalk and Revegetation on Limmer Loop for the FM 1660 Retail Center / Gas Station, Texas for the sum of Seventy-Seven Thousand One Hundred and Twenty-Nine Dollars and Thirty Cents (\$ 77,129.30); and

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond for 100 % of the value of said improvements or Seventy-Seven Thousand One Hundred and Twenty-Nine Dollars and Thirty Cents (\$ 77,129.30) to protect the Obligee against the result of faulty materials or workmanship for a period of twenty-five months (25 months) from the date of execution of this bond, or for a period of two (2) years from and after the date of completion and acceptance of the same, whichever event occurs first.

NOW, THEREFORE, if the said Principal shall for a full period of twenty-five months (25 months) from the date of execution of this bond, or for a period of two (2) years from and after the date of completion and acceptance of the same, whichever event occurs first, by said Obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that any suit under this bond must be filed within two years (2 years) and a day of the end of the warranty period.

SIGNED, SEALED AND DATED this 10th day of November, 2020.

PRINCIPAL: Pruneda Construction, LLC
By: Managing Member R. J. Smith (Seal)
(title)

INSURORS INDEMNITY COMPANY
By: James K. Swindle (Seal)
James K. Swindle, Attorney-in-Fact

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-37756-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

James K. Swindle of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

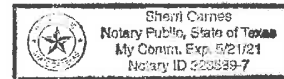
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 10th day of November, 2020.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

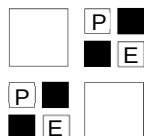
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

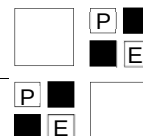
UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



PROFESSIONAL STRUCIVIL ENGINEERS, INC.

STRUCTURAL CIVIL TRANSPORTATION
2205 W. PARMER LN., SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 PSCE@PSCEINC.COM REGISTERED FIRM F-4951



ENGINEER'S CONCURRENCE LETTER FOR CERTIFICATE OF OCCUPANCY

October 26, 2020

Development Services Department
City of Hutto
500 W. Live Oak St
Hutto, TX 78634

Reference: FM 1660 GAS STATION (PROJECT NO: 2018-15530)
6081 FM 1660, Hutto, TX 78634

On October 26, 2020, I, the undersigned Professional Engineer in the State of Texas, made a final visual inspection for the above referenced project based on the approved site plan 2018-15530. I also visited the site during construction and observed that the site utilities (water and wastewater), grading, and drainage structures, including the detention pond, were constructed per the approved plans, with insignificant deviation. I, therefore verify the adequate completion of the following items:

All berms, curbs, storm sewers, water and wastewater utilities, storm inlets, outlet flow structures, detention pond, parking areas, driveways and similar construction items.

Please call my office at 512-238-6422 if there are any questions concerning this letter.

Sincerely,
PROFESSIONAL STRUCIVIL ENGINEERS, INC.



Mirza Tahir Baig, P.E.
Principal

Opinions and comments stated on this report are solely on observation of apparent condition. This report does not provide a prediction, or warranty on the future performance and/or the need for repair of the structure and other related items. Observation and/or inspection for waterproofing, water conveyance, and drainage issues are specially excluded from this scope of work.

S:\PROJECT\Wehbe Real Estate\Active\Limmer Loop 1660 Retail - 30267\PSCE - Limmer FM1660 - Engineers Concurrence.docx

PRUNEDA CONSTRUCTION, LLC

PO BOX 1186 Pflugerville, TX 78691

PHONE: (512) 670-9466 FAX: (512) 233-2440

FINAL Cost & Quantity

11/4/2020

TO: City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

Subject: FM 1660 Retail
6081 FM 1660
Hutto, TX 78634

Please accept the following information as the cost and quantity summary of all work conducted for all wastewater, sidewalk, driveway and revegetation improvements within the City of Hutto Right-of-Way.

QTY		Waste Water Improvements	Unit Price	Total
1.00	EA	6" Clean Out	\$12.00	\$12.00
7.50	LF	6" SDR26	\$8.00	\$60.00
100.00	LF	18" Steel Casing	\$40.00	\$4,000.00
1.00	EA	Cost of Boring	\$26,000.00	\$26,000.00
99.33	LF	8" SDR26	\$10.00	\$993.30
1.00	EA	WW 48" Manhole #A	\$8,694.00	\$8,694.00
1.00	EA	ww 48" Manhole #B	\$9,867.00	\$9,867.00
Total Material and Labor Cost - Waste Water Improvements				\$49,626.30

QTY		Driveway On Limmer Loop	Unit Price	Total
84.00	LH	18" RCP	\$90.00	\$7,560.00
1,509.00	SF	Type II Driveway	\$7.00	\$10,563.00
Total Material and Labor Cost - Driveway On Limmer Loop				\$18,123.00

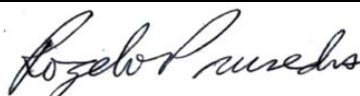
QTY		Sidewalks On Limmer Loop	Unit Price	Total
1,624.00	SF	Sidewalks	\$4.50	\$7,308.00
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QTY		Revegetation on Limmer Loop	Unit Price	Total
8,288.00	SF	Revegetation Bar Ditch	\$0.25	\$2,072.00
Total Material and Labor Cost - Revegetation On Limmer Loop				\$2,072.00

Grand Total of All Cost of Improvements

\$77,129.30

Prepared by:


Rogelio Pruneda, General Contractor

APPROVED

By Mirza T. Baig, P.E. at 4:49 pm, Nov 04, 2020



FINAL SUBDIVISION /
SITE PROJECT CHECKLIST

Date: 11/13/2020

Name of Project: FM 1660 N. Retail Center

Conditional / Final Acceptance Date: _____

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

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

Tm 1. Project Construction Summary Date Received: 11/6/20

Tm 2. Engineer's Concurrence Letter Date Received: 11/6/20

Tm 3. Maintenance Bond(s) Date Received: 11/12/20

Tm 4. Final Cost & Quantities Date Received: 11/6/20

Tm 5. As-built Reproducible Plans Date Received: 11/6/20
(1-24"X36", pdf scan, ACAD Base Map files)

Tm 6. Test Reports

<u>✓</u> Manhole Test	<u>✓</u> WW Low Air Pressure Test / Mandrel Test
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<u>X</u> Bacteriological Test	<u>X</u> Water Pressure Test

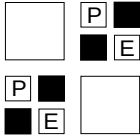
Tm 8. Punch List Date Completed: 11/17/2020

Tm 15. No. of Lots for Subdivisions 1 Total Acres in Subdivision 2.385

Comments: _____

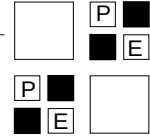
Please initial: Tm Inspector, _____ Supervisor, _____ Administrative Assistant

Received by: _____



PROFESSIONAL STRUCIVIL ENGINEERS, INC.

STRUCTURAL CIVIL TRANSPORTATION
2205 WEST PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 PSCE@PSCEINC.COM REGISTERED FIRM F-4951



OPINION OF PROBABLE COST – ROW WORK

November 6, 2020
Development Services Department
City of Hutto
210 U.S. 79 East, Suite #103
Hutto, Texas 78634

Reference: FM 1660 GAS STATION
6081 FM 1660, Hutto, Texas 78634
Project Number: 2018-15530

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QTY		Driveway on Limmer Loop	Unit Price	Total
84.00	LH	18" RCP	\$90.00	\$7,560.00
1,509.00	SF	Type II Driveway	\$7.00	\$10,563.00
Total Material and Labor Cost-Driveway on Limmer Loop				\$18,123.00

QTY		Sidewalks on Limmer Loop	Unit Price	Total
1,624.00	SF	Sidewalks	\$4.50	\$7,308.00
Total Material and Labor Cost-Sidewalks on Limmer Loop				\$7,308.00

QTY		Revegetation on Limmer Loop	Unit Price	Total
8,288.00	SF	Revegetation Bar Ditch	\$0.25	\$2,072.00
Total Material and Labor Cost-Revegetation on Limmer Loop				\$2,072.00
Grand Total of All Cost of Improvements				\$77,129.30

Please let us know if the above quantity and/or dollar amounts are satisfactory.
Sincerely,

PROFESSIONAL STRUCIVIL ENGINEERS

Mirza Tahir Baig, P.E.
Principal





Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

TWO YEAR MAINTENANCE BOND

Bond No. CNB-37756-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pruneda Construction, LLC of the City of Elgin, State of TX, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized under laws of the State of Texas, as Surety, are held and firmly bound onto City of Hutto, as Obligee, in the sum of Seventy-Seven Thousand One Hundred and Twenty-Nine Dollars and Thirty Cents (\$ 77,129.30), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, on the 4th day of November, 2020, the Principal entered into a contract to construct Waste Water Improvement, Driveway, Sidewalk and Revegetation on Limmer Loop for the FM 1660 Retail Center / Gas Station, Texas for the sum of Seventy-Seven Thousand One Hundred and Twenty-Nine Dollars and Thirty Cents (\$ 77,129.30); and

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond for 100 % of the value of said improvements or Seventy-Seven Thousand One Hundred and Twenty-Nine Dollars and Thirty Cents (\$ 77,129.30) to protect the Obligee against the result of faulty materials or workmanship for a period of twenty-five months (25 months) from the date of execution of this bond, or for a period of two (2) years from and after the date of completion and acceptance of the same, whichever event occurs first.

NOW, THEREFORE, if the said Principal shall for a full period of twenty-five months (25 months) from the date of execution of this bond, or for a period of two (2) years from and after the date of completion and acceptance of the same, whichever event occurs first, by said Obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that any suit under this bond must be filed within two years (2 years) and a day of the end of the warranty period.

SIGNED, SEALED AND DATED this 10th day of November, 2020.

PRINCIPAL: Pruneda Construction, LLC
By: Managing Member R. J. Smith (Seal)
(title)

INSURORS INDEMNITY COMPANY
By: James K. Swindle (Seal)
James K. Swindle, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-37756-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

James K. Swindle of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

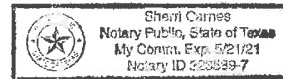
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 10th day of November, 2020.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

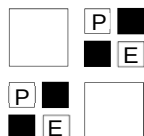
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

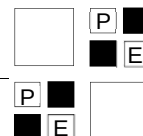
UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



PROFESSIONAL STRUCIVIL ENGINEERS, INC.

STRUCTURAL CIVIL TRANSPORTATION
2205 W. PARMER LN., SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 PSCE@PSCEINC.COM REGISTERED FIRM F-4951



ENGINEER'S CONCURRENCE LETTER FOR CERTIFICATE OF OCCUPANCY

October 26, 2020

Development Services Department
City of Hutto
500 W. Live Oak St
Hutto, TX 78634

Reference: FM 1660 GAS STATION (PROJECT NO: 2018-15530)
6081 FM 1660, Hutto, TX 78634

On October 26, 2020, I, the undersigned Professional Engineer in the State of Texas, made a final visual inspection for the above referenced project based on the approved site plan 2018-15530. I also visited the site during construction and observed that the site utilities (water and wastewater), grading, and drainage structures, including the detention pond, were constructed per the approved plans, with insignificant deviation. I, therefore verify the adequate completion of the following items:

All berms, curbs, storm sewers, water and wastewater utilities, storm inlets, outlet flow structures, detention pond, parking areas, driveways and similar construction items.

Please call my office at 512-238-6422 if there are any questions concerning this letter.

Sincerely,
PROFESSIONAL StruCIVIL ENGINEERS, INC.



Mirza Tahir Baig, P.E.
Principal

Opinions and comments stated on this report are solely on observation of apparent condition. This report does not provide a prediction, or warranty on the future performance and/or the need for repair of the structure and other related items. Observation and/or inspection for waterproofing, water conveyance, and drainage issues are specially excluded from this scope of work.

S:\PROJECT\Wehbe Real Estate\Active\Limmer Loop 1660 Retail - 30267\PSCE - Limmer FM1660 - Engineers Concurrence.docx

PRUNEDA CONSTRUCTION, LLC

PO BOX 1186 Pflugerville, TX 78691

PHONE: (512) 670-9466 FAX: (512) 233-2440

FINAL Cost & Quantity

11/4/2020

TO: City of Hutto
500 W. Live Oak Street
Hutto, TX 78634

Subject: FM 1660 Retail
6081 FM 1660
Hutto, TX 78634

Please accept the following information as the cost and quantity summary of all work conducted for all wastewater, sidewalk, driveway and revegetation improvements within the City of Hutto Right-of-Way.

QTY		Waste Water Improvements	Unit Price	Total
1.00	EA	6" Clean Out	\$12.00	\$12.00
7.50	LF	6" SDR26	\$8.00	\$60.00
100.00	LF	18" Steel Casing	\$40.00	\$4,000.00
1.00	EA	Cost of Boring	\$26,000.00	\$26,000.00
99.33	LF	8" SDR26	\$10.00	\$993.30
1.00	EA	WW 48" Manhole #A	\$8,694.00	\$8,694.00
1.00	EA	ww 48" Manhole #B	\$9,867.00	\$9,867.00
Total Material and Labor Cost - Waste Water Improvements				\$49,626.30

QTY		Driveway On Limmer Loop	Unit Price	Total
84.00	LH	18" RCP	\$90.00	\$7,560.00
1,509.00	SF	Type II Driveway	\$7.00	\$10,563.00
Total Material and Labor Cost - Driveway On Limmer Loop				\$18,123.00

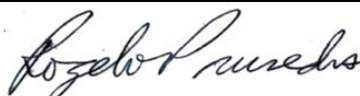
QTY		Sidewalks On Limmer Loop	Unit Price	Total
1,624.00	SF	Sidewalks	\$4.50	\$7,308.00
Total Material and Labor Cost - Sidewalks On Limmer Loop				\$7,308.00

QTY		Revegetation on Limmer Loop	Unit Price	Total
8,288.00	SF	Revegetation Bar Ditch	\$0.25	\$2,072.00
Total Material and Labor Cost - Revegetation On Limmer Loop				\$2,072.00

Grand Total of All Cost of Improvements

\$77,129.30

Prepared by:


Rogelio Pruneda, General Contractor

APPROVED

By Mirza T. Baig, P.E. at 4:49 pm, Nov 04, 2020



ADA Assistance

107 Meadow Woods, Kyle TX 78640 - Fax (866)268-1810
Robert Ronson (512)787-3687; Maureen Ronson (512)557-1676
Email: info@adaassistance.com Internet: www.adaassistance.com

December 9, 2020

Mr Najib Wehbe
5902 Mountain Villa Dr
Austin, Texas 78731

RE: FM 1660 Retail Center
FM 1660 Retail Center
6081 FM 1660
Hutto, Texas 78634

Project Number:
TABS2019015846

CORRECTIVE MODIFICATIONS - NO VIOLATIONS

Dear Mr Wehbe:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

These results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If you have questions or need further assistance, or if you are not the owner of record of this facility, contact Robert P. Ronson at 512-787-3687 or robert@adaassistance.com.

Please reference project number TABS2019015846 in all correspondence pertaining to this project.

Sincerely,

Robert P. Ronson RAS # 16

Enclosures

The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. The plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

Project Number: TABS2019015846
Project Name: FM 1660 Retail Center
Facility: FM 1660 Retail Center
Address: 6081 FM 1660
Hutto, Texas 78634



Owner: Najib Wehbe
Owner Address: 5902 Mountain Villa Dr
Austin, Texas 78731

Project Description: a new construction of a 1-story retail center of 7,700 sf and a 1,108 sf car wash bldg
Start Date: October 1, 2019
Estimated Completion Date: November 1, 2020
Estimated Cost: \$750,000

RAS: Robert P. Ronson; **RAS #:** 16

Report date: December 9, 2020

Corrections Report

No Violations

Acceptable: 206 Accessible Routes.
206.2 Where Required.
206.2.1 Site Arrival Points.

Acceptable: 208 Parking Spaces.
208.2 Minimum Number.

Acceptable: 228 Depositories, Vending Machines, Change Machines, Mail Boxes, and Fuel
Dispensers.
228.1 General.

Acceptable: 404 Doors, Doorways, and Gates.
404.1 General.

Acceptable: 502 Parking Spaces.
502.1 General.

Acceptable: 603 Toilet and Bathing Rooms.

603.1 General.

Acceptable: 904 Check-Out Aisles and Sales and Service Counters.
904.1 General.

End of Report

RESOLUTION NO. R-

**A RESOLUTION ACCEPTING THE INFRASTRUCTURE IMPROVEMENTS
FOR THE SUBDIVISION KNOWN AS FM 1660 RETAIL CENTER; IN THE
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.**

WHEREAS, the infrastructure improvements for the FM 1660 Retail Center have been constructed and are ready for acceptance, and;

WHEREAS, a final inspection was conducted by the City's Construction and Public Works staff of all driveways, drainage, sidewalks, and ADA ramps, and;

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

WHEREAS, Pruneda Construction LLC. has submitted a warranty bond to cover the material and workmanship for two years,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
HUTTO, TEXAS, hereby** accepts the infrastructure improvements for FM 1660 Retail Center

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

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **17th** day of **December, 2020**.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTESTED:

Holly Nagy, City Secretary

ORDINANCE NO. O-2020-048

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING.

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

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with the acceptance of grant funding awarded through the Governor's Office.

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2020, and ending September 30, 2021.

SECTION 3: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

SECTION 4: 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 phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity 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 of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code*.

READ and APPROVED on **first reading** on this the **17th** day of **December 2020**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on second and final reading this 7th day of January 2021, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

EXHIBIT A



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office
Criminal Justice Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4158501	Award Amount:	\$15,596.00
Date Awarded:	10/16/2020	Grantee Cash Match:	\$0.00
Grant Period:	04/01/2020 - 03/31/2021	Grantee In Kind Match:	\$0.00
Liquidation Date:	06/29/2021	Total Project Cost:	\$15,596.00
Program Fund:	CV-Coronavirus Emergency Supplemental Funding Program		
Grantee Name:	Hutto, City of		
Project Title:	Covid-19		
Grant Manager:	Matt McDaniel		
DUNS Number:	189974074		
CFDA:	16.034 - Coronavirus Emergency Supplemental Funding Program		
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Program, Bureau of Justice Assistance		
Federal Award Date:	4/7/2020		
Federal/State Award ID Number:	2020-VD-BX-0002		
Total Federal Award/State Funds Appropriated:	\$41,975,871.00		

Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

ORDINANCE NO. O-2020-047

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE FISCAL YEAR 2020-21 BUDGET FOR INCREASED WASTEWATER COSTS.

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

SECTION 1: That the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the support of the general government of the City of Hutto, Texas, be amended for said term in accordance with approved contract modifications for wastewater services..

SECTION 2: That the amendment, as shown in words and figures in Exhibit A, is hereby approved in all aspects and adopted as an amendment to the City budget for the fiscal year October 1, 2020, and ending September 30, 2021.

SECTION 3: The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law and the *City Charter*.

SECTION 4: 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 phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity 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 of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If a court of competent jurisdiction to be invalid shall adjudge any provision of this Ordinance, the invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: All ordinances or parts of ordinances and sections of the City Code of Ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code* and the *City Charter*.

SECTION 7: It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter. 551, Tex. Gov't. Code*.

READ and APPROVED on **first reading** on this the **17th** day of **December 2020**, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

READ, APPROVED and ADOPTED on second and final reading this 7th day of January 2021, at a regular meeting of the City Council of the City of Hutto, there being a quorum present.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

EXHIBIT A

Utility Services - Operating Fund (Fund 50)

	Original Budget	Amended Budget	Variance
Revenue <i>(including transfers in)</i>	14,410,626	14,410,626	-
Expense <i>(including transfers out)</i>	13,781,528	13,801,672	20,144
Net Change in Working Capital	629,098	608,954	(20,144)
Beginning Working Capital	4,964,438	4,964,438	-
Contingency Reserves (20%)	1,309,177	1,313,206	4,029
Ending Available Working Capital	4,284,359	4,260,186	(24,173)
Department			
Utilities - Contractual Services			
Wastewater Contract	200,000	220,144	20,144



HUTTO CO-OP
PUBLIC IMPROVEMENT DISTRICT
2020 ANNUAL SERVICE PLAN UPDATE
DECEMBER 17, 2020

INTRODUCTION

Capitalized terms used in this 2020 Annual Service Plan Update shall have the meanings set forth in the 2018 Service and Assessment Plan (the “2018 SAP”), used for the levying of Special Assessments.

The PID was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9D on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the 35.1 acres of property in the PID.

On December 6, 2018 the City Council accepted and approved the 2018 SAP for the PID by adopting Ordinance No. O-18-12-06-9A which approved the levy of Special Assessments for Assessed Property within the PID and the Assessment Roll.

The 2018 SAP identified the Authorized Improvements to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The City adopted the Assessment Roll identifying the Special Assessments on each Lot or Parcel within the PID, based on the method of assessment identified in the SAP.

On July 3, 2019, the City approved the 2019 Annual Service Plan Update for the PID by adopting an ordinance. The 2019 Annual Service Plan Update also updated the Special Assessment Roll for 2019.

Pursuant to Texas Local Government Code Chapter 372, the SAP must be reviewed and updated annually. This document is the annual update of the SAP for 2020. This Annual Service Plan Update also updates the Assessment Roll for 2020.

LISTED EVENTS

There have not been any Listed Events in the PID.

PARCEL SUBDIVISION

The final plat for the Hutto Co-Op District was recorded on May 8, 2018. A copy of the recorded plat for the “Co-Op District” is attached hereto as **Exhibit F**. The “Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 Acre Tract” was recorded on April 15, 2019, a copy of which is attached as **Exhibit G**.

AUTHORIZED IMPROVEMENTS

The budget for the Authorized Improvements has been revised to \$13,023,962 as shown on the table below. Final acceptance of all Authorized Improvements is projected for December 2020.

	Original SAP Budget ¹	Revised Budget ^{2 3}	Delta ⁴	Actual Spent ⁵	% Complete
<i>Initial Authorized Improvements</i>					
The Lakes - Landscaping	\$ 2,887,780	\$ 2,147,174	\$ (740,606)	\$ 2,052,400	95.59%
Streets - Landscaping	\$ 2,015,562	\$ 1,529,253	\$ (486,309)	\$ 1,462,600	95.64%
City Hall Landscaping	\$ 812,682	\$ 604,260	\$ (208,422)	\$ 604,260	100.00%
Signage, Monumentation & Detention	\$ 806,280	\$ 700,582	\$ (105,698)	\$ 680,866	97.19%
Town Green	\$ 1,228,892	\$ 913,728	\$ (315,164)	\$ 148,650	16.27%
Excavation, Water, Sewer, Drainage, Paving & Parking Lots	\$ 6,103,457	\$ 4,509,710	\$ (1,593,747)	\$ 3,982,350	88.31%
Highway 79 Construction & Engineering	\$ 1,318,956	\$ 904,669	\$ (414,287)	\$ 684,684	75.68%
Contingency	\$ 926,391	\$ 414,586	\$ (511,805)	\$ 365,377	88.13%
Project Management Fee	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,100,000	84.62%
Total Initial Authorized Improvements	\$ 17,400,000	\$ 13,023,962	\$ (4,376,038)	\$ 11,081,187	85.08%
<i>Bond Issuance Costs</i>					
Debt Service Reserve Fund	\$ -	\$ 645,073	\$ 645,073	\$ 645,073	100.00%
Capitalized Interest	\$ -	\$ 2,178,415	\$ 2,178,415	\$ 2,178,415	100.00%
Underwriter's Discount	\$ -	\$ 365,000	\$ 365,000	\$ 365,000	100.00%
Cost of Issuance	\$ -	\$ 937,550	\$ 937,550	\$ 937,550	100.00%
Extraordinary Expense Fund	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	100.00%
Total PID Formation and Bond Issuance Costs	\$ -	\$ 4,376,038	\$ 4,376,038	\$ 4,376,038	100.00%
Total Costs	\$ 17,400,000	\$ 17,400,000	\$ -	\$ 15,457,225	88.83%

Footnotes:

¹ As shown in Original SAP approved December 6, 2018 and page 50 of the Limited Offering Memorandum dated December 20, 2018.

² Revised budget per the Quarterly Report prepared by the developer for the period ending June 30, 2020.

³ The revised budget matches the \$13,023,963 authorized to be paid to the developer pursuant to Section 5.02(a) of the Construction Contract dated December 6, 2018 and the deposit to the Project Fund from the sale of bonds, on page 28 of the Limited Offering Memorandum dated December 20, 2018.

⁴ The budget change matches the \$4,376,037.50 in costs incurred in the issuance of the bonds, on page 28 of the Limited Offering Memorandum dated December 20, 2018.

⁵ Per the Quarterly Report prepared by the developer for the period ending June 30, 2020.

DEVELOPMENT STATUS

As of June 30, 2020, all lots are owned by the Developer, with no wholesale purchases closed or under contract. Vertical construction commenced in Q1 of 2020. Four leases have been issued within the PID, as shown below.

Executed Leases as of June 30, 2020				
Lot #	Property Type	SqFt	Term Price/SqFt	
9	Theater	39,000	\$ 14.50	
6A	Restaurant	3,000	\$ 16.00	[a]
4B	Restaurant	5,500	\$ 21.47	[b]
6A	Retail	1,200	\$ 31.00	

[a] Reflects year 1 at \$32.00/SqFt with 6 months free rent.

[b] Reflects year 1 at \$42.93/SqFt with 6 months free rent.

On January 15, 2020 a construction loan with Broadway Bank in the amount of \$18,150,000 was closed by 79 Alpha District Development, an entity owned 100% by the same partners as 420 US 79, Ltd., for the vertical construction of six buildings within the District. As of June 12, 2020, there had been \$2,353,891.74 in funds advanced against the loan, leaving an available balance of \$15,796,108.26 for future loan advances. The table below summarizes the status of vertical construction for the various buildings within the District.

Status of Vertical Construction				
Lot #	Building #	Planned Building SqFt	Percent of District SqFt	Estimated Completion Date [a]
<u>Buildings with Funding</u>				
6A-2	1A	3,500	0.53%	TBD
6A-4	1B	6,000	0.91%	TBD
6A-4	3	6,000	0.91%	TBD
4B	5	5,500	0.83%	7/31/2020
4E	7	20,000	3.03%	TBD
9	18	39,000	5.91%	TBD
		80,000	12.13%	
<u>Buildings yet to Secure Funding</u>				
6A-4	2	12,000	1.82%	TBD
6A-4	4	3,000	0.45%	TBD
6A-1	6	22,500	3.41%	TBD
5A	8	6,000	0.91%	TBD
4A	9	152,000	23.05%	TBD
4A	10	45,000	6.82%	TBD
4A	11	28,000	4.25%	TBD
6A-1	12	40,000	6.07%	TBD
7	13	75,000	11.37%	TBD
7	14	36,000	5.46%	TBD
3	15	32,000	4.85%	TBD
Church	16	124,000	18.80%	TBD
Church	17	-	0.00%	TBD
8	19	4,000	0.61%	TBD
		579,500	87.87%	
Total		659,500	100.00%	

[a] As of 6/30/2020.

OUTSTANDING SPECIAL ASSESSMENT

The PID has an outstanding Special Assessment of \$17,400,000. The Assessment Roll is attached as **Exhibit A**.

ANNUAL INSTALLMENT DUE 1/31/2021

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$890,661.39.
- **Administrative Expenses** – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses budgeted for the Annual Installment is \$134,966.09.
- **TIRZ Offset** – The TIRZ generated \$35,016.97 in net TIRZ Credit in 2019, which will be used to offset the 2020 Annual Installment due January 31, 2021. There was no EDC Credit generated in 2019.

Due January 31, 2021	
Co-Op PID	
Principal	\$ -
Interest	\$ 890,661.39
Administrative Expenses	\$ 134,966.09
TIRZ Credit	\$ (35,016.97)
Total Annual Installment	\$ 990,610.51

See **Exhibit B** for the Annual Installments for the PID and **Exhibits C1 – C13** for the Annual Installments for each Assessed Property within the PID.

PREPAYMENT OF SPECIAL ASSESSMENTS IN FULL

No full prepayments of Special Assessments have occurred within the PID.

PARTIAL PREPAYMENT OF SPECIAL ASSESSMENTS

No partial prepayments of Special Assessments have occurred within the PID.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Co-Op PID						
Annual Installment Due	1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025	
Principal	\$ -	\$ -	\$ 195,000.00	\$ 210,000.00	\$ 220,000.00	
Interest	\$ 890,661.39	\$ 1,132,707.50	\$ 1,132,707.50	\$ 1,120,032.50	\$ 1,106,382.50	
(1)	\$ 890,661.39	\$ 1,132,707.50	\$ 1,327,707.50	\$ 1,330,032.50	\$ 1,326,382.50	
Annual Collection Costs [a]	(2)	\$ 134,966.09	\$ 45,865.41	\$ 46,782.72	\$ 47,718.37	\$ 48,672.74
TIRZ Offset [b]	(3)	\$ (35,016.97)	\$ (35,016.97)	\$ (35,016.97)	\$ (35,016.97)	\$ (35,016.97)
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 990,610.51	\$ 1,143,555.94	\$ 1,339,473.25	\$ 1,342,733.90	\$ 1,340,038.27

[a] Preliminary estimate, Annual Collection Costs will be determined annually with each Annual Service Plan Update.

[a] Preliminary estimate, TIRZ Credit will be determined annually with each Annual Service Plan Update.

ASSESSMENT ROLL

The list of current Parcels or Lots within the PID, the corresponding total Special Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2020 Annual Installments which will be delinquent if not paid by January 31, 2021.

ATTORNEY GENERAL REVIEW OF OUTSTANDING ASSESSMENT

On September 3, 2020, the City Council voted unanimously to direct the City Attorney to seek a sponsor for the City's request for legal advice from the Office of the Texas Attorney General relating to the amount of outstanding Special Assessments.

The legal advice sought from the Office of the Attorney General is summarized as follows: May Assessments levied by the City be used by the City to make installment payments for the purchase of public improvements from the city's local government corporation, if the installment payments are sized to enable the corporation to pay debt service on a loan from an out-of-state bond issuer which was used to pay financing costs of bonds issued by the out-of-state issuer as well as fund the costs of the improvements?

- If the answer is **YES**, the Assessment Roll attached hereto as **Exhibit A** and the Annual Installments attached hereto as **Exhibit B** will remain unchanged.
- If the answer is **NO**, the Assessment Roll attached hereto as **Exhibit A** and the Annual

Installments attached hereto as **Exhibit B** will be adjusted so that the Special Assessments equal the cost of the Authorized Improvements, currently estimated at \$13,023,962. In addition, the interest collected as part of the Annual Installments due 1/31/20 and 1/31/21 would be reallocated between principal and interest payments based on the reduced Special Assessment Amount.

LIST OF EXHIBITS

- Exhibit A** – Assessment Roll
- Exhibit B** – Annual Installments
- Exhibit C-1** – Parcel R590418 Annual Installment
- Exhibit C-2** – Parcel R590420 Annual Installment
- Exhibit C-3** – Parcel R590424 Annual Installment
- Exhibit C-4** – Parcel R590417 Annual Installment
- Exhibit C-5** – Parcel R590427 Annual Installment
- Exhibit C-6** – Parcel R590428 Annual Installment
- Exhibit C-7** – Parcel R590423 Annual Installment
- Exhibit C-8** – Parcel R571099 Annual Installment
- Exhibit C-9** – Parcel R571095 Annual Installment
- Exhibit C-10** – Parcel R021442 Annual Installment
- Exhibit C-11** – Parcel R577611 Annual Installment
- Exhibit C-12** – Parcel R584030 Annual Installment
- Exhibit C-13** – Parcel R584029 Annual Installment
- Exhibit D** – TIRZ Credit
- Exhibit E** – City and Corporation Interlocal Agreement Debt Service Schedule
- Exhibit F** – Final Plat for the Hutto Co-Op District
- Exhibit G** – Resubdivision of Lots 4, 5 & 6 of the Co-Op District and Final Plat of a 4.43 Acre Tract

EXHIBIT A – ASSESSMENT ROLL

Property ID	Lot #	Building #	Projected Building SqFt	Co-Op PID	
				Outstanding Special Assessment	Annual Installment due 1/31/21
R590418	6A	1	12,000	\$ 316,603.49	\$ 17,914.77
R590420	6A	2, 3, 4	21,000	\$ 554,056.10	\$ 30,139.74
R590424	4B	5	5,500	\$ 145,109.93	\$ 6,601.82
R590417	6A	6, 12	60,000	\$ 1,583,017.44	\$ 85,478.46
R590427	4A	7	33,000	\$ 870,659.59	\$ 50,074.32
R590428	5A	8	6,000	\$ 158,301.74	\$ 6,660.22
R590423	4A	9, 10, 11	212,000	\$ 5,593,328.28	\$ 322,817.58
R571099	7	13, 14	111,000	\$ 2,928,582.26	\$ 169,697.16
R571095	3	15	32,000	\$ 844,275.97	\$ 48,396.19
R021442 [a]	Church	16	124,000	\$ 758,441.46	\$ 44,705.66
R577611 [a]	Church	16		\$ 2,513,127.91	\$ 148,134.08
R584030	9	18	39,000	\$ 1,028,961.33	\$ 54,764.67
R584029	8	19	4,000	\$ 105,534.50	\$ 5,225.84
R571093	1	17 (City Hall)	-	\$ -	\$ -
R571094	2	Non Benefitted	-	\$ -	\$ -
R577612	Church	Non Benefitted	-	\$ -	\$ -
R590419	6A	Non Benefitted	-	\$ -	\$ -
R590425	4A	Non Benefitted	-	\$ -	\$ -
R590426	4B	Non Benefitted	-	\$ -	\$ -
Total			659,500	\$ 17,400,000	\$ 990,611

[a] Allocated Pro Rata based on acreage for billing purposes. The total Assessment on the Church Property is \$3,271,569.37

EXHIBIT B – DEBT SERVICE SCHEDULE

Installments Due 1/31			Annual Collection			Annual
	Principal [a]	Interest [a]	Costs [b]	TIRZ Credit [b]	Installment	
2021	\$ -	\$ 890,661	\$ 134,966	\$ (35,017)	\$ 990,611	
2022	\$ -	\$ 1,132,708	\$ 45,865	\$ (35,017)	\$ 1,143,556	
2023	\$ 195,000	\$ 1,132,708	\$ 46,783	\$ (35,017)	\$ 1,339,473	
2024	\$ 210,000	\$ 1,120,033	\$ 47,718	\$ (35,017)	\$ 1,342,734	
2025	\$ 220,000	\$ 1,106,383	\$ 48,673	\$ (35,017)	\$ 1,340,038	
2026	\$ 235,000	\$ 1,092,083	\$ 49,646	\$ (35,017)	\$ 1,341,712	
2027	\$ 250,000	\$ 1,076,808	\$ 50,639	\$ (35,017)	\$ 1,342,430	
2028	\$ 265,000	\$ 1,060,558	\$ 51,652	\$ (35,017)	\$ 1,342,192	
2029	\$ 280,000	\$ 1,043,333	\$ 52,685	\$ (35,017)	\$ 1,341,000	
2030	\$ 300,000	\$ 1,025,133	\$ 53,739	\$ (35,017)	\$ 1,343,854	
2031	\$ 320,000	\$ 1,005,633	\$ 54,813	\$ (35,017)	\$ 1,345,429	
2032	\$ 340,000	\$ 984,833	\$ 55,910	\$ (35,017)	\$ 1,345,725	
2033	\$ 360,000	\$ 962,733	\$ 57,028	\$ (35,017)	\$ 1,344,743	
2034	\$ 380,000	\$ 939,333	\$ 58,168	\$ (35,017)	\$ 1,342,484	
2035	\$ 405,000	\$ 914,633	\$ 59,332	\$ (35,017)	\$ 1,343,947	
2036	\$ 430,000	\$ 888,308	\$ 60,518	\$ (35,017)	\$ 1,343,809	
2037	\$ 460,000	\$ 860,358	\$ 61,729	\$ (35,017)	\$ 1,347,069	
2038	\$ 485,000	\$ 830,458	\$ 62,963	\$ (35,017)	\$ 1,343,404	
2039	\$ 515,000	\$ 798,933	\$ 64,223	\$ (35,017)	\$ 1,343,138	
2040	\$ 550,000	\$ 765,458	\$ 65,507	\$ (35,017)	\$ 1,345,948	
2041	\$ 585,000	\$ 729,708	\$ 66,817	\$ (35,017)	\$ 1,346,508	
2042	\$ 620,000	\$ 691,683	\$ 68,154	\$ (35,017)	\$ 1,344,819	
2043	\$ 660,000	\$ 651,383	\$ 69,517	\$ (35,017)	\$ 1,345,882	
2044	\$ 700,000	\$ 608,483	\$ 70,907	\$ (35,017)	\$ 1,344,373	
2045	\$ 745,000	\$ 562,983	\$ 72,325	\$ (35,017)	\$ 1,345,291	
2046	\$ 790,000	\$ 514,558	\$ 73,772	\$ (35,017)	\$ 1,343,312	
2047	\$ 840,000	\$ 463,208	\$ 75,247	\$ (35,017)	\$ 1,343,438	
2048	\$ 890,000	\$ 408,608	\$ 76,752	\$ (35,017)	\$ 1,340,343	
2049	\$ 950,000	\$ 350,758	\$ 78,287	\$ (35,017)	\$ 1,344,028	
2050	\$ 1,005,000	\$ 289,008	\$ 79,853	\$ (35,017)	\$ 1,338,843	
2051	\$ 1,075,000	\$ 223,683	\$ 81,450	\$ (35,017)	\$ 1,345,115	
2052	\$ 1,140,000	\$ 153,270	\$ 83,079	\$ (35,017)	\$ 1,341,332	
2053	\$ 1,200,000	\$ 78,600	\$ 84,740	\$ (35,017)	\$ 1,328,323	
Total	\$ 17,400,000	\$ 25,357,006	\$ 2,163,457	\$ (1,155,560)	\$ 43,764,903	

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

EXHIBIT C-1 – PARCEL R590418 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 16,206.12	\$ 2,455.79	\$ (747.14)	\$ 17,914.77	
2022	\$ -	\$ 20,610.30	\$ 834.55	\$ (747.14)	\$ 20,697.70	
2023	\$ 3,548.14	\$ 20,610.30	\$ 851.24	\$ (747.14)	\$ 24,262.54	
2024	\$ 3,821.08	\$ 20,379.67	\$ 868.26	\$ (747.14)	\$ 24,321.87	
2025	\$ 4,003.03	\$ 20,131.30	\$ 885.63	\$ (747.14)	\$ 24,272.82	
2026	\$ 4,275.97	\$ 19,871.10	\$ 903.34	\$ (747.14)	\$ 24,303.27	
2027	\$ 4,548.90	\$ 19,593.16	\$ 921.41	\$ (747.14)	\$ 24,316.33	
2028	\$ 4,821.83	\$ 19,297.48	\$ 939.84	\$ (747.14)	\$ 24,312.01	
2029	\$ 5,094.77	\$ 18,984.06	\$ 958.63	\$ (747.14)	\$ 24,290.33	
2030	\$ 5,458.68	\$ 18,652.90	\$ 977.81	\$ (747.14)	\$ 24,342.25	
2031	\$ 5,822.59	\$ 18,298.09	\$ 997.36	\$ (747.14)	\$ 24,370.91	
2032	\$ 6,186.50	\$ 17,919.62	\$ 1,017.31	\$ (747.14)	\$ 24,376.30	
2033	\$ 6,550.42	\$ 17,517.50	\$ 1,037.66	\$ (747.14)	\$ 24,358.43	
2034	\$ 6,914.33	\$ 17,091.72	\$ 1,058.41	\$ (747.14)	\$ 24,317.32	
2035	\$ 7,369.22	\$ 16,642.29	\$ 1,079.58	\$ (747.14)	\$ 24,343.95	
2036	\$ 7,824.11	\$ 16,163.29	\$ 1,101.17	\$ (747.14)	\$ 24,341.43	
2037	\$ 8,369.98	\$ 15,654.72	\$ 1,123.19	\$ (747.14)	\$ 24,400.75	
2038	\$ 8,824.87	\$ 15,110.67	\$ 1,145.66	\$ (747.14)	\$ 24,334.06	
2039	\$ 9,370.74	\$ 14,537.06	\$ 1,168.57	\$ (747.14)	\$ 24,329.22	
2040	\$ 10,007.58	\$ 13,927.96	\$ 1,191.94	\$ (747.14)	\$ 24,380.34	
2041	\$ 10,644.43	\$ 13,277.47	\$ 1,215.78	\$ (747.14)	\$ 24,390.54	
2042	\$ 11,281.27	\$ 12,585.58	\$ 1,240.10	\$ (747.14)	\$ 24,359.81	
2043	\$ 12,009.10	\$ 11,852.30	\$ 1,264.90	\$ (747.14)	\$ 24,379.15	
2044	\$ 12,736.92	\$ 11,071.71	\$ 1,290.20	\$ (747.14)	\$ 24,351.68	
2045	\$ 13,555.72	\$ 10,243.81	\$ 1,316.00	\$ (747.14)	\$ 24,368.39	
2046	\$ 14,374.53	\$ 9,362.68	\$ 1,342.32	\$ (747.14)	\$ 24,332.39	
2047	\$ 15,284.31	\$ 8,428.34	\$ 1,369.17	\$ (747.14)	\$ 24,334.67	
2048	\$ 16,194.09	\$ 7,434.86	\$ 1,396.55	\$ (747.14)	\$ 24,278.35	
2049	\$ 17,285.82	\$ 6,382.24	\$ 1,424.48	\$ (747.14)	\$ 24,345.41	
2050	\$ 18,286.58	\$ 5,258.67	\$ 1,452.97	\$ (747.14)	\$ 24,251.08	
2051	\$ 19,560.27	\$ 4,070.04	\$ 1,482.03	\$ (747.14)	\$ 24,365.20	
2052	\$ 20,742.99	\$ 2,788.84	\$ 1,511.67	\$ (747.14)	\$ 24,296.36	
2053	\$ 21,834.72	\$ 1,430.17	\$ 1,541.90	\$ (747.14)	\$ 24,059.66	
Total	\$ 316,603.49	\$ 461,386.01	\$ 39,365.40	\$ (24,655.63)	\$ 792,699.27	

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-2 – PARCEL R590420 ANNUAL INSTALLMENT

Installments		Annual Collection				
Due 1/31	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 28,360.71	\$ 4,297.63	\$ (2,518.60)	\$ 30,139.74	
2022	\$ -	\$ 36,068.02	\$ 1,460.46	\$ (2,518.60)	\$ 35,009.88	
2023	\$ 6,209.25	\$ 36,068.02	\$ 1,489.67	\$ (2,518.60)	\$ 41,248.34	
2024	\$ 6,686.88	\$ 35,664.42	\$ 1,519.46	\$ (2,518.60)	\$ 41,352.16	
2025	\$ 7,005.31	\$ 35,229.77	\$ 1,549.85	\$ (2,518.60)	\$ 41,266.33	
2026	\$ 7,482.94	\$ 34,774.42	\$ 1,580.85	\$ (2,518.60)	\$ 41,319.62	
2027	\$ 7,960.58	\$ 34,288.03	\$ 1,612.47	\$ (2,518.60)	\$ 41,342.48	
2028	\$ 8,438.21	\$ 33,770.60	\$ 1,644.72	\$ (2,518.60)	\$ 41,334.92	
2029	\$ 8,915.85	\$ 33,222.11	\$ 1,677.61	\$ (2,518.60)	\$ 41,296.97	
2030	\$ 9,552.69	\$ 32,642.58	\$ 1,711.16	\$ (2,518.60)	\$ 41,387.84	
2031	\$ 10,189.54	\$ 32,021.66	\$ 1,745.39	\$ (2,518.60)	\$ 41,437.98	
2032	\$ 10,826.38	\$ 31,359.34	\$ 1,780.29	\$ (2,518.60)	\$ 41,447.41	
2033	\$ 11,463.23	\$ 30,655.62	\$ 1,815.90	\$ (2,518.60)	\$ 41,416.15	
2034	\$ 12,100.08	\$ 29,910.51	\$ 1,852.22	\$ (2,518.60)	\$ 41,344.21	
2035	\$ 12,896.13	\$ 29,124.01	\$ 1,889.26	\$ (2,518.60)	\$ 41,390.80	
2036	\$ 13,692.19	\$ 28,285.76	\$ 1,927.05	\$ (2,518.60)	\$ 41,386.40	
2037	\$ 14,647.46	\$ 27,395.77	\$ 1,965.59	\$ (2,518.60)	\$ 41,490.21	
2038	\$ 15,443.52	\$ 26,443.68	\$ 2,004.90	\$ (2,518.60)	\$ 41,373.50	
2039	\$ 16,398.79	\$ 25,439.85	\$ 2,045.00	\$ (2,518.60)	\$ 41,365.04	
2040	\$ 17,513.27	\$ 24,373.93	\$ 2,085.90	\$ (2,518.60)	\$ 41,454.50	
2041	\$ 18,627.75	\$ 23,235.57	\$ 2,127.61	\$ (2,518.60)	\$ 41,472.33	
2042	\$ 19,742.23	\$ 22,024.76	\$ 2,170.17	\$ (2,518.60)	\$ 41,418.56	
2043	\$ 21,015.92	\$ 20,741.52	\$ 2,213.57	\$ (2,518.60)	\$ 41,452.41	
2044	\$ 22,289.61	\$ 19,375.49	\$ 2,257.84	\$ (2,518.60)	\$ 41,404.34	
2045	\$ 23,722.52	\$ 17,926.66	\$ 2,303.00	\$ (2,518.60)	\$ 41,433.58	
2046	\$ 25,155.42	\$ 16,384.70	\$ 2,349.06	\$ (2,518.60)	\$ 41,370.58	
2047	\$ 26,747.54	\$ 14,749.59	\$ 2,396.04	\$ (2,518.60)	\$ 41,374.57	
2048	\$ 28,339.65	\$ 13,011.00	\$ 2,443.96	\$ (2,518.60)	\$ 41,276.02	
2049	\$ 30,250.19	\$ 11,168.93	\$ 2,492.84	\$ (2,518.60)	\$ 41,393.36	
2050	\$ 32,001.52	\$ 9,202.66	\$ 2,542.70	\$ (2,518.60)	\$ 41,228.28	
2051	\$ 34,230.48	\$ 7,122.57	\$ 2,593.55	\$ (2,518.60)	\$ 41,428.00	
2052	\$ 36,300.23	\$ 4,880.47	\$ 2,645.42	\$ (2,518.60)	\$ 41,307.52	
2053	\$ 38,210.77	\$ 2,502.81	\$ 2,698.33	\$ (2,518.60)	\$ 40,893.30	
Total	\$ 554,056.10	\$ 807,425.53	\$ 68,889.45	\$ (83,113.77)	\$ 1,347,257.32	

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-3 – PARCEL R590424 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 7,427.81	\$ 1,125.57	\$ (1,951.56)	\$ 6,601.82	
2022	\$ -	\$ 9,446.39	\$ 382.50	\$ (1,951.56)	\$ 7,877.33	
2023	\$ 1,626.23	\$ 9,446.39	\$ 390.15	\$ (1,951.56)	\$ 9,511.21	
2024	\$ 1,751.33	\$ 9,340.68	\$ 397.95	\$ (1,951.56)	\$ 9,538.40	
2025	\$ 1,834.72	\$ 9,226.84	\$ 405.91	\$ (1,951.56)	\$ 9,515.92	
2026	\$ 1,959.82	\$ 9,107.59	\$ 414.03	\$ (1,951.56)	\$ 9,529.88	
2027	\$ 2,084.91	\$ 8,980.20	\$ 422.31	\$ (1,951.56)	\$ 9,535.87	
2028	\$ 2,210.01	\$ 8,844.68	\$ 430.76	\$ (1,951.56)	\$ 9,533.89	
2029	\$ 2,335.10	\$ 8,701.03	\$ 439.37	\$ (1,951.56)	\$ 9,523.95	
2030	\$ 2,501.90	\$ 8,549.25	\$ 448.16	\$ (1,951.56)	\$ 9,547.75	
2031	\$ 2,668.69	\$ 8,386.62	\$ 457.12	\$ (1,951.56)	\$ 9,560.88	
2032	\$ 2,835.48	\$ 8,213.16	\$ 466.27	\$ (1,951.56)	\$ 9,563.35	
2033	\$ 3,002.27	\$ 8,028.85	\$ 475.59	\$ (1,951.56)	\$ 9,555.16	
2034	\$ 3,169.07	\$ 7,833.71	\$ 485.10	\$ (1,951.56)	\$ 9,536.32	
2035	\$ 3,377.56	\$ 7,627.72	\$ 494.81	\$ (1,951.56)	\$ 9,548.52	
2036	\$ 3,586.05	\$ 7,408.17	\$ 504.70	\$ (1,951.56)	\$ 9,547.37	
2037	\$ 3,836.24	\$ 7,175.08	\$ 514.80	\$ (1,951.56)	\$ 9,574.56	
2038	\$ 4,044.73	\$ 6,925.73	\$ 525.09	\$ (1,951.56)	\$ 9,543.99	
2039	\$ 4,294.92	\$ 6,662.82	\$ 535.59	\$ (1,951.56)	\$ 9,541.78	
2040	\$ 4,586.81	\$ 6,383.65	\$ 546.31	\$ (1,951.56)	\$ 9,565.21	
2041	\$ 4,878.70	\$ 6,085.51	\$ 557.23	\$ (1,951.56)	\$ 9,569.88	
2042	\$ 5,170.58	\$ 5,768.39	\$ 568.38	\$ (1,951.56)	\$ 9,555.79	
2043	\$ 5,504.17	\$ 5,432.30	\$ 579.74	\$ (1,951.56)	\$ 9,564.66	
2044	\$ 5,837.76	\$ 5,074.53	\$ 591.34	\$ (1,951.56)	\$ 9,552.07	
2045	\$ 6,213.04	\$ 4,695.08	\$ 603.17	\$ (1,951.56)	\$ 9,559.73	
2046	\$ 6,588.32	\$ 4,291.23	\$ 615.23	\$ (1,951.56)	\$ 9,543.23	
2047	\$ 7,005.31	\$ 3,862.99	\$ 627.53	\$ (1,951.56)	\$ 9,544.27	
2048	\$ 7,422.29	\$ 3,407.64	\$ 640.08	\$ (1,951.56)	\$ 9,518.46	
2049	\$ 7,922.67	\$ 2,925.20	\$ 652.89	\$ (1,951.56)	\$ 9,549.19	
2050	\$ 8,381.35	\$ 2,410.22	\$ 665.94	\$ (1,951.56)	\$ 9,505.96	
2051	\$ 8,965.13	\$ 1,865.43	\$ 679.26	\$ (1,951.56)	\$ 9,558.26	
2052	\$ 9,507.20	\$ 1,278.22	\$ 692.85	\$ (1,951.56)	\$ 9,526.71	
2053	\$ 10,007.58	\$ 655.50	\$ 706.71	\$ (1,951.56)	\$ 9,418.23	
Total	\$ 145,109.93	\$ 211,468.59	\$ 18,042.48	\$ (64,401.41)	\$ 310,219.59	

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-4 – PARCEL R590417 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 81,030.60	\$ 12,278.95	\$ (7,831.09)	\$	85,478.46
2022	\$ -	\$ 103,051.48	\$ 4,172.74	\$ (7,831.09)	\$	99,393.13
2023	\$ 17,740.71	\$ 103,051.48	\$ 4,256.20	\$ (7,831.09)	\$	117,217.30
2024	\$ 19,105.38	\$ 101,898.33	\$ 4,341.32	\$ (7,831.09)	\$	117,513.94
2025	\$ 20,015.16	\$ 100,656.48	\$ 4,428.15	\$ (7,831.09)	\$	117,268.70
2026	\$ 21,379.83	\$ 99,355.50	\$ 4,516.71	\$ (7,831.09)	\$	117,420.95
2027	\$ 22,744.50	\$ 97,965.81	\$ 4,607.05	\$ (7,831.09)	\$	117,486.26
2028	\$ 24,109.17	\$ 96,487.41	\$ 4,699.19	\$ (7,831.09)	\$	117,464.68
2029	\$ 25,473.84	\$ 94,920.32	\$ 4,793.17	\$ (7,831.09)	\$	117,356.24
2030	\$ 27,293.40	\$ 93,264.52	\$ 4,889.03	\$ (7,831.09)	\$	117,615.86
2031	\$ 29,112.96	\$ 91,490.45	\$ 4,986.82	\$ (7,831.09)	\$	117,759.13
2032	\$ 30,932.52	\$ 89,598.10	\$ 5,086.55	\$ (7,831.09)	\$	117,786.09
2033	\$ 32,752.08	\$ 87,587.49	\$ 5,188.28	\$ (7,831.09)	\$	117,696.77
2034	\$ 34,571.65	\$ 85,458.61	\$ 5,292.05	\$ (7,831.09)	\$	117,491.21
2035	\$ 36,846.10	\$ 83,211.45	\$ 5,397.89	\$ (7,831.09)	\$	117,624.34
2036	\$ 39,120.55	\$ 80,816.45	\$ 5,505.85	\$ (7,831.09)	\$	117,611.75
2037	\$ 41,849.89	\$ 78,273.62	\$ 5,615.96	\$ (7,831.09)	\$	117,908.37
2038	\$ 44,124.34	\$ 75,553.37	\$ 5,728.28	\$ (7,831.09)	\$	117,574.90
2039	\$ 46,853.68	\$ 72,685.29	\$ 5,842.85	\$ (7,831.09)	\$	117,550.72
2040	\$ 50,037.91	\$ 69,639.80	\$ 5,959.71	\$ (7,831.09)	\$	117,806.32
2041	\$ 53,222.14	\$ 66,387.34	\$ 6,078.90	\$ (7,831.09)	\$	117,857.28
2042	\$ 56,406.37	\$ 62,927.90	\$ 6,200.48	\$ (7,831.09)	\$	117,703.65
2043	\$ 60,045.49	\$ 59,261.49	\$ 6,324.49	\$ (7,831.09)	\$	117,800.37
2044	\$ 63,684.61	\$ 55,358.53	\$ 6,450.98	\$ (7,831.09)	\$	117,663.02
2045	\$ 67,778.62	\$ 51,219.03	\$ 6,580.00	\$ (7,831.09)	\$	117,746.55
2046	\$ 71,872.63	\$ 46,813.42	\$ 6,711.60	\$ (7,831.09)	\$	117,566.55
2047	\$ 76,421.53	\$ 42,141.70	\$ 6,845.83	\$ (7,831.09)	\$	117,577.97
2048	\$ 80,970.43	\$ 37,174.30	\$ 6,982.75	\$ (7,831.09)	\$	117,296.38
2049	\$ 86,429.11	\$ 31,911.22	\$ 7,122.40	\$ (7,831.09)	\$	117,631.64
2050	\$ 91,432.90	\$ 26,293.33	\$ 7,264.85	\$ (7,831.09)	\$	117,159.99
2051	\$ 97,801.36	\$ 20,350.19	\$ 7,410.15	\$ (7,831.09)	\$	117,730.61
2052	\$ 103,714.94	\$ 13,944.20	\$ 7,558.35	\$ (7,831.09)	\$	117,386.39
2053	\$ 109,173.62	\$ 7,150.87	\$ 7,709.51	\$ (7,831.09)	\$	116,202.91
Total	\$ 1,583,017.44	\$ 2,306,930.07	\$ 196,827.01	\$ (258,426.07)	\$	3,828,348.46

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-5 – PARCEL R590427 ANNUAL INSTALLMENT

Installments		Annual Collection				
Due 1/31	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 44,566.83	\$ 6,753.42	\$ (1,245.94)	\$ 50,074.32	
2022	\$ -	\$ 56,678.31	\$ 2,295.01	\$ (1,245.94)	\$ 57,727.39	
2023	\$ 9,757.39	\$ 56,678.31	\$ 2,340.91	\$ (1,245.94)	\$ 67,530.68	
2024	\$ 10,507.96	\$ 56,044.08	\$ 2,387.73	\$ (1,245.94)	\$ 67,693.83	
2025	\$ 11,008.34	\$ 55,361.07	\$ 2,435.48	\$ (1,245.94)	\$ 67,558.95	
2026	\$ 11,758.91	\$ 54,645.52	\$ 2,484.19	\$ (1,245.94)	\$ 67,642.69	
2027	\$ 12,509.48	\$ 53,881.19	\$ 2,533.88	\$ (1,245.94)	\$ 67,678.61	
2028	\$ 13,260.05	\$ 53,068.08	\$ 2,584.55	\$ (1,245.94)	\$ 67,666.74	
2029	\$ 14,010.61	\$ 52,206.18	\$ 2,636.24	\$ (1,245.94)	\$ 67,607.10	
2030	\$ 15,011.37	\$ 51,295.49	\$ 2,688.97	\$ (1,245.94)	\$ 67,749.89	
2031	\$ 16,012.13	\$ 50,319.75	\$ 2,742.75	\$ (1,245.94)	\$ 67,828.69	
2032	\$ 17,012.89	\$ 49,278.96	\$ 2,797.60	\$ (1,245.94)	\$ 67,843.51	
2033	\$ 18,013.65	\$ 48,173.12	\$ 2,853.56	\$ (1,245.94)	\$ 67,794.39	
2034	\$ 19,014.40	\$ 47,002.23	\$ 2,910.63	\$ (1,245.94)	\$ 67,681.33	
2035	\$ 20,265.35	\$ 45,766.30	\$ 2,968.84	\$ (1,245.94)	\$ 67,754.55	
2036	\$ 21,516.30	\$ 44,449.05	\$ 3,028.22	\$ (1,245.94)	\$ 67,747.63	
2037	\$ 23,017.44	\$ 43,050.49	\$ 3,088.78	\$ (1,245.94)	\$ 67,910.77	
2038	\$ 24,268.39	\$ 41,554.36	\$ 3,150.56	\$ (1,245.94)	\$ 67,727.36	
2039	\$ 25,769.52	\$ 39,976.91	\$ 3,213.57	\$ (1,245.94)	\$ 67,714.06	
2040	\$ 27,520.85	\$ 38,301.89	\$ 3,277.84	\$ (1,245.94)	\$ 67,854.64	
2041	\$ 29,272.18	\$ 36,513.04	\$ 3,343.39	\$ (1,245.94)	\$ 67,882.67	
2042	\$ 31,023.50	\$ 34,610.34	\$ 3,410.26	\$ (1,245.94)	\$ 67,798.17	
2043	\$ 33,025.02	\$ 32,593.82	\$ 3,478.47	\$ (1,245.94)	\$ 67,851.37	
2044	\$ 35,026.54	\$ 30,447.19	\$ 3,548.04	\$ (1,245.94)	\$ 67,775.83	
2045	\$ 37,278.24	\$ 28,170.47	\$ 3,619.00	\$ (1,245.94)	\$ 67,821.77	
2046	\$ 39,529.95	\$ 25,747.38	\$ 3,691.38	\$ (1,245.94)	\$ 67,722.77	
2047	\$ 42,031.84	\$ 23,177.93	\$ 3,765.21	\$ (1,245.94)	\$ 67,729.05	
2048	\$ 44,533.74	\$ 20,445.86	\$ 3,840.51	\$ (1,245.94)	\$ 67,574.18	
2049	\$ 47,536.01	\$ 17,551.17	\$ 3,917.32	\$ (1,245.94)	\$ 67,758.57	
2050	\$ 50,288.10	\$ 14,461.33	\$ 3,995.67	\$ (1,245.94)	\$ 67,499.16	
2051	\$ 53,790.75	\$ 11,192.60	\$ 4,075.58	\$ (1,245.94)	\$ 67,813.00	
2052	\$ 57,043.21	\$ 7,669.31	\$ 4,157.09	\$ (1,245.94)	\$ 67,623.68	
2053	\$ 60,045.49	\$ 3,932.98	\$ 4,240.23	\$ (1,245.94)	\$ 66,972.77	
Total	\$ 870,659.59	\$ 1,268,811.54	\$ 108,254.86	\$ (41,115.89)	\$ 2,206,610.10	

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-6 – PARCEL R590428 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 8,103.06	\$ 1,227.89	\$ (2,670.73)	\$	6,660.22
2022	\$ -	\$ 10,305.15	\$ 417.27	\$ (2,670.73)	\$	8,051.69
2023	\$ 1,774.07	\$ 10,305.15	\$ 425.62	\$ (2,670.73)	\$	9,834.10
2024	\$ 1,910.54	\$ 10,189.83	\$ 434.13	\$ (2,670.73)	\$	9,863.77
2025	\$ 2,001.52	\$ 10,065.65	\$ 442.81	\$ (2,670.73)	\$	9,839.25
2026	\$ 2,137.98	\$ 9,935.55	\$ 451.67	\$ (2,670.73)	\$	9,854.47
2027	\$ 2,274.45	\$ 9,796.58	\$ 460.70	\$ (2,670.73)	\$	9,861.00
2028	\$ 2,410.92	\$ 9,648.74	\$ 469.92	\$ (2,670.73)	\$	9,858.84
2029	\$ 2,547.38	\$ 9,492.03	\$ 479.32	\$ (2,670.73)	\$	9,848.00
2030	\$ 2,729.34	\$ 9,326.45	\$ 488.90	\$ (2,670.73)	\$	9,873.96
2031	\$ 2,911.30	\$ 9,149.04	\$ 498.68	\$ (2,670.73)	\$	9,888.29
2032	\$ 3,093.25	\$ 8,959.81	\$ 508.66	\$ (2,670.73)	\$	9,890.98
2033	\$ 3,275.21	\$ 8,758.75	\$ 518.83	\$ (2,670.73)	\$	9,882.05
2034	\$ 3,457.16	\$ 8,545.86	\$ 529.20	\$ (2,670.73)	\$	9,861.50
2035	\$ 3,684.61	\$ 8,321.14	\$ 539.79	\$ (2,670.73)	\$	9,874.81
2036	\$ 3,912.05	\$ 8,081.65	\$ 550.58	\$ (2,670.73)	\$	9,873.55
2037	\$ 4,184.99	\$ 7,827.36	\$ 561.60	\$ (2,670.73)	\$	9,903.21
2038	\$ 4,412.43	\$ 7,555.34	\$ 572.83	\$ (2,670.73)	\$	9,869.87
2039	\$ 4,685.37	\$ 7,268.53	\$ 584.28	\$ (2,670.73)	\$	9,867.45
2040	\$ 5,003.79	\$ 6,963.98	\$ 595.97	\$ (2,670.73)	\$	9,893.01
2041	\$ 5,322.21	\$ 6,638.73	\$ 607.89	\$ (2,670.73)	\$	9,898.10
2042	\$ 5,640.64	\$ 6,292.79	\$ 620.05	\$ (2,670.73)	\$	9,882.74
2043	\$ 6,004.55	\$ 5,926.15	\$ 632.45	\$ (2,670.73)	\$	9,892.41
2044	\$ 6,368.46	\$ 5,535.85	\$ 645.10	\$ (2,670.73)	\$	9,878.68
2045	\$ 6,777.86	\$ 5,121.90	\$ 658.00	\$ (2,670.73)	\$	9,887.03
2046	\$ 7,187.26	\$ 4,681.34	\$ 671.16	\$ (2,670.73)	\$	9,869.03
2047	\$ 7,642.15	\$ 4,214.17	\$ 684.58	\$ (2,670.73)	\$	9,870.17
2048	\$ 8,097.04	\$ 3,717.43	\$ 698.27	\$ (2,670.73)	\$	9,842.01
2049	\$ 8,642.91	\$ 3,191.12	\$ 712.24	\$ (2,670.73)	\$	9,875.54
2050	\$ 9,143.29	\$ 2,629.33	\$ 726.48	\$ (2,670.73)	\$	9,828.37
2051	\$ 9,780.14	\$ 2,035.02	\$ 741.01	\$ (2,670.73)	\$	9,885.44
2052	\$ 10,371.49	\$ 1,394.42	\$ 755.83	\$ (2,670.73)	\$	9,851.01
2053	\$ 10,917.36	\$ 715.09	\$ 770.95	\$ (2,670.73)	\$	9,732.67
Total	\$ 158,301.74	\$ 230,693.01	\$ 19,682.70	\$ (88,134.22)	\$	320,543.23

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-7 – PARCEL R590423 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2021	\$ -	\$ 286,308.13	\$ 43,385.61	\$ (6,876.16)	\$	322,817.58
2022	\$ -	\$ 364,115.22	\$ 14,743.70	\$ (6,876.16)	\$	371,982.75
2023	\$ 62,683.85	\$ 364,115.22	\$ 15,038.57	\$ (6,876.16)	\$	434,961.48
2024	\$ 67,505.69	\$ 360,040.77	\$ 15,339.34	\$ (6,876.16)	\$	436,009.64
2025	\$ 70,720.24	\$ 355,652.90	\$ 15,646.13	\$ (6,876.16)	\$	435,143.11
2026	\$ 75,542.08	\$ 351,056.09	\$ 15,959.05	\$ (6,876.16)	\$	435,681.05
2027	\$ 80,363.91	\$ 346,145.85	\$ 16,278.23	\$ (6,876.16)	\$	435,911.83
2028	\$ 85,185.75	\$ 340,922.20	\$ 16,603.80	\$ (6,876.16)	\$	435,835.58
2029	\$ 90,007.58	\$ 335,385.13	\$ 16,935.87	\$ (6,876.16)	\$	435,452.41
2030	\$ 96,436.69	\$ 329,534.63	\$ 17,274.59	\$ (6,876.16)	\$	436,369.75
2031	\$ 102,865.81	\$ 323,266.25	\$ 17,620.08	\$ (6,876.16)	\$	436,875.97
2032	\$ 109,294.92	\$ 316,579.97	\$ 17,972.48	\$ (6,876.16)	\$	436,971.21
2033	\$ 115,724.03	\$ 309,475.80	\$ 18,331.93	\$ (6,876.16)	\$	436,655.60
2034	\$ 122,153.15	\$ 301,953.74	\$ 18,698.57	\$ (6,876.16)	\$	435,929.29
2035	\$ 130,189.54	\$ 294,013.78	\$ 19,072.54	\$ (6,876.16)	\$	436,399.70
2036	\$ 138,225.93	\$ 285,551.46	\$ 19,453.99	\$ (6,876.16)	\$	436,355.22
2037	\$ 147,869.60	\$ 276,566.78	\$ 19,843.07	\$ (6,876.16)	\$	437,403.28
2038	\$ 155,905.99	\$ 266,955.25	\$ 20,239.93	\$ (6,876.16)	\$	436,225.01
2039	\$ 165,549.66	\$ 256,821.36	\$ 20,644.73	\$ (6,876.16)	\$	436,139.59
2040	\$ 176,800.61	\$ 246,060.64	\$ 21,057.63	\$ (6,876.16)	\$	437,042.71
2041	\$ 188,051.55	\$ 234,568.60	\$ 21,478.78	\$ (6,876.16)	\$	437,222.77
2042	\$ 199,302.50	\$ 222,345.25	\$ 21,908.36	\$ (6,876.16)	\$	436,679.94
2043	\$ 212,160.73	\$ 209,390.58	\$ 22,346.52	\$ (6,876.16)	\$	437,021.67
2044	\$ 225,018.95	\$ 195,600.14	\$ 22,793.45	\$ (6,876.16)	\$	436,536.38
2045	\$ 239,484.46	\$ 180,973.90	\$ 23,249.32	\$ (6,876.16)	\$	436,831.52
2046	\$ 253,949.96	\$ 165,407.41	\$ 23,714.31	\$ (6,876.16)	\$	436,195.52
2047	\$ 270,022.74	\$ 148,900.67	\$ 24,188.59	\$ (6,876.16)	\$	436,235.84
2048	\$ 286,095.53	\$ 131,349.19	\$ 24,672.37	\$ (6,876.16)	\$	435,240.92
2049	\$ 305,382.87	\$ 112,752.98	\$ 25,165.81	\$ (6,876.16)	\$	436,425.50
2050	\$ 323,062.93	\$ 92,903.09	\$ 25,669.13	\$ (6,876.16)	\$	434,758.99
2051	\$ 345,564.82	\$ 71,904.00	\$ 26,182.51	\$ (6,876.16)	\$	436,775.17
2052	\$ 366,459.44	\$ 49,269.51	\$ 26,706.16	\$ (6,876.16)	\$	435,558.95
2053	\$ 385,746.78	\$ 25,266.41	\$ 27,240.29	\$ (6,876.16)	\$	431,377.31
Total	\$ 5,593,328.28	\$ 8,151,152.93	\$ 695,455.45	\$ (226,913.41)	\$	14,213,023.24

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-8 – PARCEL R571099 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 149,906.62	\$ 22,716.05	\$ (2,925.51)	\$	169,697.16
2022	\$ -	\$ 190,645.24	\$ 7,719.58	\$ (2,925.51)	\$	195,439.30
2023	\$ 32,820.32	\$ 190,645.24	\$ 7,873.97	\$ (2,925.51)	\$	228,414.01
2024	\$ 35,344.96	\$ 188,511.91	\$ 8,031.45	\$ (2,925.51)	\$	228,962.81
2025	\$ 37,028.05	\$ 186,214.49	\$ 8,192.08	\$ (2,925.51)	\$	228,509.11
2026	\$ 39,552.69	\$ 183,807.67	\$ 8,355.92	\$ (2,925.51)	\$	228,790.77
2027	\$ 42,077.33	\$ 181,236.74	\$ 8,523.04	\$ (2,925.51)	\$	228,911.60
2028	\$ 44,601.97	\$ 178,501.72	\$ 8,693.50	\$ (2,925.51)	\$	228,871.67
2029	\$ 47,126.61	\$ 175,602.59	\$ 8,867.37	\$ (2,925.51)	\$	228,671.06
2030	\$ 50,492.80	\$ 172,539.36	\$ 9,044.71	\$ (2,925.51)	\$	229,151.36
2031	\$ 53,858.98	\$ 169,257.33	\$ 9,225.61	\$ (2,925.51)	\$	229,416.41
2032	\$ 57,225.17	\$ 165,756.49	\$ 9,410.12	\$ (2,925.51)	\$	229,466.27
2033	\$ 60,591.36	\$ 162,036.86	\$ 9,598.32	\$ (2,925.51)	\$	229,301.03
2034	\$ 63,957.54	\$ 158,098.42	\$ 9,790.29	\$ (2,925.51)	\$	228,920.74
2035	\$ 68,165.28	\$ 153,941.18	\$ 9,986.09	\$ (2,925.51)	\$	229,167.04
2036	\$ 72,373.01	\$ 149,510.44	\$ 10,185.82	\$ (2,925.51)	\$	229,143.75
2037	\$ 77,422.29	\$ 144,806.19	\$ 10,389.53	\$ (2,925.51)	\$	229,692.50
2038	\$ 81,630.02	\$ 139,773.74	\$ 10,597.32	\$ (2,925.51)	\$	229,075.58
2039	\$ 86,679.30	\$ 134,467.79	\$ 10,809.27	\$ (2,925.51)	\$	229,030.85
2040	\$ 92,570.13	\$ 128,833.64	\$ 11,025.46	\$ (2,925.51)	\$	229,503.71
2041	\$ 98,460.96	\$ 122,816.58	\$ 11,245.96	\$ (2,925.51)	\$	229,597.99
2042	\$ 104,351.78	\$ 116,416.61	\$ 11,470.88	\$ (2,925.51)	\$	229,313.77
2043	\$ 111,084.15	\$ 109,633.75	\$ 11,700.30	\$ (2,925.51)	\$	229,492.69
2044	\$ 117,816.53	\$ 102,413.28	\$ 11,934.31	\$ (2,925.51)	\$	229,238.60
2045	\$ 125,390.45	\$ 94,755.20	\$ 12,172.99	\$ (2,925.51)	\$	229,393.14
2046	\$ 132,964.37	\$ 86,604.83	\$ 12,416.45	\$ (2,925.51)	\$	229,060.14
2047	\$ 141,379.83	\$ 77,962.14	\$ 12,664.78	\$ (2,925.51)	\$	229,081.25
2048	\$ 149,795.30	\$ 68,772.45	\$ 12,918.08	\$ (2,925.51)	\$	228,560.32
2049	\$ 159,893.86	\$ 59,035.76	\$ 13,176.44	\$ (2,925.51)	\$	229,180.55
2050	\$ 169,150.87	\$ 48,642.66	\$ 13,439.97	\$ (2,925.51)	\$	228,307.99
2051	\$ 180,932.52	\$ 37,647.85	\$ 13,708.77	\$ (2,925.51)	\$	229,363.63
2052	\$ 191,872.63	\$ 25,796.77	\$ 13,982.94	\$ (2,925.51)	\$	228,726.83
2053	\$ 201,971.19	\$ 13,229.11	\$ 14,262.60	\$ (2,925.51)	\$	226,537.40
Total	\$ 2,928,582.26	\$ 4,267,820.64	\$ 364,129.97	\$ (96,541.85)	\$	7,463,991.02

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-9 – PARCEL R571095 ANNUAL INSTALLMENT

Installments		Annual Collection				
Due 1/31	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 43,216.32	\$ 6,548.77	\$ (1,368.90)	\$ 48,396.19	
2022	\$ -	\$ 54,960.79	\$ 2,225.46	\$ (1,368.90)	\$ 55,817.35	
2023	\$ 9,461.71	\$ 54,960.79	\$ 2,269.97	\$ (1,368.90)	\$ 65,323.57	
2024	\$ 10,189.54	\$ 54,345.78	\$ 2,315.37	\$ (1,368.90)	\$ 65,481.78	
2025	\$ 10,674.75	\$ 53,683.46	\$ 2,361.68	\$ (1,368.90)	\$ 65,350.99	
2026	\$ 11,402.58	\$ 52,989.60	\$ 2,408.91	\$ (1,368.90)	\$ 65,432.18	
2027	\$ 12,130.40	\$ 52,248.43	\$ 2,457.09	\$ (1,368.90)	\$ 65,467.02	
2028	\$ 12,858.23	\$ 51,459.95	\$ 2,506.23	\$ (1,368.90)	\$ 65,455.51	
2029	\$ 13,586.05	\$ 50,624.17	\$ 2,556.36	\$ (1,368.90)	\$ 65,397.67	
2030	\$ 14,556.48	\$ 49,741.08	\$ 2,607.49	\$ (1,368.90)	\$ 65,536.14	
2031	\$ 15,526.91	\$ 48,794.91	\$ 2,659.63	\$ (1,368.90)	\$ 65,612.55	
2032	\$ 16,497.35	\$ 47,785.66	\$ 2,712.83	\$ (1,368.90)	\$ 65,626.93	
2033	\$ 17,467.78	\$ 46,713.33	\$ 2,767.08	\$ (1,368.90)	\$ 65,579.29	
2034	\$ 18,438.21	\$ 45,577.92	\$ 2,822.43	\$ (1,368.90)	\$ 65,469.65	
2035	\$ 19,651.25	\$ 44,379.44	\$ 2,878.87	\$ (1,368.90)	\$ 65,540.66	
2036	\$ 20,864.29	\$ 43,102.11	\$ 2,936.45	\$ (1,368.90)	\$ 65,533.95	
2037	\$ 22,319.94	\$ 41,745.93	\$ 2,995.18	\$ (1,368.90)	\$ 65,692.14	
2038	\$ 23,532.98	\$ 40,295.13	\$ 3,055.08	\$ (1,368.90)	\$ 65,514.29	
2039	\$ 24,988.63	\$ 38,765.49	\$ 3,116.19	\$ (1,368.90)	\$ 65,501.40	
2040	\$ 26,686.88	\$ 37,141.23	\$ 3,178.51	\$ (1,368.90)	\$ 65,637.72	
2041	\$ 28,385.14	\$ 35,406.58	\$ 3,242.08	\$ (1,368.90)	\$ 65,664.90	
2042	\$ 30,083.40	\$ 33,561.55	\$ 3,306.92	\$ (1,368.90)	\$ 65,582.96	
2043	\$ 32,024.26	\$ 31,606.13	\$ 3,373.06	\$ (1,368.90)	\$ 65,634.54	
2044	\$ 33,965.13	\$ 29,524.55	\$ 3,440.52	\$ (1,368.90)	\$ 65,561.29	
2045	\$ 36,148.60	\$ 27,316.82	\$ 3,509.33	\$ (1,368.90)	\$ 65,605.84	
2046	\$ 38,332.07	\$ 24,967.16	\$ 3,579.52	\$ (1,368.90)	\$ 65,509.84	
2047	\$ 40,758.15	\$ 22,475.57	\$ 3,651.11	\$ (1,368.90)	\$ 65,515.93	
2048	\$ 43,184.23	\$ 19,826.29	\$ 3,724.13	\$ (1,368.90)	\$ 65,365.75	
2049	\$ 46,095.53	\$ 17,019.32	\$ 3,798.61	\$ (1,368.90)	\$ 65,544.55	
2050	\$ 48,764.22	\$ 14,023.11	\$ 3,874.59	\$ (1,368.90)	\$ 65,293.01	
2051	\$ 52,160.73	\$ 10,853.43	\$ 3,952.08	\$ (1,368.90)	\$ 65,597.34	
2052	\$ 55,314.63	\$ 7,436.91	\$ 4,031.12	\$ (1,368.90)	\$ 65,413.75	
2053	\$ 58,225.93	\$ 3,813.80	\$ 4,111.74	\$ (1,368.90)	\$ 64,782.56	
Total	\$ 844,275.97	\$ 1,230,362.71	\$ 104,974.41	\$ (45,173.84)	\$ 2,134,439.24	

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-10 – PARCEL R021442 ANNUAL INSTALLMENT

Installments		Annual Collection					
Due 1/31	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment		
2021	\$ -	\$ 38,822.67	\$ 5,882.98	\$ -	\$ 44,705.66		
2022	\$ -	\$ 49,373.12	\$ 1,999.21	\$ -	\$ 51,372.33		
2023	\$ 8,499.77	\$ 49,373.12	\$ 2,039.19	\$ -	\$ 59,912.09		
2024	\$ 9,153.60	\$ 48,820.64	\$ 2,079.98	\$ -	\$ 60,054.22		
2025	\$ 9,589.49	\$ 48,225.65	\$ 2,121.58	\$ -	\$ 59,936.72		
2026	\$ 10,243.32	\$ 47,602.34	\$ 2,164.01	\$ -	\$ 60,009.66		
2027	\$ 10,897.15	\$ 46,936.52	\$ 2,207.29	\$ -	\$ 60,040.96		
2028	\$ 11,550.98	\$ 46,228.21	\$ 2,251.43	\$ -	\$ 60,030.62		
2029	\$ 12,204.81	\$ 45,477.39	\$ 2,296.46	\$ -	\$ 59,978.66		
2030	\$ 13,076.58	\$ 44,684.08	\$ 2,342.39	\$ -	\$ 60,103.05		
2031	\$ 13,948.35	\$ 43,834.10	\$ 2,389.24	\$ -	\$ 60,171.69		
2032	\$ 14,820.12	\$ 42,927.46	\$ 2,437.02	\$ -	\$ 60,184.60		
2033	\$ 15,691.89	\$ 41,964.15	\$ 2,485.76	\$ -	\$ 60,141.81		
2034	\$ 16,563.66	\$ 40,944.18	\$ 2,535.48	\$ -	\$ 60,043.32		
2035	\$ 17,653.38	\$ 39,867.54	\$ 2,586.19	\$ -	\$ 60,107.11		
2036	\$ 18,743.09	\$ 38,720.07	\$ 2,637.91	\$ -	\$ 60,101.08		
2037	\$ 20,050.75	\$ 37,501.77	\$ 2,690.67	\$ -	\$ 60,243.19		
2038	\$ 21,140.47	\$ 36,198.47	\$ 2,744.48	\$ -	\$ 60,083.42		
2039	\$ 22,448.12	\$ 34,824.34	\$ 2,799.37	\$ -	\$ 60,071.84		
2040	\$ 23,973.72	\$ 33,365.21	\$ 2,855.36	\$ -	\$ 60,194.30		
2041	\$ 25,499.32	\$ 31,806.92	\$ 2,912.47	\$ -	\$ 60,218.72		
2042	\$ 27,024.93	\$ 30,149.46	\$ 2,970.72	\$ -	\$ 60,145.11		
2043	\$ 28,768.47	\$ 28,392.84	\$ 3,030.13	\$ -	\$ 60,191.45		
2044	\$ 30,512.01	\$ 26,522.89	\$ 3,090.74	\$ -	\$ 60,125.64		
2045	\$ 32,473.50	\$ 24,539.61	\$ 3,152.55	\$ -	\$ 60,165.66		
2046	\$ 34,434.99	\$ 22,428.84	\$ 3,215.60	\$ -	\$ 60,079.42		
2047	\$ 36,614.42	\$ 20,190.56	\$ 3,279.91	\$ -	\$ 60,084.89		
2048	\$ 38,793.84	\$ 17,810.62	\$ 3,345.51	\$ -	\$ 59,949.98		
2049	\$ 41,409.16	\$ 15,289.02	\$ 3,412.42	\$ -	\$ 60,110.61		
2050	\$ 43,806.53	\$ 12,597.43	\$ 3,480.67	\$ -	\$ 59,884.63		
2051	\$ 46,857.73	\$ 9,750.00	\$ 3,550.28	\$ -	\$ 60,158.02		
2052	\$ 49,690.99	\$ 6,680.82	\$ 3,621.29	\$ -	\$ 59,993.10		
2053	\$ 52,306.31	\$ 3,426.06	\$ 3,693.72	\$ -	\$ 59,426.09		
Total	\$ 758,441.46	\$ 1,105,276.15	\$ 94,302.04	\$ -	\$ 1,958,019.65		

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-11 – PARCEL R577611 ANNUAL INSTALLMENT

Installments		Annual Collection					
Due 1/31	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment		
2021	\$ -	\$ 128,640.57	\$ 19,493.51	\$ -	\$	\$	148,134.08
2022	\$ -	\$ 163,599.93	\$ 6,624.46	\$ -	\$	\$	170,224.40
2023	\$ 28,164.36	\$ 163,599.93	\$ 6,756.95	\$ -	\$	\$	198,521.25
2024	\$ 30,330.85	\$ 161,769.25	\$ 6,892.09	\$ -	\$	\$	198,992.19
2025	\$ 31,775.18	\$ 159,797.74	\$ 7,029.93	\$ -	\$	\$	198,602.86
2026	\$ 33,941.67	\$ 157,732.36	\$ 7,170.53	\$ -	\$	\$	198,844.56
2027	\$ 36,108.16	\$ 155,526.15	\$ 7,313.94	\$ -	\$	\$	198,948.25
2028	\$ 38,274.65	\$ 153,179.12	\$ 7,460.22	\$ -	\$	\$	198,913.99
2029	\$ 40,441.14	\$ 150,691.27	\$ 7,609.42	\$ -	\$	\$	198,741.83
2030	\$ 43,329.79	\$ 148,062.59	\$ 7,761.61	\$ -	\$	\$	199,154.00
2031	\$ 46,218.44	\$ 145,246.16	\$ 7,916.85	\$ -	\$	\$	199,381.45
2032	\$ 49,107.10	\$ 142,241.96	\$ 8,075.18	\$ -	\$	\$	199,424.24
2033	\$ 51,995.75	\$ 139,050.00	\$ 8,236.69	\$ -	\$	\$	199,282.43
2034	\$ 54,884.40	\$ 135,670.27	\$ 8,401.42	\$ -	\$	\$	198,956.09
2035	\$ 58,495.22	\$ 132,102.79	\$ 8,569.45	\$ -	\$	\$	199,167.45
2036	\$ 62,106.03	\$ 128,300.60	\$ 8,740.84	\$ -	\$	\$	199,147.47
2037	\$ 66,439.01	\$ 124,263.70	\$ 8,915.65	\$ -	\$	\$	199,618.37
2038	\$ 70,049.83	\$ 119,945.17	\$ 9,093.97	\$ -	\$	\$	199,088.96
2039	\$ 74,382.81	\$ 115,391.93	\$ 9,275.85	\$ -	\$	\$	199,050.58
2040	\$ 79,437.95	\$ 110,557.05	\$ 9,461.36	\$ -	\$	\$	199,456.36
2041	\$ 84,493.09	\$ 105,393.58	\$ 9,650.59	\$ -	\$	\$	199,537.26
2042	\$ 89,548.24	\$ 99,901.53	\$ 9,843.60	\$ -	\$	\$	199,293.37
2043	\$ 95,325.54	\$ 94,080.89	\$ 10,040.47	\$ -	\$	\$	199,446.91
2044	\$ 101,102.85	\$ 87,884.73	\$ 10,241.28	\$ -	\$	\$	199,228.86
2045	\$ 107,602.32	\$ 81,313.05	\$ 10,446.11	\$ -	\$	\$	199,361.47
2046	\$ 114,101.78	\$ 74,318.90	\$ 10,655.03	\$ -	\$	\$	199,075.71
2047	\$ 121,323.42	\$ 66,902.28	\$ 10,868.13	\$ -	\$	\$	199,093.83
2048	\$ 128,545.05	\$ 59,016.26	\$ 11,085.49	\$ -	\$	\$	198,646.80
2049	\$ 137,211.01	\$ 50,660.83	\$ 11,307.20	\$ -	\$	\$	199,179.04
2050	\$ 145,154.80	\$ 41,742.12	\$ 11,533.35	\$ -	\$	\$	198,430.27
2051	\$ 155,265.09	\$ 32,307.05	\$ 11,764.02	\$ -	\$	\$	199,336.16
2052	\$ 164,653.21	\$ 22,137.19	\$ 11,999.30	\$ -	\$	\$	198,789.69
2053	\$ 173,319.17	\$ 11,352.41	\$ 12,239.28	\$ -	\$	\$	196,910.85
Total	\$ 2,513,127.91	\$ 3,662,379.34	\$ 312,473.79	\$ -	\$	\$	6,487,981.04

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-12 – PARCEL R584030 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					Annual Installment
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]		
2021	\$ -	\$ 52,669.89	\$ 7,981.32	\$ (5,886.54)	\$	54,764.67
2022	\$ -	\$ 66,983.46	\$ 2,712.28	\$ (5,886.54)	\$	63,809.21
2023	\$ 11,531.46	\$ 66,983.46	\$ 2,766.53	\$ (5,886.54)	\$	75,394.92
2024	\$ 12,418.50	\$ 66,233.92	\$ 2,821.86	\$ (5,886.54)	\$	75,587.74
2025	\$ 13,009.86	\$ 65,426.71	\$ 2,878.30	\$ (5,886.54)	\$	75,428.33
2026	\$ 13,896.89	\$ 64,581.07	\$ 2,935.86	\$ (5,886.54)	\$	75,527.29
2027	\$ 14,783.93	\$ 63,677.77	\$ 2,994.58	\$ (5,886.54)	\$	75,569.74
2028	\$ 15,670.96	\$ 62,716.82	\$ 3,054.47	\$ (5,886.54)	\$	75,555.72
2029	\$ 16,558.00	\$ 61,698.21	\$ 3,115.56	\$ (5,886.54)	\$	75,485.23
2030	\$ 17,740.71	\$ 60,621.94	\$ 3,177.87	\$ (5,886.54)	\$	75,653.98
2031	\$ 18,923.43	\$ 59,468.79	\$ 3,241.43	\$ (5,886.54)	\$	75,747.11
2032	\$ 20,106.14	\$ 58,238.77	\$ 3,306.26	\$ (5,886.54)	\$	75,764.63
2033	\$ 21,288.86	\$ 56,931.87	\$ 3,372.38	\$ (5,886.54)	\$	75,706.57
2034	\$ 22,471.57	\$ 55,548.09	\$ 3,439.83	\$ (5,886.54)	\$	75,572.96
2035	\$ 23,949.96	\$ 54,087.44	\$ 3,508.63	\$ (5,886.54)	\$	75,659.49
2036	\$ 25,428.35	\$ 52,530.69	\$ 3,578.80	\$ (5,886.54)	\$	75,651.31
2037	\$ 27,202.43	\$ 50,877.85	\$ 3,650.38	\$ (5,886.54)	\$	75,844.12
2038	\$ 28,680.82	\$ 49,109.69	\$ 3,723.38	\$ (5,886.54)	\$	75,627.36
2039	\$ 30,454.89	\$ 47,245.44	\$ 3,797.85	\$ (5,886.54)	\$	75,611.64
2040	\$ 32,524.64	\$ 45,265.87	\$ 3,873.81	\$ (5,886.54)	\$	75,777.78
2041	\$ 34,594.39	\$ 43,151.77	\$ 3,951.28	\$ (5,886.54)	\$	75,810.91
2042	\$ 36,664.14	\$ 40,903.13	\$ 4,030.31	\$ (5,886.54)	\$	75,711.05
2043	\$ 39,029.57	\$ 38,519.97	\$ 4,110.92	\$ (5,886.54)	\$	75,773.91
2044	\$ 41,395.00	\$ 35,983.04	\$ 4,193.14	\$ (5,886.54)	\$	75,684.64
2045	\$ 44,056.10	\$ 33,292.37	\$ 4,277.00	\$ (5,886.54)	\$	75,738.93
2046	\$ 46,717.21	\$ 30,428.72	\$ 4,362.54	\$ (5,886.54)	\$	75,621.93
2047	\$ 49,674.00	\$ 27,392.10	\$ 4,449.79	\$ (5,886.54)	\$	75,629.35
2048	\$ 52,630.78	\$ 24,163.29	\$ 4,538.78	\$ (5,886.54)	\$	75,446.32
2049	\$ 56,178.92	\$ 20,742.29	\$ 4,629.56	\$ (5,886.54)	\$	75,664.24
2050	\$ 59,431.39	\$ 17,090.66	\$ 4,722.15	\$ (5,886.54)	\$	75,357.66
2051	\$ 63,570.89	\$ 13,227.62	\$ 4,816.59	\$ (5,886.54)	\$	75,728.57
2052	\$ 67,414.71	\$ 9,063.73	\$ 4,912.93	\$ (5,886.54)	\$	75,504.83
2053	\$ 70,962.85	\$ 4,648.07	\$ 5,011.18	\$ (5,886.54)	\$	74,735.56
Total	\$ 1,028,961.33	\$ 1,499,504.55	\$ 127,937.56	\$ (194,255.74)	\$	2,462,147.70

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT C-13 – PARCEL R584029 ANNUAL INSTALLMENT

Installments Due 1/31	Annual Collection					
	Principal	Interest [a]	Costs [b]	TIRZ Credit [b]	Annual Installment	
2021	\$ -	\$ 5,402.04	\$ 818.60	\$ (994.80)	\$	5,225.84
2022	\$ -	\$ 6,870.10	\$ 278.18	\$ (994.80)	\$	6,153.49
2023	\$ 1,182.71	\$ 6,870.10	\$ 283.75	\$ (994.80)	\$	7,341.76
2024	\$ 1,273.69	\$ 6,793.22	\$ 289.42	\$ (994.80)	\$	7,361.54
2025	\$ 1,334.34	\$ 6,710.43	\$ 295.21	\$ (994.80)	\$	7,345.19
2026	\$ 1,425.32	\$ 6,623.70	\$ 301.11	\$ (994.80)	\$	7,355.34
2027	\$ 1,516.30	\$ 6,531.05	\$ 307.14	\$ (994.80)	\$	7,359.69
2028	\$ 1,607.28	\$ 6,432.49	\$ 313.28	\$ (994.80)	\$	7,358.26
2029	\$ 1,698.26	\$ 6,328.02	\$ 319.54	\$ (994.80)	\$	7,351.03
2030	\$ 1,819.56	\$ 6,217.63	\$ 325.94	\$ (994.80)	\$	7,368.33
2031	\$ 1,940.86	\$ 6,099.36	\$ 332.45	\$ (994.80)	\$	7,377.89
2032	\$ 2,062.17	\$ 5,973.21	\$ 339.10	\$ (994.80)	\$	7,379.68
2033	\$ 2,183.47	\$ 5,839.17	\$ 345.89	\$ (994.80)	\$	7,373.73
2034	\$ 2,304.78	\$ 5,697.24	\$ 352.80	\$ (994.80)	\$	7,360.02
2035	\$ 2,456.41	\$ 5,547.43	\$ 359.86	\$ (994.80)	\$	7,368.90
2036	\$ 2,608.04	\$ 5,387.76	\$ 367.06	\$ (994.80)	\$	7,368.06
2037	\$ 2,789.99	\$ 5,218.24	\$ 374.40	\$ (994.80)	\$	7,387.84
2038	\$ 2,941.62	\$ 5,036.89	\$ 381.89	\$ (994.80)	\$	7,365.60
2039	\$ 3,123.58	\$ 4,845.69	\$ 389.52	\$ (994.80)	\$	7,363.99
2040	\$ 3,335.86	\$ 4,642.65	\$ 397.31	\$ (994.80)	\$	7,381.03
2041	\$ 3,548.14	\$ 4,425.82	\$ 405.26	\$ (994.80)	\$	7,384.43
2042	\$ 3,760.42	\$ 4,195.19	\$ 413.37	\$ (994.80)	\$	7,374.19
2043	\$ 4,003.03	\$ 3,950.77	\$ 421.63	\$ (994.80)	\$	7,380.64
2044	\$ 4,245.64	\$ 3,690.57	\$ 430.07	\$ (994.80)	\$	7,371.48
2045	\$ 4,518.57	\$ 3,414.60	\$ 438.67	\$ (994.80)	\$	7,377.05
2046	\$ 4,791.51	\$ 3,120.89	\$ 447.44	\$ (994.80)	\$	7,365.05
2047	\$ 5,094.77	\$ 2,809.45	\$ 456.39	\$ (994.80)	\$	7,365.81
2048	\$ 5,398.03	\$ 2,478.29	\$ 465.52	\$ (994.80)	\$	7,347.04
2049	\$ 5,761.94	\$ 2,127.41	\$ 474.83	\$ (994.80)	\$	7,369.39
2050	\$ 6,095.53	\$ 1,752.89	\$ 484.32	\$ (994.80)	\$	7,337.94
2051	\$ 6,520.09	\$ 1,356.68	\$ 494.01	\$ (994.80)	\$	7,375.98
2052	\$ 6,914.33	\$ 929.61	\$ 503.89	\$ (994.80)	\$	7,353.04
2053	\$ 7,278.24	\$ 476.72	\$ 513.97	\$ (994.80)	\$	7,274.14
Total	\$ 105,534.50	\$ 153,795.34	\$ 13,121.80	\$ (32,828.26)	\$	239,623.38

[a] Per the Initial City and Corporation Interlocal Agreement Installment Schedule. Principal amounts derived from the LOM.

[b] Preliminary estimate, actual Annual Collection Cost and TIRZ Credit will be determined annually in Annual Service Plan Update.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates.

EXHIBIT D – TIRZ CREDIT

Property ID	Acres	2018 Base Value [a]	2019 Taxable Value [b]	City Tax Rate	City Contribution Rate	County Tax Rate	County Contribution Rate	City Tax Increment	County Tax Increment	EDC Sales Tax Increment	City Retainage @ 2.5% [c]	TIRZ Credit
R590418	0.813	\$ 9,232.17	\$ 161,102	0.631351	60%	0.251529	50%	\$ 575.30	\$ 191.00	0	\$ (19.16)	747
R590420	2.741	\$ 31,121.51	\$ 543,073	0.631351	60%	0.251529	50%	\$ 1,939.33	\$ 643.85	0	\$ (64.58)	2,519
R590424	1.257	\$ 14,277.50	\$ 410,967	0.631351	60%	0.251529	50%	\$ 1,502.70	\$ 498.89	0	\$ (50.04)	1,952
R590417	8.521	\$ 96,766.26	\$ 1,688,579	0.631351	60%	0.251529	50%	\$ 6,029.95	\$ 2,001.94	0	\$ (200.80)	7,831
R590427	0.803	\$ 9,115.21	\$ 262,374	0.631351	60%	0.251529	50%	\$ 959.37	\$ 318.51	0	\$ (31.95)	1,246
R590428	0.516	\$ 5,859.53	\$ 548,735	0.631351	60%	0.251529	50%	\$ 2,056.47	\$ 682.74	0	\$ (68.48)	2,671
R590423	4.430	\$ 50,305.67	\$ 1,448,012	0.631351	60%	0.251529	50%	\$ 5,294.66	\$ 1,757.82	0	\$ (176.31)	6,876
R571099	1.769	\$ 20,082.52	\$ 614,746	0.631351	60%	0.251529	50%	\$ 2,252.65	\$ 747.88	0	\$ (75.01)	2,926
R571095	0.971	\$ 11,025.23	\$ 289,280	0.631351	60%	0.251529	50%	\$ 1,054.06	\$ 349.95	0	\$ (35.10)	1,369
R021442 [a]	0.450	\$ -	\$ -	0.631351	60%	0.251529	50%	\$ -	\$ -	0	\$ -	-
R577611 [a]	1.490	\$ -	\$ -	0.631351	60%	0.251529	50%	\$ -	\$ -	0	\$ -	-
R584030	3.866	\$ 43,898.73	\$ 1,240,445	0.631351	60%	0.251529	50%	\$ 4,532.64	\$ 1,504.83	0	\$ (150.94)	5,887
R584029	0.653	\$ 7,418.67	\$ 209,629	0.631351	60%	0.251529	50%	\$ 765.99	\$ 254.31	0	\$ (25.51)	995
R460519 [d]	2.814	NA										
R571093 [e]	3.3676	NA										
R571094 [e]	0.5231	NA										
R577612 [e]	0.0252	NA										
R590419 [e]	0.3027	NA										
R590425 [e]	0.0835	NA										
R590426 [e]	0.1153	NA										
Total	35.511											35,017

[a] The only parcels in 2018 that were not exempt from property taxes and therefore have a base value were R021438, R460519, and R086650. R460519 is not in the PID boundary and is therefore not eligible for a TIRZ credit. The \$299,103 base value was allocated pro rata based on acreage over the new non exempt parcel IDs that are eligible for a TIRZ Credit.

[b] The 2019 taxable value was allocated pro rata based on acreage over the new parcel IDs that contain the same area as the 2019 parcels on a parcel by parcel basis.

[c] The City will retain 2.5% of the TIRZ credit until such time as a site development permit for parking garage #1 is approved.

[d] This parcel is not in the PID and therefore is not eligible for a TIRZ Credit.

[e] This parcel is non benefitted property and is therefore not eligible for a TIRZ Credit.

EXHIBIT E – CITY AND CORPORATION INTERLOCAL AGREEMENT DEBT SERVICE SCHEDULE

Installment Payment Date	Installment Payment Due
3/15/2019	\$ 21,750.00
9/15/2019	\$ 21,750.00
3/15/2020	\$ 21,750.00
9/15/2020	\$ 21,750.00
3/15/2021	\$ 324,307.64
9/15/2021	\$ 566,353.75
3/15/2022	\$ 566,353.75
9/15/2022	\$ 566,353.75
3/15/2023	\$ 566,353.75
9/15/2023	\$ 761,353.75
3/15/2024	\$ 560,016.25
9/15/2024	\$ 770,016.25
3/15/2025	\$ 553,191.25
9/15/2025	\$ 773,191.25
3/15/2026	\$ 546,041.25
9/15/2026	\$ 781,041.25
3/15/2027	\$ 538,403.75
9/15/2027	\$ 788,403.75
3/15/2028	\$ 530,278.75
9/15/2028	\$ 795,278.75
3/15/2029	\$ 521,666.25
9/15/2029	\$ 801,666.25
3/15/2030	\$ 512,566.25
9/15/2030	\$ 812,566.25
3/15/2031	\$ 502,816.25
9/15/2031	\$ 822,816.25
3/15/2032	\$ 492,416.25
9/15/2032	\$ 832,416.25
3/15/2033	\$ 481,366.25
9/15/2033	\$ 841,366.25
3/15/2034	\$ 469,666.25
9/15/2034	\$ 849,666.25
3/15/2035	\$ 457,316.25
9/15/2035	\$ 862,316.25
3/15/2036	\$ 444,153.75
9/15/2036	\$ 874,153.75
3/15/2037	\$ 430,178.75
9/15/2037	\$ 880,178.75
3/15/2038	\$ 415,228.75
9/15/2038	\$ 900,228.75
3/15/2039	\$ 399,466.25
9/15/2039	\$ 914,466.25
3/15/2040	\$ 382,728.75
9/15/2040	\$ 932,728.75
3/15/2041	\$ 364,853.75
9/15/2041	\$ 949,853.75
3/15/2042	\$ 345,841.25
9/15/2042	\$ 965,841.25
3/15/2043	\$ 325,691.25
9/15/2043	\$ 985,691.25
3/15/2044	\$ 304,241.25
9/15/2044	\$ 1,004,241.25
3/15/2045	\$ 281,491.25
9/15/2045	\$ 1,026,491.25
3/15/2046	\$ 257,278.75
9/15/2046	\$ 1,047,278.75
3/15/2047	\$ 231,603.75
9/15/2047	\$ 1,071,603.75
3/15/2048	\$ 204,303.75
9/15/2048	\$ 1,094,303.75
3/15/2049	\$ 175,378.75
9/15/2049	\$ 1,125,378.75
3/15/2050	\$ 144,503.75
9/15/2050	\$ 1,149,503.75
3/15/2051	\$ 111,841.25
9/15/2051	\$ 1,186,841.25
3/15/2052	\$ 76,635.00
9/15/2052	\$ 1,216,635.00
3/15/2053	\$ 39,300.00
9/15/2053	\$ 1,239,300.00
	\$ 47,844,906.39

EXHIBIT F – FINAL PLAT FOR HUTTO CO-OP DISTRICT



2018038896 PLAT Total Pages: 9


PLAT MAP RECORDING SHEET

DEDICATOR(s):

CITY OF HUTTO
420 US 79 LTD

SUBDIVISION NAME: CO-OP DISTRICT

PROPERTY IS DESCRIBED AS: 28.7261 ACRES NATHANIEL EDWARDS
SURVEY NO 21 ABSTRACT NO 225 AND WILLIAM J BROWN SURVEY NO 22
ABSTRACT NO 105

SUBMITTED BY: CITY OF HUTTO

DIGITALLY RECORDED

FILED AND RECORDED

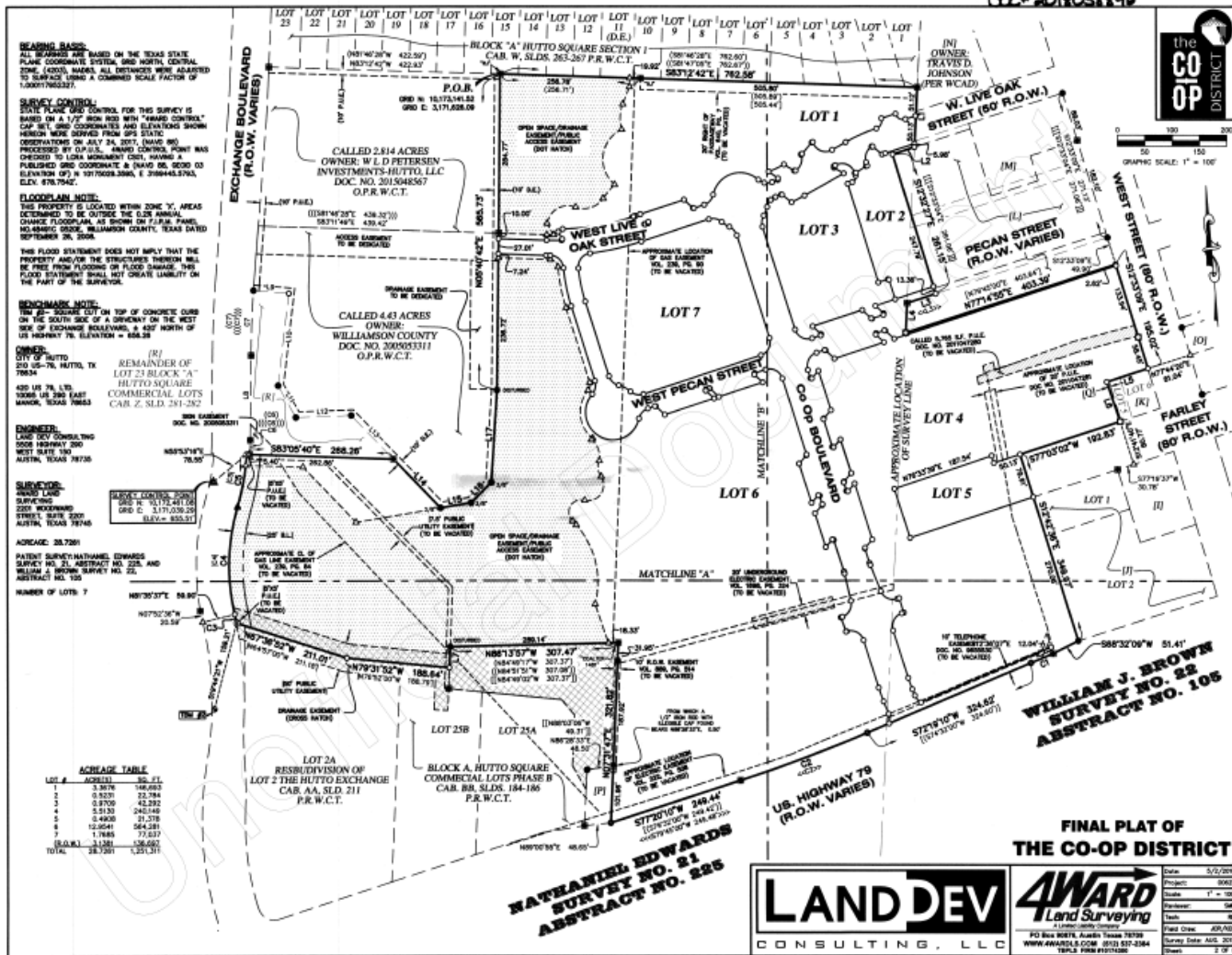
OFFICIAL PUBLIC RECORDS 2018038896

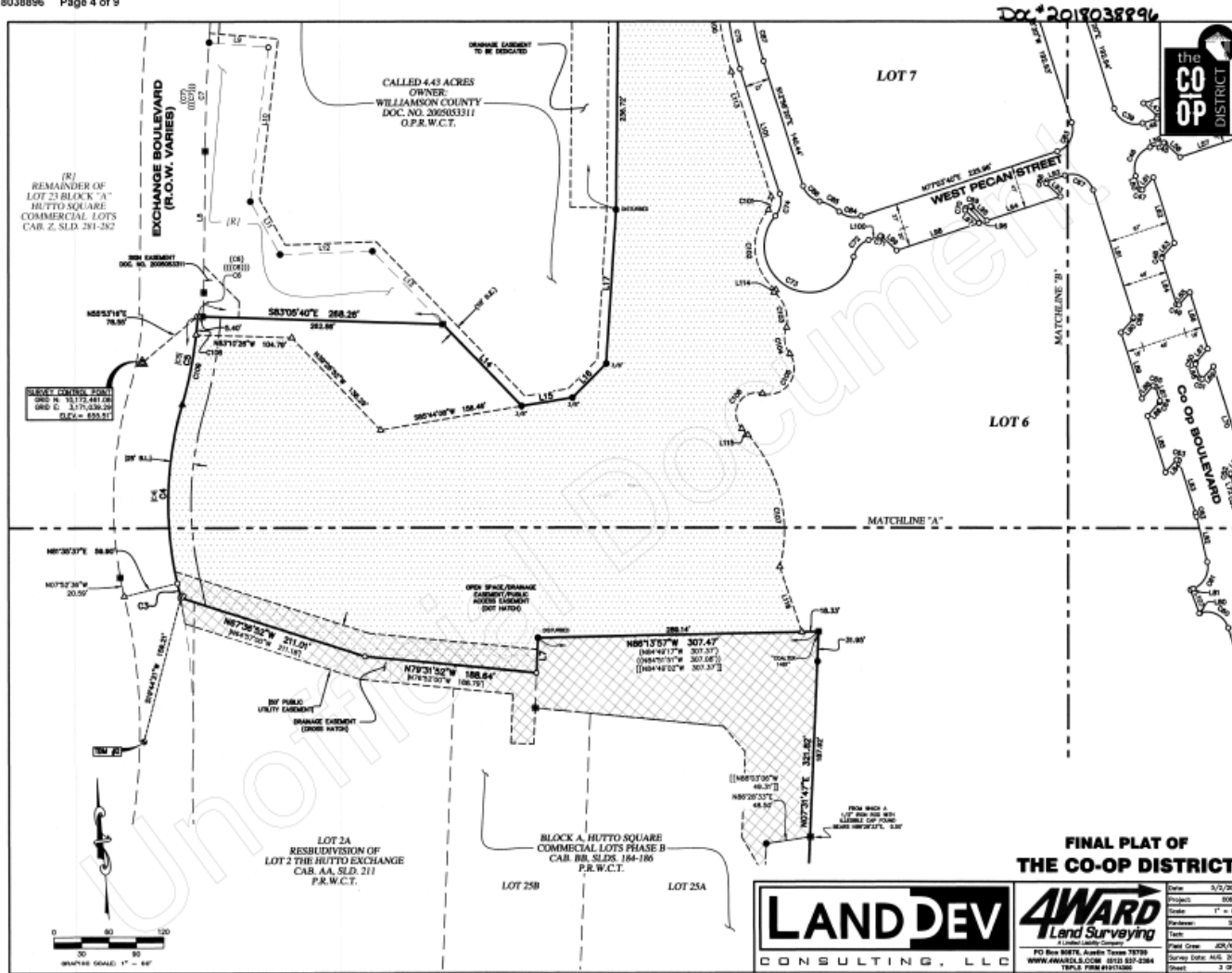
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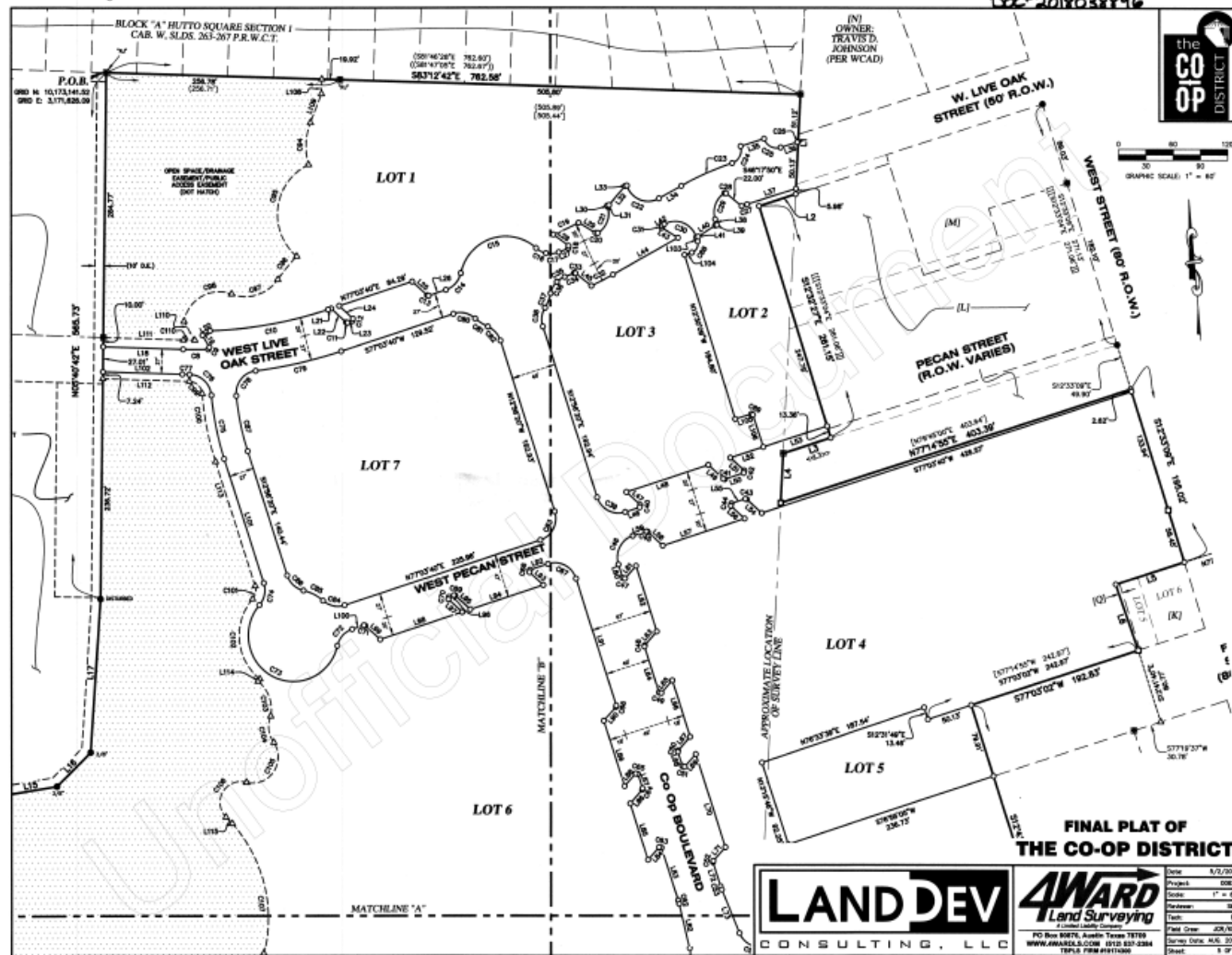
Nancy E. Roper
Nancy E. Roper, County Clerk
Williamson County, Texas

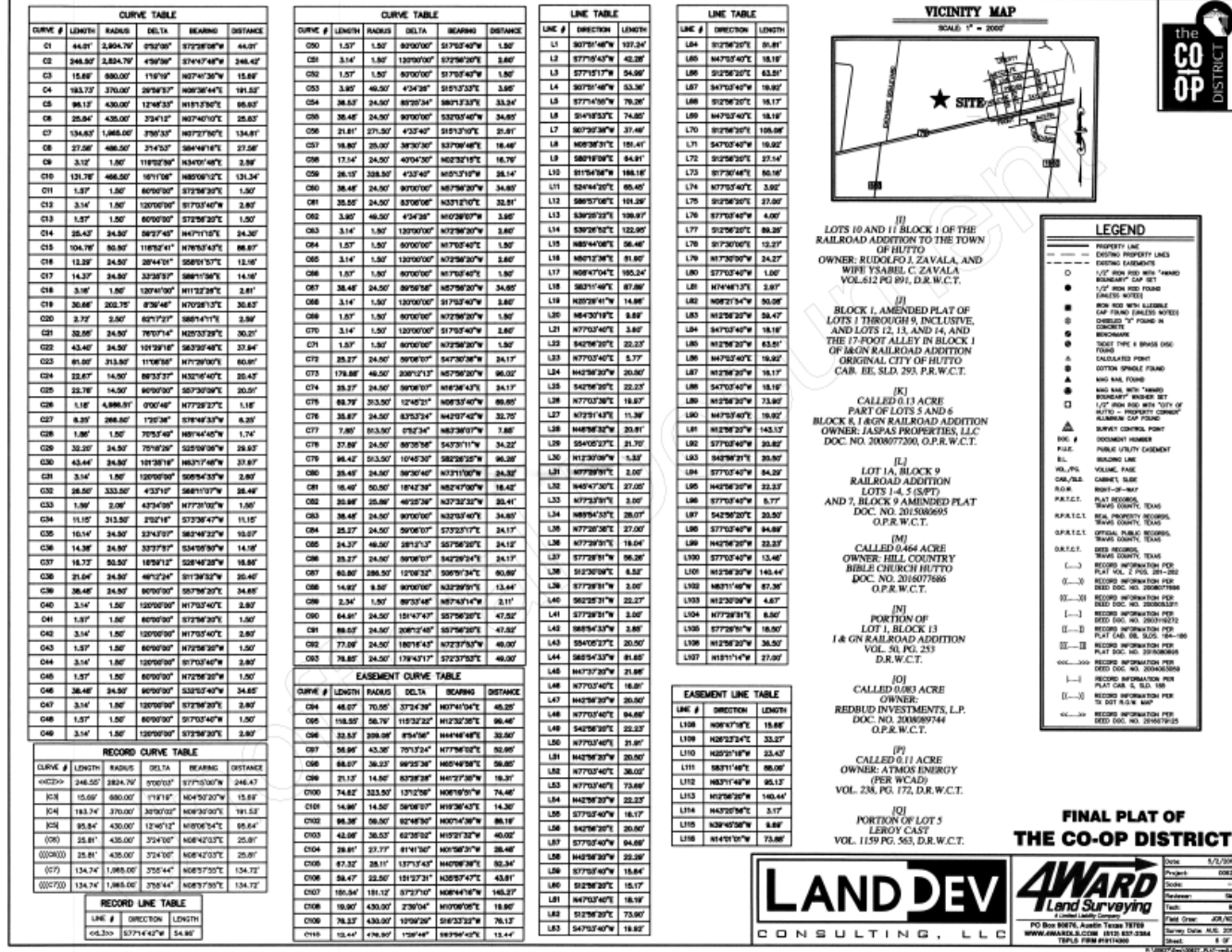












1

1 1/2-INCH IRON ROD WITH "CITY OF HUTTO-PROPERTY CORNER" ALUMINUM CAP FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING AT THE SOUTHWEST TERMINUS OF SAID PECAN AVENUE, AND BEING THE NORTHWEST CORNER OF LOT 12, BLOCK 8 OF SAID L. & G. H. RAILROAD ADDITION, AND BEING THE NORTHWEST CORNER OF SAID 1.25-

INCHES, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID PECAN STREET, BEING THE NORTH LINE OF BLOCK B OF SAID LOT 7, A.C. RAILROAD ADDITION, AND THE NORTH LINE OF SAID 1.256 ACRE CITY OF HUTTO TRACT, 80774255, A DISTANCE OF 463.98 FEET TO A CALCULATED POINT FOR AN EXTERIOR EIGHT-CORNER HEDGECOCK, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID LOT 7, A.C. RAILROAD ADDITION, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID PECAN STREET, AND BEING THE NORTHEAST CORNER OF LOT 7, BLOCK B OF SAID LOT 7, A.C. RAILROAD ADDITION, AND SAID 1.256 ACRE CITY OF HUTTO TRACT, FROM WHICH A DISTURBED 1/2-INCH BORN ROD WAS MEASURED TO THE NORTHEAST CORNER, ALLIANCE CAP FOUND BEING 73477050' (DISTANCE OF 0.58 FEET).

INCENSE, WITH THE WEST FIGHT-OF-WAY LINE OF S&D WEST STREET, IN PART WITH THE EASTERN END OF LOT 7 AND LOT 8 BLOCK 6 OF S&D 1/2-1/2-1/2 BALDWIN ADDITION, IN PART WITH THE EAST LINE OF S&D 0.39 ACRE CITY OF HUTTO TRACT, IN PART WITH THE EAST LINE OF S&D 0.02 ACRE CITY OF HUTTO TRACT, IN PART WITH THE EASTERN TERMINUS OF THE VACATED PORTION OF S&D 1/3 ALLEY, IN PART WITH THE EAST LINE OF S&D 0.02 ACRES CITY OF HUTTO TRACT, IN PART WITH THE EASTERN TERMINUS OF CORNER 136.57 FEET, A 1/2-INCH IRON ROD WITH CITY OF HUTTO-PROPERTY CORNER, ALUMINUM CAP FOUND, AND CONTINUING FOR AN OVERALL DISTANCE OF 166.03 FEET TO A 1/2-INCH IRON BOLT WITH "HUTTO-S&D1" CAP SET FOR AN EXTERIOR ELL CORNER HEREIN, SOUTH POINT BEING THE WEST CORNER OF S&D 0.48 ACRE 420 US 79 TRACT, IN PART WITH THE EASTERN TERMINUS OF THE EAST LINE CALLED AS SHOWN TO JASPIA PROPERTIES, LLC, IN DOCUMENT NO. 2008067700 [P.09,N.E.C.T.]

INCHES, LEAVING THE WEST RIGHT-OF-WAY LINE OF SADD MOUNT STREET AND THE EAST LINE OF SADD LST B, OVER AND ACROSS LOTS A, B, AND C, AND ALL OF SADD L B, IN RAILROAD ADDITION, WITH THE NORTH LINE OF SADD JASPER 413 ACRES TRACT, IN P. 58, PAGE 381 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.C. 112), AND IN PART WITH THE SOUTH LINE OF SADD 0-1486 ACRES 420 US TRACT, 377°45'30" A, BEING THE NORTH LINE OF SADD 0-1486 ACRES 420 US TRACT, 377°45'30" A, FOR AN INTERIOR ALL CORNER HEREOF, SADD POINT BEINGS IN THE SOUTH LINE OF SADD 0-1486 ACRES 420 US TRACT, 377°45'30" A, BEING THE NORTHWEST CORNER OF SADD CAST 0-1486 ACRES 420 US TRACT, 377°45'30" A, BEING THE NORTHWEST CORNER OF SADD CAST TRACT [DOCUMENT NO. 2003118272], AND BEING THE SOUTHEAST CORNER OF SADD 0-53 ACRES COPELAND TRACT [DOCUMENT NO. 20030434725], FROM WHICH A 1/2-INCH BOUNDARY WITH CITY OF HUNTO - PROPERTY CORNER ALUMINUM CAP FOUND AT THE SOUTHWEST CORNER OF SADD 0-53 ACRES COPELAND TRACT, 377°45'30" A, BEING THE SOUTHWEST CORNER OF SADD 0-53 ACRES COPELAND TRACT [DOCUMENT NO. 2003118272], BEARS 37°14'30" A, A DISTANCE OF 30.50 FEET;

THENCE, WITH THE COMMON LINE OF SAID EAST TRACT AND 0.881 ACRE CITY OF HUTTO TRACT, S1/4 SEC. 15, T. 48 N., R. 10 E., A DISTANCE OF 74.80 FEET TO A 1/2-INCH IRON ROD WITH "CITY OF HUTTO-PROPERTY CORNER" ALUMINUM CAP FOUND FOR AN EXTERIOR ELL-CORNER HEREOF, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF FAIRLEY STREET (367' RIGHT-OF-WAY), AND BEING IN THE SOUTH LINE OF LOT 5, BLOCK 8 OF SAID L. & G. RAILROAD ADDITION, AND BEING THE SOUTHWEST CORNER OF SAID EAST TRACT, AND BEING THE SOUTHEAST CORNER OF SAID 0.881 ACRE CITY OF HUTTO TRACT.

ENCE, WITH THE NORTH FRONT-OF-WAY LINE OF SAID FAIRLEY STREET, AND WITH THE SOUTH LINE OF BLOCK 8 OF SAID L. & G. N. RAILROAD ADDITION, AND SAID 0.861 AC. LOT OF HUTTO TRACT, 57703020, A DISTANCE OF 192.83 FEET TO 1/2-0.861 AC. LOT OF "MARI-SHII" GAP SET FOR AN INTERIOR ALL-CORNER HORIZON. SAID POINT BEING AT THE INTERSECTION OF THE NORTH FRONT-OF-WAY LINE OF SAID FAIRLEY STREET WITH THE EAST FRONT-OF-WAY LINE OF SAID SHORT STREET, AND BEING AT THE COMMON SOUTH CORNER OF LOTS 1 AND 2, BLOCK 8 OF SAID L. & G. N. RAILROAD ADDITION.

NEDCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAG SHORT STREET IN PART WITH THE EASTERN TERMINUS OF SAG SHORT STREET, IN PART WITH THE WESTERN TERMINUS OF SAG FAIRLEY STREET, IN PART WITH THE EAST RIGHT-OF-WAY LINE OF SHANTY CREEK DRIVE AND THE SOUTH RIGHT-OF-WAY LINE OF SHANTY CREEK DRIVE, TO LOT 2, BOTH OF BLOCK 3 OF THE SUBDIVIDED PLOT OF LOTS 1 THROUGH 8, INCLUDING THE CORNER OF SAID LOT 2, BEING AN ANGLE POINT IN THE NORTH BOUNDARY OF SAID ORIGINAL CITY OF HUNTSVILLE SUBDIVISION PLAT RECORDS NO. 7, CANNETT E.C. 205 (P.U.N.C.T.) 51242-90-6, A DISTANCE OF ABOUT FIFTY FEET TO A 1/2-INCH IRON ROD CORNER OF SAID LOT 2, AND BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAG SHORT STREET WITH THE NORTH RIGHT-OF-WAY LINE OF SAG U.S. HIGHWAY 79, BEING AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2, AND BEING AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAG U.S. HIGHWAY 79, BEING 17722-91-1, A DISTANCE OF

THENCE, WITH THE SOUTH TERMINUS OF SAID SHORT STREET, AND THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 70, S60°22'00"W, A DISTANCE OF 25.41 FEET TO A 1/2-INCH IRON ROD WITH ELEVANCE CAP FORMED FOR AN ANGLE POINT HERE, SAID POINT BEING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SAID SHORT STREET WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 70 (RIGHT-OF-WAY NOT VARY), AND BEING THE SOUTHEAST CORNER OF SAID 1.364 ACRE CITY OF MATTO TRACT;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID US HIGHWAY 70, IN PART WITH THE SOUTH LINE OF SAID 2.919 ACRE AND SAID 1.442 ACRE CITY OF HUTTO TRACTS, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

10) 44.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,824.76 FEET, AND A CHORD WHICH BEARS S72°28'01"W, A DISTANCE OF 44.01 FEET TO A TIDY-TREE AND A BRASS DISC FOUND FOR A POINT OF TANGENCY HEREOF.

11) 37°10'10"N, A DISTANCE OF 324.82 FEET TO A TIDY-TREE AND A BRASS DISC FOUND FOR A POINT OF CURVATURE HEREOF.

12) 244.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,824.76 FEET, AND A CHORD WHICH BEARS S74°14'49"W, A DISTANCE OF 244.52 FEET TO A 1/2-INCH IRON ROD WITH "BAKER ACKLEN" CAP FOUND FOR A POINT

4) 57°22'12"N, A DISTANCE OF 244.44 FEET TO A TIEOUT TYPE 3 BRASS DISC FOUND FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 79, AND BEING THE SOUTHEAST CORNER OF A CALLED 0.11 ACRE TRACT DESCRIBED IN VOLUME 238, PAGE 172 (P.R.C.T.), AND BEING THE SOUTHWEST CORNER OF SAID 1.442 ACRE CITY OF HUTTO TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH SLIDABLE CAP AND AN ANGLE POINT BEING THE NORTHEAST CORNER OF SAID 0.11 ACRE U.S. HIGHWAY 79, AND BEING THE SOUTHEAST CORNER OF LOT 25A, BLOCK A OF HUTTO SQUARE COMMERCIAL LOTS, PHASE II, IS RECORDED IN CARNOT Bk. SLICES 104-186 (P.R.C.T.), AND BEING THE SOUTHWEST CORNER OF SAID 0.11 ACRE TRACT BEARS, 58°07'00"N, A DISTANCE OF 48.85 FEET;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 70, IN PART WITH THE EAST LINES OF SAID 0.11 ACRE TRACT AND SAID LOT 25A, AND IN PART WITH THE WEST LINES OF SAID 1.442 ACRE, SAID 2.819 ACRE AND SAID 11.157 ACRE CITY OF HUNTS TRACTS, N07°21'43"N, A DISTANCE OF 321.62 FEET TO A 1/2-INCH IRON ROD WITH "COALTER-1481" CAP FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT

BEING IN THE WEST LINE OF SAID 11.157 ACRE CITY OF HUTTO TRACT, AND BEING AT THE NORTHEAST CORNER OF SAID LOT 25A, AND BEING A SOUTHEAST CORNER OF LOT 23, BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS AND SAID 8.82 ACRE CITY OF HUTTO TRACT;

THEENCE, WITH THE COMMON LINE OF SAID LOT 25A, LOT 23, BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS AND SAID 8.62 ACRE CITY OF HUTTO TRACT, N80°15'57"N, A DISTANCE OF 307.47 FEET TO A DISTURBED 1/2-INCH IRON ROD FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING IN THE EAST LINE OF LOT 14 OF THE HUTTO EXCHANGE, RECORDED IN CABINET 2, SLIDES 180-186 (P.L.M.G.T.), AND BEING THE COMMON WEST CORNER OF LOT 25A, LOT 23, BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS AND SAID 8.62 ACRE CITY OF HUTTO TRACT.

THENCE, WITH THE EAST AND SOUTH LINES OF SAID LOT 14, IN PART WITH THE NORTH LINE OF SAID LOTS 25A & 25B, IN PART WITH THE NORTH LINE OF LOT 2A OF THE RESUBDIVISION OF LOT 2, HUTTO EXCHANGE, RECORDED IN CABINET AA, SLIDES 211-212 (P.S.N.C.T.), AND IN PART WITH THE EAST RIGHT-OF-WAY LINE OF EXCHANGE ROLLINGWOOD (RIGHT-OF-WAY VARIES), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S07°25'38"W, A DISTANCE OF 37.49 FEET TO A CALCULATED POINT FOR AN
EXTENSION ELL-CORNER HEREOF,
2) N79°31'52"W, A DISTANCE OF 188.84 FEET TO A CALCULATED POINT FOR AN

3) N87°30'22"W, A DISTANCE OF 211.01 FEET TO A CHISELED 'X' FOUND IN CONCRETE FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING THE SOUTHWEST CORNER OF SAID LOT 14;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD AND THE WEST LINE OF SAID LOT 14, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

2) 183.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, AND A CHORD WHICH BEARS N08°34'41"E, A DISTANCE OF 101.52 FEET TO A MAG NAIL IN ASPHALT FOUND FOR A POINT OF REVERSE CURVATURE HEREOF.

3) 66.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, AND A CHORD WHICH BEARS N15°35'56"E, A DISTANCE OF 85.83 FEET TO A CHISELED "X" FOUND IN CONCRETE FOR A POINT OF NON-TANGENCY HEREOF, SAID POINT BEING AT A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING THE NORTHWEST CORNER OF SAID LOT 14; THENCE, IN PART WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD,

IN PART WITH THE NORTH LINE OF SAID LOT 16, IN PART WITH THE SOUTH LINE OF A CALLED 4.43 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NO. 288083102 (T.O.R.N.E.T.), IN PART WITH THE SOUTH LINE OF SAID LOT 23, AND IN PART WITH THE SOUTH LINE OF SAID LOT 24, PARCELS OF APPROXIMATE DISTANCE OF 5.40 FEET, A 1/2-INCH IRON ROD WITH 7/8" CAP TIES AT A CORNER POINT, EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING THE SOUTHEAST CORNER OF SAID LOT 23 AND SAID WILLIAMSON COUNTY TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 208.26 FEET TO A 1/2-INCH IRON ROD WITH ILLEGIBLE CAP POLAR FOR AN ANGLE POINT HERETO, SAID POINT BEING IN THE COMMON LINE OF LOT 23 AND SA. BLOCK A, OF SAID HUTTO SUBDIVISION COMMERCIAL LOTS, AND BEING THE NORTH CORNER OF SAID LOT 24, SAID 5.43 ACRE CITY OF HUTTO TRACT AND SAID WILLIAMSON COUNTY TRACT.

THENCE, WITH THE COMMON LINE OF SAID 0.82 ACRE CITY OF HUTTO TRACT, AND LOTS 23 AND 24, BLOCK A, OF SAID HUTTO SQUARE COMMERCIAL LOTS, IN PART WITH THE SOUTH AND EAST LINES OF SAID WILLIAMSON COUNTY TRACT, AND IN PART WITH THE EAST LINE OF SAID M.D. PETERSEN TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) S29°26'32"E, A DISTANCE OF 122.89 FEET TO A 3/8-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF,
2) N88°14'08"E, A DISTANCE OF 58.46 FEET TO A 3/8-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF.

4) N0847304+E, A DISTANCE OF 185.34 FEET TO A BENT 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF, AND

3) MONROVIA, CALIF. 90640 AT A DISTANCE OF 280.97 FEET, A 1/2-INCH IRON ROD WITH SLIDING CAP FOUND AT THE COMMON EAST CORNER OF SAID WILLIAMSON COUNTY TRACT AND SAID M.D. PETERSEN TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 563.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.7281 ACRES (1,251,311 SQUARE FEET) OF LAND, MORE OR LESS.

LAND

LANDDEV

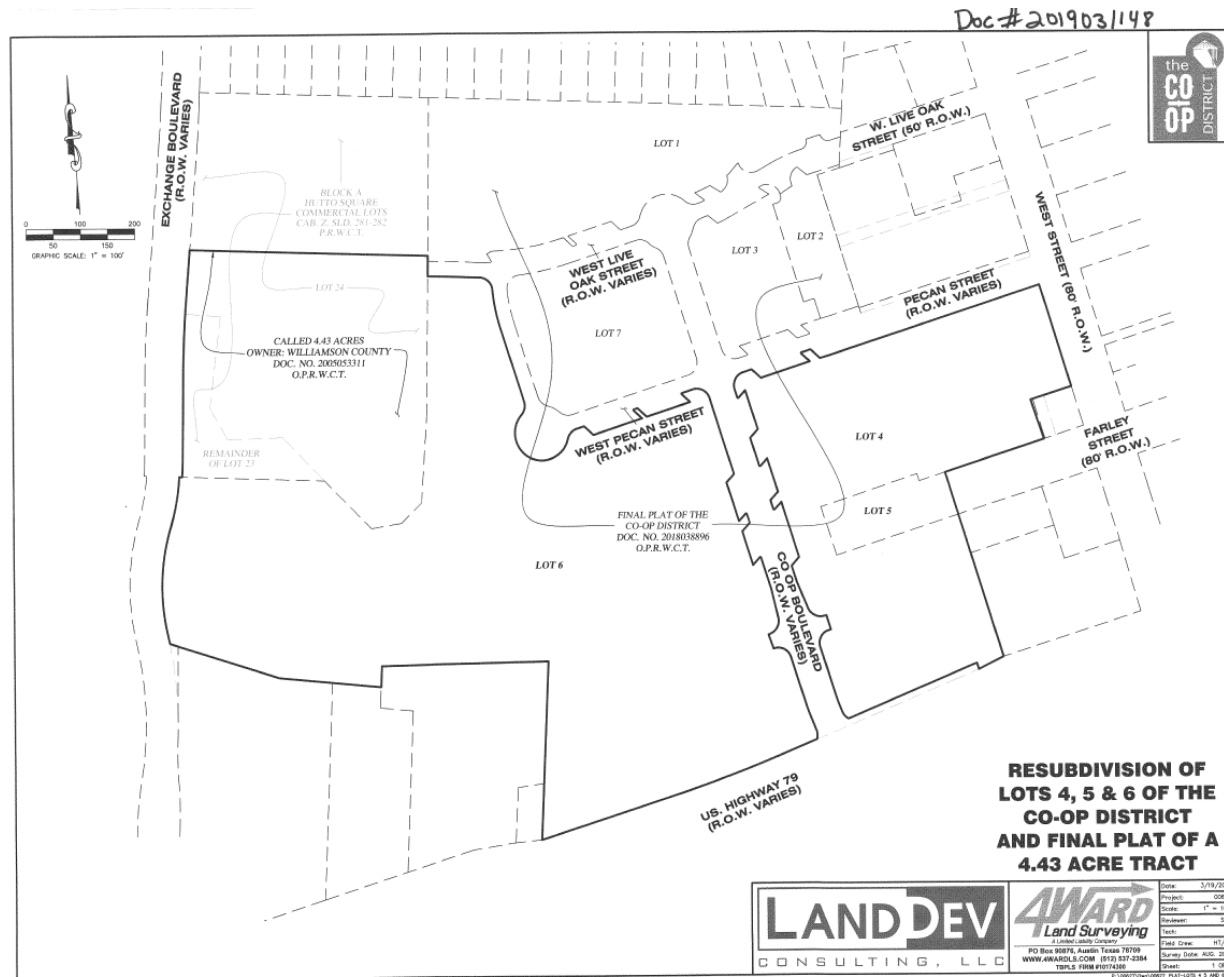
4WARD
Land Surveying
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PO Box 98579, Austin Texas 78708
WWW.4WARD.SURV.COM (512) 297-0294

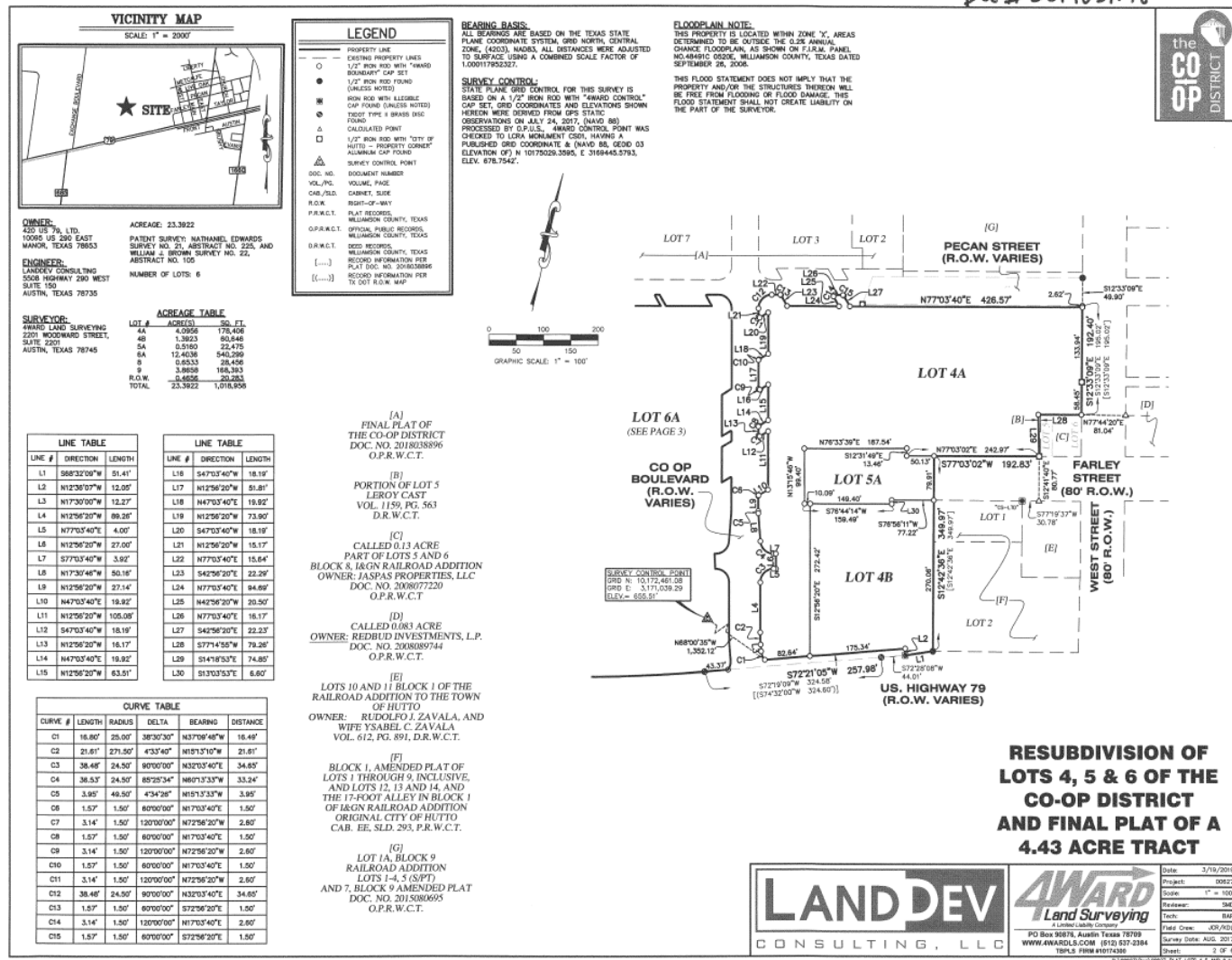
Date:	5/2/20
Project:	006
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Revised:	5/2/20
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Field Crew:	JCR/AC
Survey Date:	AUG. 2019

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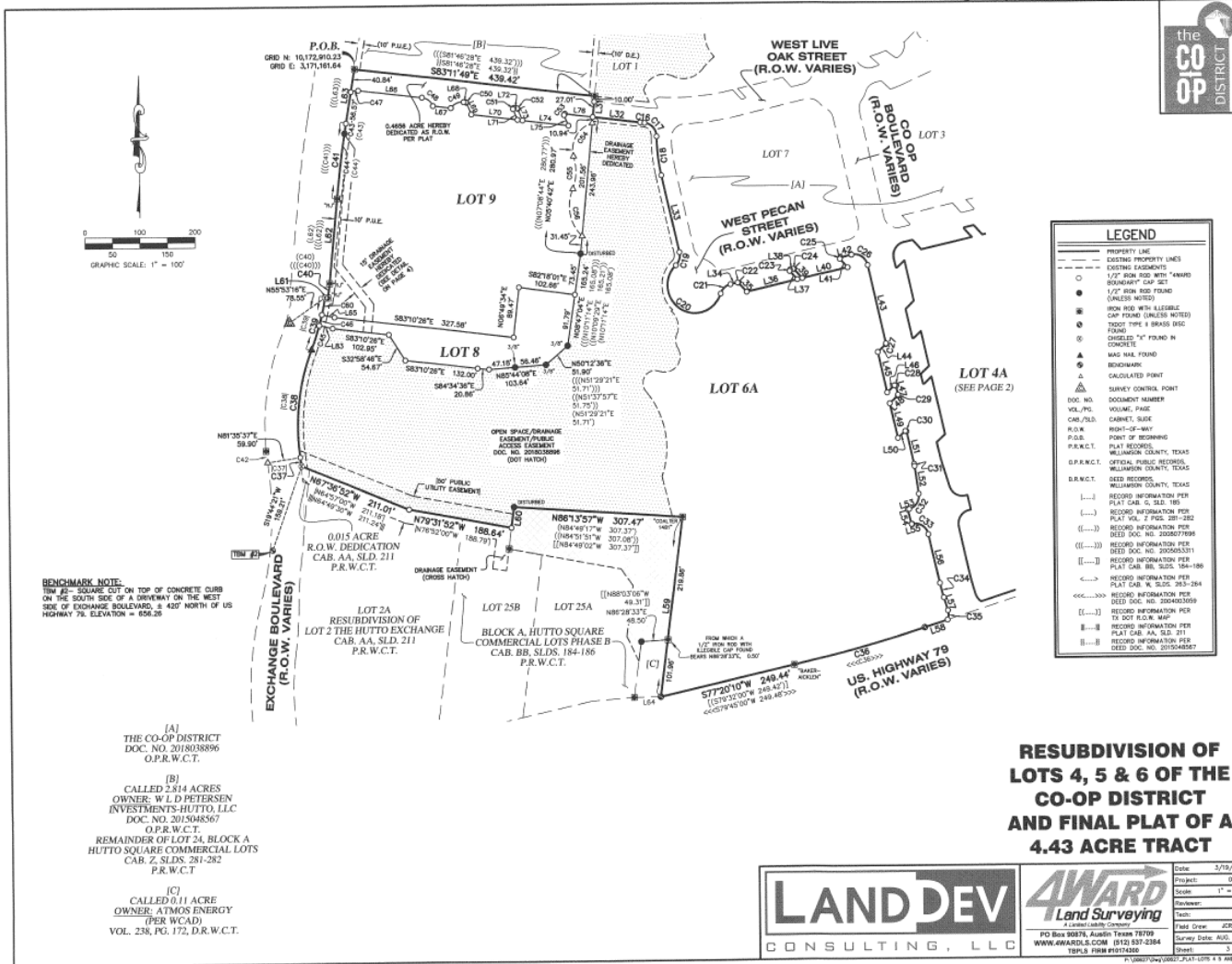
the
CO-OP
DISTRICT

EXHIBIT G - RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT





Doc# 2019031148



HUTTO CO-OP PID 2020 ANNUAL SERVICE PLAN UPDATE

35

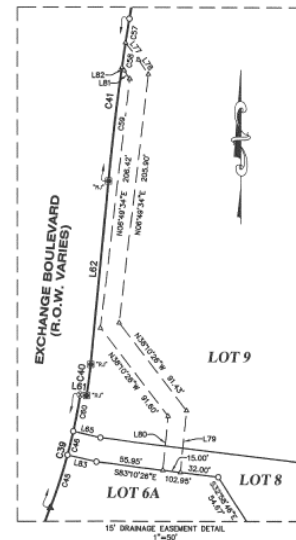
Doc# 2019031148



LINE TABLE			CURVE TABLE					
LINE #	DIRECTION	LENGTH	CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
L31	S88°40'42"W	57.01'	C16	7.85'	513.50'	052°34'	S83°38'07"E	7.85'
L32	S83°11'49"E	87.36'	C17	35.87'	24.50'	83°53'24"	S42°07'42"E	32.75'
L33	S12°56'20"E	140.44'	C18	68.79'	313.50'	12°45'21"	S08°33'40"E	69.65'
L34	N77°03'40"E	13.46'	C19	25.27'	24.50'	59°06'07"	S18°36'43"W	24.17'
L35	S42°56'20"E	22.23'	C20	179.88'	48.50'	208°12'13"	S57°56'20"E	96.02'
L36	N77°03'40"E	94.69'	C21	25.27'	24.50'	59°06'07"	N47°30'36"E	24.17'
L37	N42°56'20"W	20.50'	C22	1.57'	1.50'	80°00'00"	S72°56'20"E	1.50'
L38	N77°03'40"E	5.77'	C23	3.14'	1.50'	120°00'00"	N17°03'40"E	2.80'
L39	S42°56'20"E	22.23'	C24	1.57'	1.50'	80°00'00"	S72°56'20"E	1.50'
L40	N77°03'40"E	84.29'	C25	3.14'	1.50'	120°00'00"	N17°03'40"E	2.80'
L41	N42°56'21"W	20.50'	C26	38.48'	24.50'	89°59'58"	S57°56'20"E	34.85'
L42	N77°03'40"E	20.82'	C27	1.57'	1.50'	80°00'00"	S17°03'40"W	1.50'
L43	S12°56'20"E	143.13'	C28	3.14'	1.50'	120°00'00"	S72°56'20"E	2.80'
L44	S47°03'40"W	19.92'	C29	1.57'	1.50'	80°00'00"	S17°03'40"W	1.50'
L45	S12°56'20"E	73.90'	C30	3.14'	1.50'	120°00'00"	S72°56'20"E	2.80'
L46	N47°03'40"E	18.19'	C31	3.95'	48.50'	43°42'28"	S10°39'07"E	3.95'
L47	S12°56'20"E	16.17'	C32	35.35'	24.50'	83°08'08"	S33°12'10"W	32.91'
L48	S47°03'40"W	19.92'	C33	38.48'	24.50'	90°00'00"	S57°56'20"E	34.85'
L49	S12°56'20"E	63.51'	C34	28.15'	338.50'	43°34'40"	S19°31'07"E	28.14'
L50	N47°03'40"E	18.19'	C35	17.14'	24.50'	40°04'30"	S02°32'15"W	16.79'
L51	S12°56'20"E	58.47'	C36	248.50'	2,824.79'	45°59'58"	S74°47'48"W	246.42'
L52	S58°21'54"E	10.98'	C37	15.69'	880.00'	11°19'18"	N07°41'38"W	15.69'
L53	S74°48'13"W	3.97'	C38	183.73'	370.00'	30°00'00"	N09°30'00"E	191.52'
L54	S10°11'47"E	27.00'	C39	95.84'	430.00'	12°46'12"	N18°06'54"E	95.84'
L55	N77°03'40"E	1.00'	C40	25.91'	430.00'	37°41'00"	N08°42'03"E	25.91'
L56	S12°56'20"E	89.28'	C41	134.63'	1,865.00'	37°55'33"	N07°27'52"E	134.61'
L57	S17°30'00"E	24.27'	C42	18.38'	430.00'	27°43'58"	N07°08'34"E	18.38'
L58	S72°19'10"W	43.37'	C43	18.56'	1,494.37'	04°47'43"	N09°08'46"E	18.56'
L59	N07°31'47"E	321.82'	C44	118.00'	1,948.25'	37°41'00"	N07°11'59"E	118.04'
L60	S07°22'38"W	37.48'	C45	45.57'	430.00'	87°42'20"	N18°25'56"E	45.55'
L61	S83°05'40"E	5.40'	C46	20.01'	430.00'	27°59'57"	N14°17'47"E	20.01'
L62	N08°38'31"E	151.41'	C47	13.81'	24.50'	231°73'37"	N89°39'12"E	13.83'
L63	N09°32'37"E	97.41'	C48	28.51'	24.50'	87°00'20"	S53°11'38"E	25.24'
L64	N89°00'50"E	48.65'	C49	28.51'	24.50'	87°00'17"	N85°47'58"E	25.24'
L65	S77°08'12"E	23.36'	C50	1.57'	1.50'	80°00'00"	S53°11'49"E	1.50'
L66	S83°11'49"E	116.54'	C51	3.14'	1.50'	118°59'18"	N36°47'50"E	2.80'
L67	S83°11'49"E	32.73'	C52	1.57'	1.50'	80°00'43"	S53°11'28"E	1.50'
L68	S83°11'49"E	4.10'	C53	3.14'	1.50'	120°02'12"	N36°48'11"E	2.80'
L69	S23°11'49"E	22.23'	C54	75.24'	48.75'	88°25'25"	S20°28'45"W	67.98'
L70	S83°11'49"E	84.29'	C55	55.19'	87.51'	38°48'14"	S01°25'34"W	58.07'
L71	N23°11'49"W	20.50'	C56	91.22'	73.33'	71°16'31"	S10°47'40"E	85.45'
L72	S83°11'49"E	5.77'	C57	20.00'	1,865.00'	03°00'00"	N09°08'06"E	20.00'
L73	S23°11'49"E	22.23'	C58	20.63'	1,965.00'	03°06'06"	N09°32'34"E	20.63'
L74	S83°11'49"E	84.30'	C59	84.00'	1,865.00'	2°44'27"	N08°52'17"E	83.98'
L75	N23°12'50"W	20.50'	C60	30.55'	430.00'	49°41'15"	N10°14'41"E	30.55'
L76	S83°11'49"E	01.08'						
L77	N38°05'23"W	17.64'						
L78	N34°48'13"W	14.38'						
L79	N05°44'07"E	50.96'						
L80	N05°44'07"E	44.63'						
L81	N34°48'13"W	8.28'						
L82	N38°05'23"W	3.04'						
L83	S77°08'12"E	24.89'						

RECORD CURVE TABLE								
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE			
<<C36>>	248.50'	2,824.79'	51°00'33"	S77°15'00"W	246.47'			
C37	15.69'	880.00'	11°19'18"	N04°50'20"W	15.69'			
C38	183.74'	370.00'	30°00'00"	N09°30'00"E	191.52'			
C39	95.84'	430.00'	12°46'12"	N18°06'54"E	95.84'			
C40	25.91'	430.00'	37°41'00"	N08°42'03"E	25.91'			
(((C40)))	25.91'	430.00'	37°41'00"	N08°42'03"E	25.91'			
(((C41)))	134.75'	1,965.00'	37°55'44"	N08°57'55"E	134.72'			
C43	18.24'	1,965.00'	07°10'38"	N10°39'50"E	18.24'			
C44	118.51'	1,965.00'	37°23'50"	N08°41'58"E	118.49'			

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L42)	N07°00'03"E	151.45'
((L42))	N07°00'03"E	151.45'
((L43))	N10°55'47"E	97.18'



**RESUBDIVISION OF
LOTS 4, 5 & 6 OF THE
CO-OP DISTRICT
AND FINAL PLAT OF A
4.43 ACRE TRACT**



Date	3/19/2019
Project	008127
Scale	1" = 50'
Drawn	SLD
Trck	SLD
Field Crea	JCR/SLD
Survey Date	AUG. 2017
Sheet	4 OF 8

LEGAL DESCRIPTION
(LOTS 6A, 6-B, and 6-C.W.)

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 17.3882 ACRES (797.430 SQUARE FEET) OUT OF THE MATTHEW EDWARDS SURVEY NO. 21, ABSTRACT NO. 225, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 4.43 ACRE TRACT 225, IN WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NO. 2010035311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID TRACT BEING A PORTION OF LOT 6 OF A BLOCK A, HUTTO SURVEY COMMERCIAL LOTS, RECORDED IN CABINET 2, PAGES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), AND BEING ALL OF LOT 6 OF THE CO-OP DISTRICT, RECORDED IN DOCUMENT NO. 2010030896 (O.P.R.W.C.T.), SAID LOT 6 CONVEYED TO ADS US 79, L.P., IN DOCUMENT NO. 2010044838 (O.P.R.W.C.T.), SAID 17.3882 ACRES BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS AS FOLLOWS:

BEGINNALS, AT A 1/2-INCH IRON ROD WITH LIBLEEABLE CAP FOUND IN THE EAST RIGHT-OF-WAY LINE OF EXCHANGE BOULEVARD (RIGHT-OF-WAY VARIES), AND BEING AT THE SOUTHWEST CORNER OF A CALLED 2.814 ACRE TRACT CONVEYED TO WLD PETERSEN INVESTMENTS-HUTTO, LLC, IN DOCUMENT NO. 2010048657 (O.P.R.W.C.T.), AND BEING AT THE NORTHWEST CORNER OF SAID WILLIAMSON COUNTY TRACT, AND BEING IN THE WEST LINE OF SAID LOT 24, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING HEREOF.

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD AND THE WEST LINE OF SAID LOT 24, WITH THE COMMON LINE OF SAID WLD PETERSEN TRACT AND SAID WILLIAMSON COUNTY TRACT, 58717419"S, A DISTANCE OF 438.43 FEET TO A 1/2-INCH IRON ROD WITH LIBLEEABLE CAP FOUND FOR AN EXTERIOR ELL-CORNER HEREOF, SAID POINT BEING IN THE WEST LINE OF LOT 1 OF SAID CO-OP DISTRICT, AND BEING IN THE EAST LINE OF SAID LOT 24, AND BEING THE COMMON EAST CORNER OF SAID WLD PETERSEN TRACT AND SAID WILLIAMSON COUNTY TRACT.

THENCE, WITH THE COMMON LINE OF SAID LOT 1, LOT 24, AND SAID WILLIAMSON COUNTY TRACT, 50207407"E, A DISTANCE OF 37.01 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING AT THE NORTHWEST CORNER OF LOT 6 OF SAID CO-OP DISTRICT.

THENCE, WITH THE NORTH AND EAST LINES OF SAID LOT 6, IN PART WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST LIVE OAK STREET, IN PART WITH THE WEST AND SOUTH RIGHT-OF-WAY LINES OF WEST PECAN STREET (RIGHT-OF-WAY VARIES), AND WITH THE WEST RIGHT-OF-WAY LINE OF CO-OP BOULEVARD (RIGHT-OF-WAY VARIES), THE FOLLOWING FORTY-ONE (41) COURSES AND DISTANCES:

- 1) 58571419"S, A DISTANCE OF 87.36 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 513.50 FEET, WHOSE ARC LENGTH IS 7.85 FEET AND WHOSE CHORD BEARS S8373071"E, A DISTANCE OF 7.85 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 3) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 35.87 FEET AND WHOSE CHORD BEARS S47077407"E, A DISTANCE OF 35.75 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 513.50 FEET, WHOSE ARC LENGTH IS 19.79 FEET AND WHOSE CHORD BEARS S8373071"E, A DISTANCE OF 69.85 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 5) S12734207"E, A DISTANCE OF 140.44 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 6) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 28.27 FEET AND WHOSE CHORD BEARS S1077407"E, A DISTANCE OF 24.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 7) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 48.50 FEET, WHOSE ARC LENGTH IS 17.88 FEET AND WHOSE CHORD BEARS S2773071"E, A DISTANCE OF 86.02 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A NON-TANGENT POINT OF COMPOUND CURVATURE HEREOF;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 28.27 FEET AND WHOSE CHORD BEARS S1077407"E, A DISTANCE OF 24.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 9) N77073407"E, A DISTANCE OF 134.66 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S72736207"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 11) S144736207"E, A DISTANCE OF 22.23 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 12) N74773407"E, A DISTANCE OF 94.49 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 13) S144736207"E, A DISTANCE OF 20.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 14) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N17073407"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 15) N74773407"E, A DISTANCE OF 5.77 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 16) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S72736207"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF

- TANGENCY HEREOF;
- 17) S144736207"E, A DISTANCE OF 22.23 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 18) N74773407"E, A DISTANCE OF 94.49 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 19) S144736207"E, A DISTANCE OF 20.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 20) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS N17073407"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 21) N74773407"E, A DISTANCE OF 5.85 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 22) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS S57736207"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 23) S12734207"E, A DISTANCE OF 143.13 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 24) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S17073407"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 25) S47073407"E, A DISTANCE OF 19.93 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 26) S12734207"E, A DISTANCE OF 73.90 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 27) S47073407"E, A DISTANCE OF 19.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 28) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS S72736207"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 29) S12736207"E, A DISTANCE OF 18.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 30) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 1.57 FEET AND WHOSE CHORD BEARS S17073407"E, A DISTANCE OF 1.50 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 31) S47073407"E, A DISTANCE OF 19.93 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 32) S12736207"E, A DISTANCE OF 18.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 33) S47073407"E, A DISTANCE OF 19.19 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 34) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 1.50 FEET, WHOSE ARC LENGTH IS 3.14 FEET AND WHOSE CHORD BEARS S72736207"E, A DISTANCE OF 2.60 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 35) S12736207"E, A DISTANCE OF 18.17 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 36) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 48.50 FEET, WHOSE ARC LENGTH IS 3.80 FEET AND WHOSE CHORD BEARS S10736207"E, A DISTANCE OF 3.80 FEET TO A POINT OF TANGENCY HEREOF;
- 37) S80773407"E, A DISTANCE OF 50.08 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 38) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS S57736207"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 39) S1746107"E, A DISTANCE OF 2.87 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 40) S1711147"E, A DISTANCE OF 27.70 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 41) N70773407"E, A DISTANCE OF 1.00 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 42) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 38.48 FEET AND WHOSE CHORD BEARS S57736207"E, A DISTANCE OF 34.65 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 43) S12736207"E, A DISTANCE OF 86.28 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 44) ALONG THE ARC OF A CURVE TO THE LEFT, WHOSE RADIUS IS 228.50 FEET, WHOSE ARC LENGTH IS 28.25 FEET AND WHOSE CHORD BEARS S1737107"E, A DISTANCE OF 28.14 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR A POINT OF TANGENCY HEREOF;
- 45) S1707307"E, A DISTANCE OF 24.27 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR POINT OF CURVATURE HEREOF;
- 46) ALONG THE ARC OF A CURVE TO THE RIGHT, WHOSE RADIUS IS 24.50 FEET, WHOSE ARC LENGTH IS 37.74 FEET AND WHOSE CHORD BEARS S22737107"E, A DISTANCE OF 18.78 FEET TO A 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF, SAID POINT BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 79 (RIGHT-OF-WAY VARIES) WITH THE WEST RIGHT-OF-WAY LINE OF SAID CO-OP BOULEVARD, AND BEING THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID US HIGHWAY 79 AND THE SOUTH LINE OF SAID LOT 6, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S2727107"W, A DISTANCE OF 43.37 FEET TO A TIGOT TYPE 1 BRASS DISC FOUND FOR A POINT OF CURVATURE HEREOF;

- 2) 246.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 246.479 FEET, AND A CHORD WHICH BEARS S7477407"N, A DISTANCE OF 246.45 FEET TO A 1/2-INCH IRON ROD WITH "BAKER AIDLEN" CAP FOUND FOR A POINT OF TANGENCY HEREOF, AND;
- 3) S2727107"W, A DISTANCE OF 246.44 FEET TO A TIGOT TYPE 1 BRASS DISC FOUND FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 79, AND BEING THE SOUTHEAST CORNER OF A CALLED 0.11 ACRE TRACT DESCRIBED IN VOLUME 236, PAGE 172 (O.P.R.W.C.T.), AND BEING THE SOUTHWEST CORNER OF SAID LOT 6, FROM WHICH A 1/2-INCH IRON ROD WITH LIBLEEABLE CAP FOUND AT AN ANGLE POINT IN THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 79, AND BEING THE SOUTHWEST CORNER OF CABINET 8B, SLIDES 198-199 (O.P.R.W.C.T.), AND BEING THE SOUTHWEST CORNER OF SAID 0.11 ACRE TRACT BEARS, S8907357"W, A DISTANCE OF 48.85 FEET;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 79, IN PART WITH THE EAST LINES OF SAID 0.11 ACRE TRACT AND SAID LOT 25A, AND WITH THE WEST LINE OF SAID LOT 6, N073747"E, A DISTANCE OF 331.82 FEET TO A 1/2-INCH IRON ROD WITH "FOURTEEN-1411" CAP FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING AT THE NORTHEAST CORNER OF SAID LOT 25A;

THENCE, WITH THE COMMON LINE OF SAID LOT 25A AND SAID LOT 6, N807357"W, A DISTANCE OF 307.47 FEET TO A DISTURBED 1/2-INCH IRON ROD FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING THE COMMON WEST CORNER OF SAID LOT 25A AND SAID LOT 6;

THENCE, WITH THE SOUTH LINE OF SAID LOT 6, IN PART WITH THE NORTH LINE OF SAID LOTS 25A & 25B, IN PART WITH THE NORTH LINE OF LOT 2A OF THE RESUBDIVISION OF LOT 2, HUTTO EXCHANGE, RECORDED IN CABINET AA, SLIDES 211-212 (P.R.W.C.T.), AND IN PART WITH THE EAST RIGHT-OF-WAY LINE OF EXCHANGE BOULEVARD (RIGHT-OF-WAY VARIES), THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S90720738"W, A DISTANCE OF 37.48 FEET TO AN 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN EXTERIOR ELL-CORNER HEREOF;
- 2) N073752"W, A DISTANCE OF 188.84 FEET TO AN 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET FOR AN ANGLE POINT HEREOF;
- 3) N073052"W, A DISTANCE OF 21.61 FEET TO A CHISELED "X" FOUND IN CONCRETE FOR THE SOUTHWEST CORNER HEREOF, SAID POINT BEING A CORNER AT THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD AND THE WEST LINE OF SAID LOT 6, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) 115.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, AND A CHORD WHICH BEARS S0747107"W, A DISTANCE OF 15.89 FEET TO A CALCULATED POINT FOR A POINT OF REVERSE CURVATURE HEREOF;
- 2) 183.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, AND A CHORD WHICH BEARS N073847"E, A DISTANCE OF 19.52 FEET TO A MAG NAIL IN ASPHALT FOUND FOR A POINT OF REVERSE CURVATURE HEREOF;
- 3) 381.3 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 450.00 FEET, AND A CHORD WHICH BEARS N071350"E, A DISTANCE OF 85.81 FEET TO A CHISELED "X" FOUND IN CONCRETE FOR A POINT OF NON-TANGENCY HEREOF, SAID POINT BEING AT A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING A NORTHWEST CORNER OF SAID LOT 6;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD AND THE NORTH LINE OF SAID LOT 6, S807407"E, A DISTANCE OF 8.40 FEET TO A 1/2-INCH IRON ROD WITH "4" CAP FOUND FOR AN INTERIOR ELL-CORNER HEREOF, SAID POINT BEING AT A CORNER IN THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, AND BEING THE SOUTHWEST CORNER OF SAID LOT 23 AND SAID WILLIAMSON COUNTY TRACT;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF SAID EXCHANGE BOULEVARD, WITH THE WEST LINE OF SAID WILLIAMSON COUNTY TRACT, AND IN PART WITH THE WEST LINES OF SAID LOTS 23 & 24, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) 125.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, AND A CHORD WHICH BEARS N074707"E, A DISTANCE OF 25.83 FEET TO A 1/2-INCH IRON ROD WITH "4" CAP FOUND FOR A POINT OF TANGENCY HEREOF;
- 2) N093731"E, A DISTANCE OF 151.41 FEET TO A 1/2-INCH IRON ROD WITH "4" CAP FOUND FOR A POINT OF CURVATURE HEREOF;
- 3) 134.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1346.00 FEET, AND A CHORD WHICH BEARS N07277507"E, A DISTANCE OF 134.63 FEET TO AN 1/2-INCH IRON ROD WITH "4WARD BOUNDARY" CAP SET AT A POINT OF TANGENCY HEREOF, AND;
- 4) N093732"E, A DISTANCE OF 97.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.3882 ACRES (797.430 SQUARE FEET) OF LAND, MORE OR LESS.

Doc # 2019031148



RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT AND FINAL PLAT OF A 4.43 ACRE TRACT

Date: 3/19/2019
Project: 09527
Scale: -
Drawn: SMO
Tech: BAP
Field Crew: JBP/ML
Survey Date: AUG. 2017
Sheet: 5 OF 8

PO Box 98878, Austin Texas 78709
WWW.AWEALD.COM (512) 537-2314
TEL: 512.537.2314
F:\00027\00027_PLAT-1075 & 1 AWE-6.dwg

Doc# 2019031147

STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

WE, EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD., A TEXAS LIMITED PARTNERSHIP:
OWNERS OF THE CERTAIN TRACT OF LAND TRACT OF LAND SHOWN HEREON AND DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 4, 5 AND 6 OF THE CO-OP DISTRICT, RECORDED IN DOCUMENT NO. 2018030696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOTS 4, 5 AND 6 CONVEYED TO 420 US 79, LTD. RECORDED IN DOCUMENT NO. 2018044838 (O.P.R.W.C.T.), AND ALL OF A CALLED 4.43 ACRES OUT OF THE NATHANIEL EDWARDS SURVEY, ABSTRACT NO. 226, CONVEYED TO WILLIAMSON COUNTY IN DOCUMENT NO. 2005053311 (O.P.R.W.C.T.), SAID TRACT ALSO BEING A PORTION OF LOTS 53 AND 24, BLOCK A OF HUTTO SQUARE COMMERCIAL LOTS, RECORDED IN CABINET 2, SLIDES 281-282 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.)

AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SURVIVE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS RESUBDIVISION IS TO BE KNOWN AS

RESUBDIVISION OF LOTS 4, 5 & 6 OF THE CO-OP DISTRICT
AND FINAL PLAT OF A 4.43 ACRE TRACT

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20 DAY OF March, 2019

BY: Edward S. Butler
EDWARD S. BUTLER, REPRESENTATIVE OF 420 US 79, LTD.
10095 US 290 EAST
MANKIN, TEXAS 75653

STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF March, 2019

BY, EDWARD S. BUTLER, WITNESS MY HAND AND SEALED IN MY OFFICE, THIS 21st DAY OF March, 2019

Jamie Hisey
NOTARY PUBLIC, THE STATE OF TEXAS
PRINTED NAME: Jamie Hisey MY COMMISSION EXPIRES 10/03/2022



STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

I, JUDT WILLMANN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

19th DAY OF March, 2019

Judt Willmann
JUDT WILLMANN, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 90356
STATE OF TEXAS
90356
5008 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TEXAS 78735
512.872.8696

STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

I, STEVEN M. QUARTE, REGISTERED PUBLIC SURVEYOR NO. 5940, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON August 8, 2017.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, THIS

19th DAY OF March, 2019

Steven M. Quarte
STEVEN M. QUARTE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5940
4040 LAND SURVEYING
2301 WOODWARD STREET, SUITE 2201
AUSTIN, TEXAS 78741
512-537-2384

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
3. A MINIMUM 10 FOOT PUBLIC ACCESS EASEMENT SHALL BE DEDICATED ADJACENT TO ALL PUBLIC RIGHT OF WAY AT SITE DEVELOPMENT PERMIT.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
6. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
WATER: CITY OF HUTTO
WASTEWATER: CITY OF HUTTO
ELECTRIC: ONCOR
GAS (NATURAL OR PROPANE): ATMOS ENERGY/TEXAS COMMUNITY PROPANE
PHONE/CABLE: TIME WARNER CABLE/CENTURY LINK
7. THERE ARE NO AREAS OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 10-14446C CODED, DATED SEPTEMBER 25, 2009.
8. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
9. A PROPERTY OWNER'S ASSOCIATION (POA) WILL BE ESTABLISHED AND IN PLACE PRIOR TO THE FIRST BUILDING CERTIFICATE OF OCCUPANCY BEING ISSUED.
10. ALL OPEN SPACE/DRAINAGE EASEMENTS/PUBLIC UTILITY EASEMENTS WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
11. SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
12. ALL EASEMENTS, COVENANTS AND RESTRICTIONS FROM THE PREVIOUS PLAT (THE CO-OP DISTRICT AND HUTTO SQUARE COMMERCIAL LOTS) SHALL APPLY TO THIS RESUBDIVISION PLAT, EXCEPT AS SHOWN.
13. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNIFIED DEVELOPMENT CODE, PLANNED UNIT DEVELOPMENT, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
14. THE ACCESS EASEMENT DEDICATED IN DOCUMENT NO. 2018070929 IS HEREBY RELEASED PER THIS PLAT.
15. THE DRAINAGE EASEMENT DEDICATED IN DOCUMENT NO. 2018070930 IS HEREBY RELEASED PER THIS PLAT.
16. THE SIGN EASEMENT DEDICATED IN DOCUMENT NO. 2005053311 IS HEREBY RELEASED PER THIS PLAT.
17. CROSS ACCESS IS HEREBY GRANTED FOR LOTS 8 AND 9.

STREET NAMES APPROVED

Austin Park 4/3/19
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE
Teresa Baker
THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE

21 DAY OF March, 2019

Paul Hisey 4/9/19
COURT CLERK DATE
USA L. BROWN CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON | KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 20th DAY OF March, 2019, A.D., AT 10:07 O'CLOCK, P.M., AND DAILY RECORDED THIS 20th DAY OF March, 2019, A.D., AT 10:07 O'CLOCK, P.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. 2019031147.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: Brenda McKeever DEPUTY
Brenda McKeever



**RESUBDIVISION OF
LOTS 4, 5 & 6 OF THE
CO-OP DISTRICT
AND FINAL PLAT OF A
4.43 ACRE TRACT**

LAND DEV
CONSULTING, LLC

4WARD
Land Surveying
L.L.C.

PO Box 30876, Austin Texas 78739
WWW.4WARDS.COM (512) 537-2384
TSPS FORM #0174300 5 OF 8

P:\0007\00070927_PLAT-LOTS 4 & 5 and 6.docx

ORDINANCE NO. O-2020-033

AN ORDINANCE OF THE CITY COUNCIL OF THE OF THE CITY OF HUTTO, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN FOR THE CO-OP PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Co-Op Public Improvement District, (Co-Op PID”), was created pursuant to Texas Local Government Code Chapter 372 by Resolution No. R-18-06-07-9D on June 7, 2018 by the City Council of the City to finance certain Authorized Improvements for the benefit of the 35.1 acres of property in the Co-Op PID; and

WHEREAS, on December 6, 2018 the City Council accepted and approved the 2018 Service and Assessment Plan, (“2018 SAP”), for the Co-Op PID by adopting Ordinance No. O-18-12-06-9A which approved the levy of Special Assessments for Assessed Property within the Co-Op PID and the Assessment Roll; and

WHEREAS, the 2018 SAP identified the Authorized Improvements to be provided by the Co-Op PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the Co-Op PID for the costs of the Authorized Improvements. The City adopted the Assessment Roll identifying the Special Assessments on each Lot or Parcel within the PID, based on the method of assessment identified in the 2018 SAP; and

WHEREAS, on July 3, 2019, the City approved by ordinance the 2019 Annual Service Plan Update for the Co-Op PID. The 2019 Annual Service Plan Update also updated the Special Assessment Roll for 2019; and

WHEREAS, pursuant to Texas Local Government Code Chapter 372, the Service and Assessment Plan must be reviewed and updated annually. Attachment “A” is the annual update of the 2018 SAP for 2020 and this Annual Service Plan Update also updates the Assessment Roll for 2020.

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

SECTION I.

The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION II. Annual Service Plan Update to the Service and Assessment Plan.

The 2018 SAP as accepted, approved, and recorded in the December 6, 2018 minutes is hereby incorporated in this Ordinance as if set forth herein, and the City Council hereby accepts and approves the Annual Service Plan Update, as stated on Attachment "A".

SECTION III. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION IV. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION V. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION VI. Open Meetings Clause

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

SECTION VII. Effective Date

This ordinance shall take effect and be in force as allowed by law and in accordance with the Charter of the City of Hutto, Texas.

THE CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor Pro Tem

By: _____
Holly Nagy, City Secretary

Adopted by the City Council for the City of Hutto, Texas, on first reading on the 14th day of December, 2020.

City Charter Sec. 3.13, Ordinances in General, the requirements for reading on two separate days was dispensed with by affirmative vote of all the City Council members present. Motion made by _____ to dispense with second reading. Motion seconded by _____.

City Council

AGENDA ITEM REPORT



To: City Council

Subject: Consideration and possible action on resolution R-2020-XXX authorizing the City Manager to execute the Wastewater Service Agreement between the City of Hutto and Kelly Lane Utility Company Addendum No. 2. providing a six-month extension and updated wholesale rate to the Wholesale Wastewater Service Agreement and approving a budget amendment to accommodate the revised wholesale wastewater rate.

Meeting: City Council - 17 Dec 2020

Department: Engineering

Staff Contact: Samuel Ray

BACKGROUND INFORMATION:

AIR-20-441 This item is a six month extension for the wholesale wastewater agreement between the City of Hutto and Kelly Lane Utility Company and assumed by the City of Pflugerville. This extension is intended to be the final extension of the wastewater agreement as the City of Hutto has begun construction of a wastewater project to transfer flows covered under this agreement from Pflugerville to Hutto which will be completed in June of 2021. As a condition of this extension the wholesale wastewater rate is being updated from \$30 per month per residence to \$52.82 per month per residence effective January 1st. The revised rate is equal to the rate that the City of Pflugerville charges to new out-of-city wastewater customers.

FINANCIAL IMPACT:

The wastewater agreement extension includes a rate increase that will become effective on January 1st 2021 and will result in an approximate increase of \$12,345.62 per month in payment to the City of Pflugerville. The revised wholesale rate will result in a negative balance of \$20,143.72 in the budgeted amount for this expenditure for the year.

POLICY IMPLICATIONS:

This is the final extension of the wholesale wastewater agreement that upon expiration will save the City of Hutto more than \$200,000 per year in wastewater fees and will allow for continued development in the Cities southwestern wastewater service area including future commercial development along FM 685.

RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. R-2020-146

A RESOLUTION APPROVING WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF HUTTO AND KELLY LANE UTILITY COMPANY ADDENDUM NO. 2 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, on June 9, 1999, Hutto entered into a Wastewater Service Agreement (“Agreement”) with Kelly Lane Utility Company (Company); and

WHEREAS, on November 12, 2002, the City and Company entered into a Participating Agreement wherein the Parties agreed to the terms of a project to provide regional wastewater service in the northeast portion of the City and its extraterritorial jurisdiction, which includes the City of Hutto; and

WHEREAS, the City and Company made application to the Texas Commission on Environmental Quality for transfer of the Company’s CCN to the City effective December 10, 2002; and

WHEREAS, on December 10, 2002, the City and Company entered into a Wholesale Wastewater Service Agreement to provide wastewater service to the area covered by the terms of the Participating Agreement to all customers of Company, which includes the provision of service for Hutto; and

WHEREAS, on November 12, 2019, the City approved a one-year extension of the Agreement through the Wastewater Service Agreement Addendum No. 1 to provide service through January 1, 2021.; and

WHEREAS, the City of Hutto has requested an additional six-month extension of the Agreement.

WHEREAS, both parties are agreeable to this extension.

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

That the Wastewater Service Agreement between the City of Hutto and Kelly Lane Utility Company Addendum No. 2 (Exhibit A) is approved and the City Manager is authorized to execute Addendum No. 2.

CONSIDERED and RESOLVED on this the 17th day of December, 2020.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

EXHIBIT A
WASTEWATER SERVICE AGREEMENT
BETWEEN THE CITY OF HUTTO
AND KELLY LANE UTILITY COMPANY
ADDENDUM NO. 2

This Addendum is effective the 1st day of January 2021, by and between the CITY OF PFLUGERVILLE (“City”), a Texas home-rule municipal corporation, and the CITY OF HUTTO (“Hutto”), a Texas home rule municipal corporation.

WHEREAS, on June 9, 1999, Hutto entered into a Wastewater Service Agreement (“Agreement”) with Kelly Lane Utility Company (Company); and

WHEREAS, on November 12, 2002, the City and Company entered into a Participating Agreement wherein the Parties agreed to the terms of a project to provide regional wastewater service in the northeast portion of the City and its extraterritorial jurisdiction, which include the City of Hutto; and

WHEREAS, the City and Company made application to the Texas Commission on Environmental Quality for transfer of the CCN effective December 10, 2002; and

WHEREAS, on December 10, 2002, the City and Company entered into a Wholesale Wastewater Service Agreement to provide wastewater service to the area covered by the terms of the Participating Agreement to all customers of Company, which includes the provision of service for Hutto; and

WHEREAS, on November 12, 2019, the City of Hutto and the City amended the Agreement to extend the Agreement for one additional year; and

WHEREAS, on June 3, 2020, Hutto notified the City of the status of a Project to transfer wastewater service for the customers within the City of Hutto covered under the Participating Agreement and its interest in extending the Agreement one (1) final time; and

WHEREAS, both parties are agreeable to a final extension of six (6) months. However, the Agreement as amended only provides for extensions for a period of one (1) year.

Now therefore, be it known that the City and Hutto agree to amend the Agreement as follows:

1. Pursuant to Section 6.6 of the Agreement the parties may by written agreement modify any terms and conditions. The parties agree to modify the term of the additional renewal terms from additional periods of one (1) year to additional periods of six (6) months.
2. Pursuant to Section 6.1, the term of the Agreement may be extended if written notice is given within six months of the date of expiration. This Agreement shall then be

renewable for additional periods as agreed to by both parties and formalized in writing. The parties agree to a six-month extension effective January 2, 2021 through July 1, 2021. The parties further agree to modify the Agreement to provide that additional renewal periods require that either party provide written notice to the other party within ninety (90) days of the termination date advising that the party desires to renew the Agreement.

3. Pursuant to Section 2.7.1, Hutto will establish rates and charges for Retail Service to its customers in the Service Area, except that the monthly retail rate to Hutto customers may not exceed \$40. The parties agree to modify the maximum monthly retail rate for Hutto customers from \$40 to \$52.82.
4. Pursuant to Section 2.7.4.6, the party seeking a review and adjustment of the Monthly Rate must so notify the other party in writing between January 1 and March of the calendar year for which the adjustment is sought. The parties agree to modify the Agreement to provide that a party seeking a review and adjustment of the Monthly Rate must so notify the other party in writing at least thirty (30) days before the proposed effective date of the Monthly Rate adjustment.
5. Pursuant to Section 2.7.4.2, the Monthly Rate for the calendar years, 1998 through 2010 and thereafter until changed as hereafter provided is \$30.00 per month for each single-family residence, each living unit in a multi-family residential structure, and each L.U.E. of service attributable to a commercial and industrial customer that is connected to the Collection System. The parties agree to a Monthly Rate of \$52.82 per month for each single-family residence, each living unit in a multi-family residential structure, and each L.U.E. of service attributable to a commercial and industrial customer that is connected to the Collection System for the term starting January 2, 2021 and ending July 1, 2021.

This Addendum No. 2, Addendum No. 1, the Agreement and Wholesale Wastewater Service Agreement shall constitute the sole agreements between City and Hutto relating to the object of this Addendum and correctly set forth the complete rights, duties, and obligations of each party to the other as of its date. All other terms and conditions not specifically amended above shall remain in full force and effect for the duration of this Agreement. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth herein are of no force and effect.

City of Hutto

City of Pflugerville

Warren Hutmacher, City Manager

Sereniah Breland, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

WASTEWATER SERVICE AGREEMENT
ADDENDUM NO. 2
Page 2

Holly Nagy, City Secretary

Karen Thompson, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

RESOLUTION NO. R-2020-144A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A SECTION 505.158 PROJECT AFTER TWO SEPARATE READINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (the “HCDC”) is a Type B Economic Development Corporation organized and operated pursuant to Texas Local Government Code Chapters 501, 502, 504 and 505 (the “Act”); and

WHEREAS, Section 505.158 of the Act defines an authorized “project” for a Type B Economic Development Corporation created by a municipality with a population of 20,000 or less to include . . . expenditures found by the corporation’s board of directors to promote new or expanded business development; and

WHEREAS, the City Council of the City of Hutto, Texas is the governing body who must adopt a resolution authorizing a project under Section 505.158 after giving the resolution at least two readings; and

WHEREAS, the HCDC held a public hearing regarding establishing a project for the Holidays in Hutto (“HIH”) project on December 7, 2020; and

WHEREAS, the HCDC adopted a resolution on December 7, 2020 establishing the HIH Project under Section 505.158 for the partial funding of the HIH event along with the City of Hutto, Texas; and

WHEREAS, the City may have one or both of the required readings on December 17, 2020.

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

Section 1. The items described in the recitals above are found to be true and correct.

Section 2. The City Council of the City of Hutto, Texas approves of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the “HCDC”) establishing a Project under Section 505.158 of the Act for the HIH Project.

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

CONSIDERED AND RESOLVED by the City Council of the City of Hutto on this 17th day of December, 2020.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

RESOLUTION NO. R-2020-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE ESTABLISHMENT OF A SECTION 505.158 PROJECT AFTER TWO SEPARATE READINGS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (the “HCDC”) is a Type B Economic Development Corporation organized and operated pursuant to Texas Local Government Code Chapters 501, 502, 504 and 505 (the “Act”); and

WHEREAS, Section 505.158 of the Act defines an authorized “project” for a Type B Economic Development Corporation created by a municipality with a population of 20,000 or less to include . . . expenditures found by the corporation’s board of directors to promote new or expanded business development; and

WHEREAS, the City Council of the City of Hutto, Texas is the governing body who must adopt a resolution authorizing a project under Section 505.158 after giving the resolution at least two readings; and

WHEREAS, the HCDC held a public hearing regarding establishing a project for the Holidays in Hutto (“HIH”) project on December 7, 2020; and

WHEREAS, the HCDC adopted a resolution on December 7, 2020 establishing the HIH Project under Section 505.158 for the partial funding of the HIH event along with the City of Hutto, Texas; and

WHEREAS, the City may have one or both of the required readings on December 17, 2020.

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

Section 1. The items described in the recitals above are found to be true and correct.

Section 2. The City Council of the City of Hutto, Texas approves of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the “HCDC”) establishing a Project under Section 505.158 of the Act for the HIH Project.

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

CONSIDERED AND RESOLVED by the City Council of the City of Hutto on this 17th day of December, 2020.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

HUTTO COMMUNITY DEVELOPMENT CORPORATION
RESOLUTION NO. R-2020-111

**A RESOLUTION OF THE HUTTO COMMUNITY
DEVELOPMENT CORPORATION BOARD OF DIRECTORS
AUTHORIZING THE AMENDMENT TO ITS BYLAWS AND
REFERRAL TO THE CITY COUNCIL FOR THE CITY OF HUTTO,
TEXAS FOR APPROVAL PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Hutto Economic Development Corporation, Type B dba the Hutto Community Development Corporation (the "HCDC") wishes to now amend its bylaws to allow for more efficient operations and be consistent with Texas Local Government Code Chapters 501, 502, 504 and 505 (the "Act"); and

WHEREAS, Section 501.064 of the Act, requires that amendments to bylaws of a corporation created pursuant to the Development Corporation Act of 1979 be consistent with state law and with the certificate of formation of the corporation; and

WHEREAS, Section 501.064 also required each amendment of the bylaws be approved by the governing body of the corporation's authorizing unit or the City Council of the City of Hutto.

WHEREAS, the HCDC Board of Directors considered and approved the proposed amended bylaws on November 2, 2020 and submitted the bylaws to the City Council for approval;

WHEREAS, the City Council considered the proposed bylaws at its November 19, 2020 meeting, provided comments to the HCDC, did not act on the agenda item to approve the bylaws, instead returning them to HCDC for consideration,

WHEREAS, the HCDC revised the proposed bylaws pursuant to City Council's comments and approved the revised proposed bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Hutto Community Development Corporation of the City of Hutto, Texas that:

I.

The revised proposed amendment of the bylaws of the Hutto Community Development Corporation should be recommended and re-submitted for approval and adoption by the City Council of the City of Hutto, Texas as reflected in "EXHIBIT A" attached hereto.

II.

This Resolution shall be and is hereby cumulative of all other resolutions of the Hutto Community Development Corporation and this resolution shall not operate to repeal or affect any

such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

III.

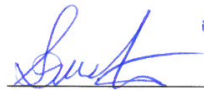
If any section, subsection, sentence, clause, or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

IV.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the Board of Directors of the Hutto Community Development Corporation, and upon approval thereof as prescribed by law.

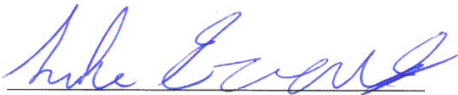
PASSED AND ADOPTED by the Hutto Community Development Corporation on this 11th day of December 2020.

APPROVED



Steven R. Harris, Chairman

ATTEST:



Lucas Evans, Secretary

SECOND AMENDED AND RESTATED BYLAWS OF
THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B
dba HUTTO COMMUNITY DEVELOPMENT CORPORATION
Effective December 11, 2020

Article I: Powers and Purposes.

Section 1.1: Corporate Identity: Offices. The name of the corporation is the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the "Corporation"). The principal office of the Corporation shall be at 500 W. Live Oak Street, Hutto, TX 78634. The Corporation may have other offices as the Board of Directors (the "Board") may determine.

Section 1.2: Powers. In order to implement the purposes for which the Corporation was formed, as set forth in its Articles of Incorporation, the Corporation shall have all the authority and powers of every nature and kind whatsoever, both expressed and implied, which are authorized or permitted by the terms of the Development Corporation Act of 1979, Chapter 501 of the Local Government Code, as amended (the "Act"). The Corporation shall have and may exercise each power and authority enumerated in the Act as if such power and authority were specifically set forth herein; provided the Corporation shall be governed by Chapter 505 of the Local Government Code and any other term or provision of the Act, Chapter 505 of the Local Government Code shall govern and prevail. The Corporation shall have the power and authority to undertake any lawful action not inconsistent with the Act and it shall promote economic development benefitting the City of Hutto, Texas (the "City"), including without limitation promoting industrial, manufacturing, commercial, retail, parks and residential development to encourage employment and the public welfare, both within the City limits and areas outside of the City limits which contribute to the economic welfare of the City. The powers of the Corporation shall include the authority to contract and be contracted with, and absent a conflict with Chapter 505 of the Local Government Code, the power to purchase, lease, sell and mortgage real estate, and to issue obligations for or otherwise finance all or part of the cost of one or more "Projects" as defined by the Act.

Section 1.3: Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of anticipated revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications as shall be in such format as may be prescribed from time to time by Board of Directors of the Corporation. Classifications of expenditures within the budget that are designated as routine ("R") (i.e. items such as salaries, multi-year contractual obligations, debt service payments, routine business expenses, etc.) are authorized for expenditure by the City Council approving the budget in accordance with Texas Local Government Code Section 501.073(a). Classifications of expenditures within the budget that are designated as discretionary (D) (i.e. items such as allocations of unencumbered funds for use in future incentive, performance or funding agreements are appropriated by the City Council approving the budget but any expenditure of such funds must be subsequently approved by the City Council in connection with the specifically identified use or expenditure. The Corporation's fiscal year shall start on

October 1 and end on September 30th of the following calendar year and may be changed or amended by action of the Board with approval by the City Council.

Section 1.4: Books and Records: Review of Financial Statements. The Corporation shall keep correct and complete books and records of all accounts and shall keep minutes of the proceedings of its Board and committees having any of the authority of the Board. All books and records of the Corporation may be inspected by any director, or his or her agent, any attorney representing the Corporation, any member of the City Council, and the City Manager, or such designee as the City Manager so designates, at a mutually reasonable time for the parties involved. The books, records, accounts and financial statements may be maintained for the Corporation by the staff of the City, subject to approval by the Board and City Council, and if so, the Corporation shall pay the City reasonable compensation for such services pursuant to an agreement between the parties.

Section 1.5: Powers in General. The Corporation may exercise all powers granted under the Act consistent with its Certificate of Formation, these amended bylaws and the resolutions and ordinances of the City Council.

ARTICLE II: Board of Directors.

Section 2.1: Appointment, Powers, Number and Term of Office. The Board shall exercise all of the powers of the Corporation, subject to the restrictions imposed by law, the Certificate of Formation, and these Bylaws. The Board shall consist of seven (7) members, each appointed by the City Council for a two (2) year term. At least three (3) directors shall be persons who are not employees, officers, or members of the City Council of the City. No more than four (4) of the seven (7) directors may be City employees or City Council members. So long as the official decennial census reports the City of Hutto, Texas maintains a population of less than 20,000, all directors must be residents of the City or its extraterritorial jurisdiction ("ETJ"). At any time the official decennial census reports the City of Hutto, Texas maintains a population of 20,000 or more, all directors must be residents of the City to ensure compliance with Texas law and to provide the statutorily permissible area residents to have the opportunity to serve as a member of and participate in the activities of the Corporation.

Any director, or all directors, may be removed from office at any time by majority vote of the City Council, for cause or at will. Any vacancy occurring on the Board shall be filled by appointment by majority vote of the City Council. Those filling vacancies shall serve out the term of the seat they are filling. In the event any member of the Board's term expires, but is not yet replaced, such member shall continue serving in the position until a replacement is appointed or removed by action of the City Council.

Section 2.2: Meetings of the Directors in General. The Board shall meet at least once each month and any member of the Board may request that an item be placed on the agenda by providing same in writing, to the Chairman no later than ten (10) days prior to the date of the Board meeting. The Board may hold its meeting at any place authorized by the Act and as the Board may from time to time determine; provided that in the absence of any such determination by the Board, the meeting shall be held at the principal office of the Corporation or at the City Council Chambers of the City. The Board shall conduct its meetings in accordance with all applicable Texas law.

Section 2.3: Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board. Notice of regular meetings need not be given to each Director, but public notice of each meeting shall be given in the manner prescribed by law.

Section 2.4: Special Meetings. Special meetings of the Board shall be held whenever called by the Chairman, by the Secretary or by a majority of the Directors then in office, upon advice of the Corporation's General Counsel or by request of the City Council.

The Chairman or his/her designee shall give or cause public notice to be given of each special meeting. Special notice of each special meeting shall also be given to each Director either by mail, telephone, electronically or in person at least two (2) hours before the meeting. Notice required by law to be given to any other person or entity shall be given in the manner prescribed by law. Except as otherwise provided by law or unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting. At any meeting at which every Director is present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon, except as otherwise provided by law.

Section 2.5: Quorum. A majority of the Directors fixed by these Bylaws shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law. Any member of the Board may request a record vote on any matter to come before the Directors and that record vote will become a part of the minutes.

Section 2.6: Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order from time to time as the Board may determine.

Section 2.7: Compensation of Directors. Directors shall not receive any compensation for their services as Directors except that they may, upon request, be reimbursed for their actual expenses incurred in the performance of their official duties.

Section 2.8 Board Committees. The Board may designate two (2) or more directors to constitute an official committee of the Board to exercise such authority as is delegated and approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by a majority of the full Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 2.9: Advisory Board. The Board may appoint an advisory board or boards to assist the Board and perform such other duties as the Board may from time to time assign to the advisory board. An advisory board shall be made up of no more than seven (7) individuals. At the time the Board creates an advisory board, the Board shall adopt rules and regulations regarding membership of the advisory board. The advisory board may make recommendations to the Board, but all final, official actions of the Corporation shall be exercised only by the Board. The Board shall create a small business,

convention and tourism advisory board which may include board members of the Hutto Chamber of Commerce, in addition to such other advisory boards desired by the Board.

Section 2.10: Texas Open Meetings Act and Texas Public Information Act. Meetings of the Board are subject to the Texas Open Meetings Act, Texas Government Code Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code Chapter 552.

Article III: Officers.

Section 3.1: Titles and Terms of Office. The Officers of the Corporation shall be a Chairman , a Vice Chairman , a Secretary, and a Treasurer, and such person may serve in more than one office, except the Chairman shall not also serve as the Secretary. The Chairman and each other officer of the Corporation shall be appointed by a majority vote of the directors of the Board then in office and shall serve for a term of two (2) years, until his/her successor is elected or appointed, or the Board appoints a successor. On an annual basis, the Board shall either affirm the then serving officers continuing to serve in their offices, or elect new officers for any position, and has the authority to do so either with or without cause.

All officers shall be subject to removal from office with or without cause at any time by a majority vote of the Board or City Council members then in office. A vacancy in any office shall be filled by appointment by the Board.

Section 3.2: Chairman. The Chairman shall be the Chief Executive Officer of the Corporation, and, subject to the control of the Board, the Chairman shall be in general charge of the properties and affairs of the Corporation. The Chairman shall preside at all meetings of the Board in furtherance of the purposes of the Corporation. After the Board acts to grant authority pursuant to Section 2.5 above, the Chairman may sign and execute all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, notes and other instruments in the name of the Corporation.

The Chairman shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or matters incidental to the operation and functions of the Board. The Chairman shall have the authority to appoint ad-hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

The Chairman shall have charge of the corporate books, records, and all records of the securities of which the Treasurer shall have custody, and such other books and papers as the Board may direct, all of which shall during business hours be open to inspection at the principal office of the Corporation.

Section 3.3 Vice- Chairman . The Vice Chairman shall have such powers and duties as may be assigned by the Board and shall exercise the powers of the Chairman during the Chairman's absence or inability to act. Any action taken by the Vice Chairman in the performance of the duties of the Corporation shall be with conclusive evidence of the absence or inability of the Chairman to act at the time such action was taken.

Section 3.4 Secretary. The Secretary shall attest or sign with the Chairman in the Corporation's name all contracts, conveyances, resolutions, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation.

In the absence of the Secretary, the Chairman may appoint any other Board member as Secretary during such absence.

Section 3.5 Treasurer. The Treasurer shall have custody of all funds and securities of the Corporation that come in to his/her hands. When necessary, or proper, the Treasurer may sign or endorse, on behalf of the Corporation for collection or payment of checks, notes and other obligations and shall deposit any funds received to the credit of the Corporation in such bank or banks or depositories as shall be designated by the Board. Whenever required by the Board, the Treasurer shall enter or cause to be entered regularly in the books of the Corporation to be kept by the Treasurer for that purpose full and accurate amounts of all monies received and paid out on account of the Corporation. The Treasurer shall perform all acts incident to the position of the Treasurer subject to the control of the Board. The Treasurer, if required by the Board, shall give such bond for the faithful discharge of his/her duties in such form as the Board may require. Financial accounting for Corporate funds may be delegated to the City as determined by the board and if so, the Corporation shall pay the City reasonable compensation for such services pursuant to an agreement between the parties.

Section 3.6: Compensation. Officers of the Board shall not receive any compensation for their services as Officers except that they may be reimbursed for their actual expenses incurred in the performance of their official duties. The receipts and reports for any expenses shall be reviewed and approved or not approved by the Board before reimbursement is paid to an officer. Any travel will be paid at the then current IRS reimbursement rate.

Article IV: Provisions Regarding Bylaws.

Section 4.1: Effective Date. These Second Amended and Restated Bylaws shall become effective only upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board of the Corporation; and,
- (2) the approval of these Bylaws by the City Council.

Section 4.2: Amendment of Bylaws. These Second Amended and Restated Bylaws may be amended at any time and from time to time, if consistent with state law and the Certificate of Formation, by majority vote of the Board of Directors then in office, but only with the approval by resolution of the City Council.

Section 4.3: Interpretation of Bylaws. These Bylaws shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Second Amended and Restated Bylaws, or the application thereof to a person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Second Amended and Restated Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Second Amended and Restated Bylaws to any other person or circumstance shall not be affected thereby.

Article V: General Provisions.

Section 5.1 Principal Office. The current principal office of the Corporation is at 500 W. Live Oak Street, Hutto, Texas 78634. The Corporation may relocate such principal office and have such other offices as the Board shall determine necessary.

Section 5.2: Seal. The seal of the Corporation shall be as determined by the Board. The Board may determine the Corporation will have no seal.

Section 5.3: Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given to the Board under the Act, the Certificate of Formation or these Second Amended and Restate Bylaws, such notices shall be deemed to be sufficient if given by depositing it for mailing in a post office box or with a private courier in a sealed postpaid wrapper addressed to the person entitled thereto at his/her address, as it appears on the books of the Corporation, and such notice shall be deemed given on the day of such mailing or courier receipt.

Attendance of a member of the Board at a meeting shall constitute waiver of notice of such meeting except where a director attends a meeting for the sole purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A written waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Neither the business to be transacted nor the purpose of any regular or special meeting of the Board need be set forth in any notice to a director of such meeting unless required by the Board. Any notice whatsoever that may be required to be given to the public by law, shall be given in the manner prescribed by law.

Section 5.4: Resignations. Any director or Officer may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Chairman. Absent a written notice of the resignation, the City Council of the City shall cause a notice of the resignation to be provided. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Notwithstanding the effective date, a resigning director shall serve until such time as his/her successor takes office.

Section 5.6: Organizational Control. The Board may, by majority vote and in its sole discretion and at any time, alter or change the structure, organization or activities of the Corporation (including the termination of the Corporation), subject to the Act, any limitation on the impairment of contracts and the approval of the City Council.

Section 5.7: Dissolution of the Corporation. Upon dissolution of the Corporation, title to or other interest in any real or personal property then owned by the Corporation shall vest in the City except and unless otherwise expressly authorized by the City Council.

Section 5.8: Staff and Organizational Management. The Board, in its sole discretion, may hire and terminate employees of the Corporation. Pursuant to an administrative and professional services agreement between the Corporation and the City, the City may provide some staffing and support to the Corporation and pursuant to such an agreement, the Corporation shall reimburse the City for costs and expenses reasonably necessary for such support.

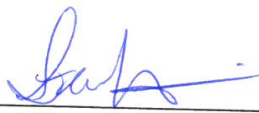
Section 5.9: Indemnification. The Corporation shall indemnify any current or former members of the Board, Officer, or employee of the Corporation, or any other person who may serve at the Corporation's request as a director, officer, or employee of another corporation or

entity in which it owns shares of stock or other ownership interest or of which it is a creditor, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit, or proceeding, whether civil, criminal, arbitral, or investigative in nature, in which such person was, is, or is threatened to be made a named defendant or respondent by reason of being or having been such a director, officer, or employee (whether or not the person is or was such at the time the costs or expenses are incurred by or imposed upon such person) as is required by Section 8.051 of the Texas Business Organizations Code ("TOBC"). The Corporation may indemnify any such person against and for any such expenses or costs and may advance expenses to any such person as is permitted by and according to the terms of Section 8.101 of the TOBC.

Section 5.10: Insurance. The Corporation may at the discretion of the Board purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Certificate of Formation and Second Amended and Restated Bylaws or otherwise, including without limitation directors and officers liability insurance.

The Second Amended and Restated Bylaws of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation were adopted at a duly called meeting of the Board of Directors of the Corporation, held on ^{20 December} November 11, 2020. These Second Amended and Restated Bylaws shall become effective upon the date of their approval by resolution of the City Council of the City of Hutto, Texas.

By: _____



Steven R. Harris, Chairman
Hutto Community Development Corporation

By: _____

Mike Snyder
Mayor Pro Tem, City of Hutto, Texas

RESOLUTION NO. R-2020-111A

A RESOLUTION OF THE CITY OF HUTTO, TEXAS APPROVING THE SECOND AMENDMENT OF THE BYLAWS OF THE HUTTO ECONOMIC DEVELOPMENT CORPORATION, TYPE B dba HUTTO COMMUNITY DEVELOPMENT CORPORATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Hutto Economic Development Corporation, Type B dba Hutto Community Development Corporation (the “Corporation”) is appointed by the Hutto City Council; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Hutto to amend the Corporation’s Bylaws for more efficient operation of the Corporation; and

WHEREAS, the City has the sole authority and discretion per Section 5.6 of the Bylaws, to alter or change the structure, organization, or activities of the Corporation.

WHEREAS, the Corporation’s Board approved a proposed Second Amendment to the Bylaws of the Corporation on November 2, 2020 and submitted the proposed second amendment to the City Council for consideration on November 19, 2020; and

WHEREAS, the City Council did not act on the proposed second amendment, instead returning the proposed amendment to the Corporation to address certain concerns expressed by the City Council; and,

WHEREAS, having revised and approved the proposed Second Amendment to the Bylaws on December 7, 2020, the Corporation resubmitted the proposed Second Amendment for City Council’s consideration.

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

I.

The bylaws of the Hutto Community Development Corporation as amended are hereby approved and adopted by the City Council of the City of Hutto, Texas, as reflected in “EXHIBIT A” attached hereto, as approved by the Hutto Community Development Corporation.

II.

This Resolution shall be and is hereby cumulative of all other resolutions of the City of Hutto, Texas and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of

this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

III.

If any section, subsection, sentence, clause, or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

IV.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Hutto, Texas, and upon approval thereof by the Mayor of the City of Hutto, Texas and publication hereof as prescribed by law.

CONSIDERED AND RESOLVED by the City Council of the City of Hutto on this 17th day of December, 2020.

THE CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

RESOLUTION NO. R-2020-140

**A RESOLUTION OF THE CITY OF HUTTO, TEXAS,
CALLING A SPECIAL ELECTION FOR MARCH 6, 2021,
FOR THE PURPOSE OF FILLING A VACANCY FOR
COUNCILMEMBER PLACE THREE; DESIGNATING
ELECTION PRECINCTS AND POLLING PLACES;
PROVIDING FOR EARLY VOTING; PROVIDING FOR
PERFORMANCE OF REQUIRED ADMINISTRATIVE
DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF
SUCH ELECTION; AND PROVIDING FOR OTHER
MATTERS RELATED TO SUCH ELECTION.**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

CITY OF HUTTO

WHEREAS, pursuant to the provisions of Article XI, Section 11 of the Texas Constitution, the Texas Election Code (as amended), other related statutes, and the City of Hutto Home Rule Charter Section 3.06(c), the City Council of the City of Hutto, Texas, is authorized to call a special election to fill a vacancy in order to submit to the voters of the City a ballot for the election of Councilmember Place Three; and

WHEREAS, the City Council deems it advisable to call such special election to fill a vacancy, and the City Council wishes to order such special election on Saturday, March 6, 2021, for the purpose of electing Council Place Three; and

WHEREAS, the City Council has determined that Saturday, March 6, 2021, is the appropriate date for holding the election to elect the Councilmember Place Three, and that such date allows sufficient time to comply with requirements of law; and

WHEREAS, the City Council wishes to encourage all registered voters in the City to vote in this election; and

WHEREAS, it is hereby officially found and determined that the written public notice of the date, hour, place, purpose and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code (as amended).

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

**Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND
ELECTION JUDGES.**

Election Date. A special election to fill a vacancy for Councilmember Place 3 shall be held in the City of Hutto as prescribed by applicable law between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, March 6, 2021, in accordance with the attached Order of Special Election.

Precincts and Polling Places. For election day voting, the City hereby designates the election precincts and polling places designated by the Williamson County Elections Administrator, and approved by the Williamson County Commissioners Court, for such election day voting.

The City election precincts and polling places designated for holding the election are identified in the attached Order of Special Election, and such attachment is incorporated herein by reference for all purposes.

Election Judges. The Williamson County Elections Administrator is conducting such special election for the City pursuant to terms of an Election Services Contract. The City Council hereby appoints, for the term of such single election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Williamson County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Hutto, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. The City Council hereby appoints the Williamson County Elections Administrator as the Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Williamson County Elections Administrator
Post Office Box 209
Georgetown, Texas 78626-0209

Applications for ballots by mail must be received not later than 5:00 p.m. on Tuesday, February 23, 2021.

Dates for Early Voting. Early voting shall commence on Monday, February 17, 2021, and continue through March 2, 2021, as provided by the Texas Election Code and as shown on attachments hereto.

Places for Early Voting. Early voting shall be conducted by personal appearance and by mail at the early voting polling places designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being February 17, 2021, through March 2, 2021, the hours designated for early voting by personal appearance shall be those designated in the attached Order of Special Election.

Section 4. EARLY VOTING BALLOT BOARD.

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Williamson County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

Pursuant to the Election Code and the applicable Election Services Contract, the Williamson County Elections Administrator shall be appointed as Custodian of Election Records.

Section 6. CANDIDATES FILING PERIOD.

In accordance with Section 201.054(c) of the Election Code, the deadline for filing an application for a place on the ballot for this special election to fill a vacancy is hereby declared to be 5:00 p.m., Sunday, January 3, 2021.

Section 7. VOTERS.

All resident, qualified voters of the City of Hutto, Texas shall be entitled to vote at the election.

Section 8. NOTICE.

Posting. Notice of this special election to fill a vacancy, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than the twenty-first (21st) day before the date of the election and shall remain posted through election day.

Publication. Notice of this special election to fill a vacancy, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not more than thirty (30) days and not less than ten (10) days prior to the date of the election.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 9. VOTING DEVICES.

Electronic voting systems and corresponding voting devices and equipment may be used in conducting the election. The Williamson County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq.*, as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Constitution, the Texas Election Code, any other applicable statutes, and the City of Hutto's Home Rule Charter.

Section 11. ELECTION RESULTS.

The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on March 6, 2021. The official canvass, tabulation and declaration of the results of the special election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

The provisions of this Resolution are severable; and in case any one or more of the provisions of this Resolution or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Resolution nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

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

RESOLVED on this the ____ day of _____.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST

Holly Nagy, City Secretary

**ORDER OF SPECIAL ELECTION
CITY OF HUTTO, TEXAS**

A Special Election is hereby ordered to be held on March 6, 2021 for the purpose of electing Council Place 3 to fill the vacancy due to the resignation of former Councilmember Place 3, Mike Snyder.

Applications for a place on the ballot will be accepted beginning December 18, 2020, and must be received no later than 5:00 p.m. on January 3, 2021.

On Election Day, the Special Election shall be held at the City polling places for the precincts designated by the Williamson County Elections Administrator and approved by the Williamson County Commissioners Court, all as are shown on Exhibit "A", which is incorporated herein by reference and made a part hereof for all intents and purposes. The polls at the designated polling places shall on said Election Day be open from 7:00 a.m. to 7:00 p.m.

The Williamson County Election Administrator is hereby appointed as the Early Voting Clerk and Custodian of Election Records. The presiding judge(s) for each of said polling places are as designated by the Election Administrator, and such presiding judge(s) are hereby authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Early voting by personal appearance will be conducted at the locations and times as designated in Exhibit "B" which is incorporated herein by reference and made a part hereof for all intents and purposes.

Applications for a ballot by mail shall be mailed to:

Williamson County Elections Administrator
P.O. Box 209
Georgetown, Texas 78627-0209

Applications for ballot by mail must be received no later than the close of business on Tuesday, February 23, 2021.

Issued this the ____ day of _____.

Mike Snyder, Mayor Pro Tem
City of Hutto, Texas

EXHIBIT “A”

ELECTION DAY POLLING PLACES

EXHIBIT “B”

EARLY VOTING SCHEDULE

RESOLUCIÓN NRO. R-2020-140

UNA RESOLUCIÓN DE LA CIUDAD DE HUTTO, TEXAS, PARA CONVOCAR UNA ELECCIÓN ESPECIAL PARA EL 6 DE MARZO DE 2021, CON EL PROPÓSITO CUBRIR UNA VACANTE PARA CONCEJAL LUGAR TRES; DESIGNAR PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; DISPONER LA VOTACIÓN ANTICIPADA; DISPONER LA EJECUCIÓN DE LAS OBLIGACIONES ADMINISTRATIVAS REQUERIDAS; DISPONER LA CELEBRACIÓN DE DICHA ELECCIÓN; Y DISPONER OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN.

ESTADO DE TEXAS

CONDADO DE WILLIAMSON

CIUDAD DE HUTTO

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**MEDIANTE LA PRESENTE SE
INFORMA A TODOS:**

EN VISTA DE QUE, en conformidad con las disposiciones de la Sección 11 del Artículo XI de la Constitución de Texas, del Código Electoral de Texas (y sus enmiendas), de otras leyes relacionadas, y de la Sección 3.06(c) de la Carta Orgánica de Gobierno Autónomo de la Ciudad de Hutto, el Consejo Municipal de la Ciudad de Hutto, Texas, está autorizado a convocar una elección especial para cubrir una vacante a fin de presentarles a los votantes de la Ciudad una boleta de votación para la elección de un Concejal Lugar Tres; y

EN VISTA DE QUE, el Consejo Municipal considera aconsejable convocar dicha elección especial para cubrir una vacante, y el Consejo Municipal desea ordenar dicha elección especial para el sábado 6 de marzo de 2021, con el fin de elegir un Concejal Lugar Tres; y

EN VISTA DE QUE, el Consejo Municipal ha determinado que el sábado 6 de marzo de 2021 es la fecha adecuada para celebrar la elección para elegir un Concejal Lugar Tres, y que tal fecha permite tiempo suficiente para cumplir con los requisitos que exige la ley; y

EN VISTA DE QUE, el Consejo Municipal desea animar a todos los votantes registrados de la ciudad a votar en esta elección; y

EN VISTA DE QUE, por la presente se halla y determina oficialmente que se colocó el aviso público escrito con la fecha, la hora, el lugar, el propósito y el asunto de la asamblea en la cual se adoptó esta Resolución y que dicha asamblea estuvo abierta al público según lo requiere la ley en todos los momentos durante los que se debatieron y consideraron esta Resolución y su asunto y se actuó formalmente respecto de ellos, todo esto de acuerdo a lo requerido por la Ley de Asambleas Públicas, Capítulo 551 del Código de Gobierno de Texas (y sus enmiendas).

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE HUTTO, TEXAS, RESUELVE QUE:

Sección 1. FECHA DE LA ELECCIÓN, PRECINTOS Y LUGARES DE VOTACIÓN, Y JUECES DE LA ELECCIÓN.

Fecha de la elección. Se celebrará una elección especial para cubrir una vacante para Concejal Lugar Tres en la Ciudad de Hutto según lo prescrito por la ley pertinente en el horario de 7:00 a.m. a 7:00 p.m. el sábado 6 de marzo de 2021, de acuerdo a la Orden de Elección Especial adjunta.

Precintos y lugares de votación. Para votar el día de la elección, por la presente la Ciudad designa los precintos electorales y lugares de votación designados por el Administrador de Elecciones del Condado de Williamson, y aprobados por el Tribunal de Comisionados del Condado de Williamson, para votar dicho día de elección.

Los precintos electorales y los lugares de votación de la Ciudad designados para celebrar la elección están identificados en la Orden de Elección Especial adjunta, adjunto que se incorpora a la presente por referencia para todo fin.

Jueces de la elección. El Administrador de Elecciones del Condado de Williamson se encargará de dicha elección especial para la Ciudad en conformidad con los términos de un Contrato de Servicios Electorales. Por la presente el Consejo Municipal designa para el término de dicha única elección, al o a los jueces presidentes y al o a los jueces alternos de la elección a aquellas personas designadas por el Administrador de Elecciones del Condado de Williamson.

Sección 2. FUNCIONARIOS ELECTORALES.

Por la presente se autoriza al juez presidente de la elección a designar a la cantidad de funcionarios electorales necesaria para asistir a la celebración adecuada de la elección, y dichos funcionarios electorales serán votantes habilitados de la Ciudad de Hutto, Texas. Si el juez presidente de la elección normalmente designado se encarga de celebrar la elección, entonces el juez presidente alterno de la elección será designado para actuar como uno de los funcionarios. La designación de dichos funcionarios incluirá una persona con fluidez en el idioma español para actuar como funcionario que asista verbalmente en español a cualquier votante que requiera dicha asistencia en las casillas electorales el día de la elección.

Sección 3. VOTACIÓN ANTICIPADA.

Oficial de Votación Anticipada. Por la presente el Consejo Municipal designa al Administrador de Elecciones del Condado de Williamson como Oficial de Votación Anticipada. La dirección postal del Oficial de Votación Anticipada a la cual se pueden enviar las solicitudes de boletas y las boletas para votar por correo es la siguiente:

Williamson County Elections Administrator
Post Office Box 209
Georgetown, Texas 78626-0209

Las solicitudes de boletas de votación por correo deben recibirse a más tardar a las 5:00 p.m. del martes 23 de febrero de 2021.

Fechas para votación anticipada. La votación anticipada comenzará el 17 de febrero de 2021, y seguirá hasta el 2 de marzo de 2021, inclusive, según lo dispuesto por el Código Electoral de Texas y como se muestra en los adjuntos a este documento.

Lugares para votación anticipada. La votación anticipada en persona y por correo se realizará en los lugares para votación anticipada designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson.

Horarios para votación anticipada. Durante el periodo en que la votación anticipada es requerida o permitida por ley, siendo este desde el 17 de febrero de 2021 hasta el 2 de marzo de 2021, inclusive, los horarios designados de votación anticipada en persona serán aquellos designados en la Orden de Elección Especial adjunta.

Sección 4. CONSEJO DE BOLETAS DE VOTACIÓN ANTICIPADA.

Por la presente se crea un Consejo de boletas de votación anticipada para procesar los resultados de la votación anticipada, y por la presente la Ciudad designa al juez presidente del Consejo de boletas de votación anticipada según lo designado por el Administrador de Elecciones del Condado de Williamson. Dicho juez presidente designará un mínimo de otros dos (2) miembros habilitados para fungir en dicho Consejo.

Sección 5. CUSTODIO DE LOS REGISTROS DE LA ELECCIÓN.

En conformidad con el Código Electoral y el Contrato de Servicios Electorales correspondiente, el Administrador de Elecciones del Condado de Williamson será designado como Custodio de los registros de la elección.

Sección 6. PERÍODO PARA PRESENTACIÓN DE CANDIDATURAS.

De acuerdo con la Sección 201.054(c) del Código Electoral, por la presente se declara que la fecha límite para presentar una solicitud para un lugar en la boleta de votación para esta elección especial para cubrir una vacante es el domingo 3 de enero de 2021 a las 5:00 p.m.

Sección 7. VOTANTES.

Todos los votantes habilitados, residentes de la Ciudad de Hutto, Texas, tendrán derecho a votar en la elección.

Sección 8. AVISO.

Colocación. El aviso de esta elección especial para cubrir una vacante, incluida una traducción al español del mismo, se dará a través de la colocación de la documentación

correspondiente en el tablero de anuncios utilizado para colocar avisos de las asambleas del Consejo Municipal, y el mismo será colocado no después del vigésimo primer (21.^{er}) día antes del día de la elección y permanecerá colocado hasta el día de la elección inclusive.

Publicación. El aviso de esta elección especial para cubrir una vacante, incluida una traducción al español del mismo, se publicará una vez en un periódico de circulación general en la Ciudad, publicación que debe aparecer no más de treinta (30) días y no menos de diez (10) días antes de la fecha de la elección.

Autorización al Secretario de la Ciudad. Por la presente se autoriza e instruye al Secretario de la Ciudad a publicar y colocar los avisos requeridos de la manera y durante los periodos de tiempo que exige la ley.

Sección 9. APARATOS DE VOTACIÓN.

Se pueden usar sistemas de votación electrónica y los correspondientes dispositivos y equipos de votación para llevar a cabo la elección. El Administrador de Elecciones del Condado de Williamson también puede usar una estación central de conteo de acuerdo a lo dispuesto por la Sección 127.000 y siguientes, y sus enmiendas, del Código Electoral de Texas.

Sección 10. CELEBRACIÓN EN CONFORMIDAD CON LAS LEYES.

En todos los aspectos substantivos, la elección se celebrará en conformidad con las disposiciones pertinentes de la Constitución de Texas, del Código Electoral de Texas, de cualquier otra ley pertinente, y de la Carta Orgánica de Gobierno Autónomo de la Ciudad de Hutto.

Sección 11. RESULTADOS DE LA ELECCIÓN.

El Administrador de Elecciones del Condado de Williamson llevara a cabo una tabulación no oficial de los resultados al cierre de las casillas electorales el 6 de marzo de 2021. El Consejo Municipal realizara el escrutinio, la tabulación y la declaración oficiales de los resultados de la elección especial en una asamblea ordinaria o extraordinaria del Consejo Municipal celebrada en conformidad con las disposiciones del Código Electoral de Texas.

Sección 12. DISPOSICIONES VARIAS.

Las disposiciones de esta Resolución son divisibles y, en caso de que una o más de las disposiciones de esta Resolución o la aplicación de ellas a alguna persona o circunstancia se determinasen inválidas, inconstitucionales o inefectivas para alguna persona o circunstancia, entonces el resto de esta Resolución de todos modos será válida y la aplicación de dicha disposición invalida a personas o circunstancias distintas de aquellas que para las que se determine invalida no se verá afectada por esto.

Por la presente el Consejo Municipal halla y declara que se colocó el aviso escrito con la fecha, la hora, el lugar y el asunto de la asamblea en la cual se adoptó esta Resolución y que dicha asamblea estuvo abierta al público según lo requiere la ley en todos los momentos durante los que se

debatieron y consideraron esta Resolución y su asunto y se actuó formalmente respecto de ellos, todo esto en conformidad con la Ley de Asambleas Publicas, Capitulo 551 del Código de Gobierno de Texas (y sus enmiendas) y según lo requerido por la misma.

RESUELTO este día ___ de noviembre de 2020.

CITY OF HUTTO, TEXAS

Mike Snyder, Alcalde Pro Tem

ATESTIGUA:

Holly Nagy, Secretaria de la Cuidad

ORDEN DE ELECCIÓN ESPECIAL CIUDAD DE HUTTO, TEXAS

Por la presente se ordena que se celebre una Elección Especial el 6 de marzo de 2021 con el fin de elegir un Concejal Lugar Tres para cubrir la vacante producida por la renuncia del anterior Concejal Lugar Tres, Mike Snyder.

Las solicitudes de un lugar en la boleta de votación serán aceptadas a partir del 18 de diciembre de 2020 y deben ser recibidas antes de las 5:00 p.m. del 3 de enero de 2021.

El Día de Elección, la Elección Especial se llevará a cabo en los lugares de votación de la Ciudad para los precintos designados por el Administrador de Elecciones del Condado de Williamson y aprobados por el Tribunal de Comisionados del Condado de Williamson, todo como se muestra en el Anexo "A", que se incorpora a este documento por referencia y pasa a formar parte del mismo para todo fin y propósito. Las casillas de votación en los lugares de votación designados estarán abiertas de 7:00 a.m. a 7:00 p.m. dicho Día de Elección.

Por la presente se designa al Administrador de Elecciones del Condado de Williamson como Oficial de Votación Anticipada y Custodio de los registros de la elección. El o los jueces presidentes de cada uno de dichos lugares de votación serán los designados por el Administrador de Elecciones, y por la presente se autoriza a dicho o dichos jueces presidentes a designar funcionarios electorales adicionales (no menos de dos y no más de seis) para asistir en la celebración de dicha elección.

La votación anticipada en persona se llevará a cabo en los lugares y horarios como se designan en el Anexo "B" que se incorpora a este documento por referencia y pasa a formar parte del mismo para todo fin y propósito.

Las solicitudes de una boleta de votación por correo deben ser enviadas a:

Williamson County Elections Administrator
P.O. Box 209
Georgetown, Texas 78627-0209

Las solicitudes de boletas de votación por correo deben ser recibidas no más tarde que al cierre del horario de oficina del 23 de febrero de 2021.

Emitido este día ___ de noviembre de 2020.

ANEXO “A”

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN

ANEXO “B”

PROGRAMA DE VOTACIÓN ANTICIPADA

RESOLUTION NO. R-2020-147

A RESOLUTION OF THE CITY OF HUTTO, TEXAS APPROVING THE FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, TEXAS AND WLH COMMUNITIES-TEXAS, LLC FOR THE EMORY CROSSING FORMERLY HUTTO 315 BY AMENDING THAT DEVELOPMENT AGREEMENT DATED SEPTEMBER 21, 2017 BETWEEN, RSI COMMUNITIES – TEXAS, LLC, THE DEVELOPER’S PREDECESSOR-IN-INTEREST, AND THE CITY OF HUTTO, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AND RESTATED AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into a First Amended and Restated Development Agreement with WLH Communities- Texas to establish development and infrastructure improvements and standards for the Emory Crossing Project formerly Hutto 315 by amending that development agreement dated September 21, 2017, between, RSI Communities – Texas, LLC, the developer’s predecessor-in-interest, and the City of Hutto, Texas; and

WHEREAS, the City Council desires to authorize the City Manager to execute the First Amended and Restated Development Agreement, attached as Exhibit A;

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the First Amended and Restated Development Agreement, attached as Exhibit “A”, a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 17th day of December, 2020.

ATTEST:

Holly Nagy, City Secretary

Mike Snyder, Mayor Pro Tem

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

(EMORY CROSSING - F/K/A HUTTO 315)

This Amended and Restated Development Agreement (“**Agreement**”) is made and entered into this _____ day of December, 2020 (the “**Effective Date**”) by and between the City of Hutto, Texas, a municipal corporation (the “**City**”) and WLH Communities -Texas, LLC, a Delaware limited liability company (the “**Developer**”). The City and Developer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.” Terms not otherwise defined herein shall have the meanings given in Appendix I.

RECITALS

WHEREAS, Developer intends to develop two certain tracts of land, known as the Wallin Family parcel (136 acres) and the Overton-Wolter parcel (181 acres), more particularly described on Exhibit A attached hereto (the “**Property**”);

WHEREAS, Developer desires to design, engineer and construct wastewater, roadway and other improvements to, on and through the Property, as more particularly described on Exhibit B attached hereto (the “**Project**”);

WHEREAS, the City desires to participate in certain costs related to the Project;

WHEREAS, the Developer’s predecessor-in-interest, RSI Communities – Texas, LLC (“**RSI**”) and the City previously entered into that Development Agreement dated September 21, 2017 (the “**Original Development Agreement**”) that contained several concepts and terms that the Parties desire to clarify;

WHEREAS, since the approval of the Original Development Agreement, (i) the City Council approved PUD zoning for the Property pursuant to Resolution No. 0-18-06-21-8C (the “**PUD**”), (ii) the City Council authorized the formation of the Hutto 315 Public Improvement District (n/k/a the “Emory Crossing Public Improvement District”, the “**District**”) pursuant to Resolution No. R-18-06-07-9B on June 7, 2018 (the “**PID Creation Resolution**”) in accordance with the PID Act, and (iii) the Developer has completed the construction of the Wastewater Line and is awaiting City acceptance; and

WHEREAS, the Parties desire to amend and replace the Original Development Agreement to clarify certain concepts and terms and, among other things, to reflect the current status of the Project, actions taken since the Original Development Agreement was executed, and provide for the Developer’s commitment to pay the Community Benefit Fee (defined below) upon the satisfaction of certain conditions.

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I PROJECT DESCRIPTION

- 1.1 Purpose. The purpose of the Project is to design, engineer and construct the following:
- (a) a Wastewater Line and associated facilities, as defined in Section 1.2(a) of this Agreement and as otherwise agreed upon by Developer and City, as shown in Exhibit C attached hereto;
 - (b) roadways to and through the Project, as mutually agreed that are needed for development of the Property and to provide an east-west neighborhood collector as shown on Exhibit B ; and
 - (c) associated facilities and other improvements, as mutually agreed upon by the Parties.

Future Arterial A, as shown in Exhibit B, is not included in the scope of this Project.

1.2 Wastewater Line.

- (a) The Project will include the extension and replacement of an existing wastewater trunk line (“**Wastewater Line**”) located near CR 119 and Limmer Loop.
- (b) The Wastewater Line size, construction methods and specifications shall be mutually agreed upon in writing by Developer and City and the Wastewater Line built in accordance with City approved plans.

1.3 Roadways.

- (a) The following roadways shall be constructed (“**Roadways**”):
 - i. at a minimum, a two (2) lane neighborhood collector with a middle turning lane and two (2) landscaped medians at the entrances to the Project at C.R.119 and F.M. 1660 (the “**Neighborhood Collector**”). Each of the landscaped medians will be no longer than five-hundred feet (500’) in length. The Neighborhood Collector shall extend east from the extension of C.R. 119 through the property to F.M. 1660 and a single landscaped round-a-bout at the central intersection; and
 - ii. such additional internal roadways as may be mutually agreed upon in writing by Developer and City.
- (b) The location and specifications for the Roadways are attached hereto as Exhibit B, as may be updated by the Parties (“**Roadway Specifications**”).

- 1.4 Parks and Landscaping. Developer shall construct parks and other improvements in the parks as mutually agreed upon in writing by Developer and City (“**Other Improvements**”). The Wastewater Line, Roadways and Other Improvements may sometimes be collectively referred to as the “**Infrastructure**”.

ARTICLE II
PROJECT COSTS

- 2.1 Defined. Project Costs shall include costs of design, engineering, surveying, material, labor, grading, trenching, paving, erosion control and other costs related to construction of the Project (the “**Project Costs**”).
- 2.2 Developer Costs. Developer Costs are those Project Costs incurred by Developer.
- 2.3 Reimbursements and Fee Waivers by City.
- (a) Wastewater Line Reimbursements. City shall pay to Developer costs incurred for the Wastewater Line in an amount not to exceed Three Million Dollars (\$3,000,000) (the “**Wastewater Line Reimbursement**”), which shall be paid in a lump sum to Developer within thirty (30) days following the City’s receipt of project engineer’s letter of substantial completion and City approval of construction, which approval shall not be unreasonably withheld, conditioned or delayed.
 - (b) Wastewater Line Bids. Developer will solicit three (3) bids for the Wastewater Line.
- 2.4 Fee Waivers and requirements: City shall waive the following fees and requirements:
- i. All Parkland dedication or related fees.
 - ii. Traffic Impact Analysis requirement and any future Transportation Impact Fees.
 - iii. City is responsible for coordinating with Jonah with regard to water and wastewater agreements and shall reserve, or cause to be reserved, all necessary LUEs for the Project.
- Notwithstanding the above, a traffic study dated August 2, 2017 was prepared by HDR and provided to the City. Prior to the issuance of the first series of PID Bonds, Developer agrees to engage HDR (or another licensed traffic engineer) to prepare an updated traffic impact analysis for the Project (the “**Updated TIA**”) based upon the scope agreed to by Developer and the City. The Updated TIA will be provided to the City upon its completion. Developer shall incur no further construction obligations based on the Updated TIA nor shall Developer be required to pay any additional Transportation Impact Fees. Developer will be deemed to have met its obligations by engaging the traffic engineer to prepare the Updated TIA and providing the Updated TIA to the City.
- 2.5 Public Improvement District: Pursuant to the PID Creation Resolution, the District has been formed. Concurrently herewith, the City will use its best efforts to approve that certain Hutto 315 (a/k/a Emory Crossing) PID Financing and Reimbursement Agreement (“**PEA**”) that sets forth the terms, conditions and parameters for the levy of PID assessments and bond issuance matters and also includes the preliminary Service and Assessment Plan

(“**SAP**”) agreed to by the Parties. As stated in the PFA, the City will use its best efforts to levy PID assessments for Improvement Area #1 (as defined in the PFA) on or before February 18, 2021 and issue PID Bonds covering Improvement Area #1 on or before February 18, 2021 (“**IA#1 Conditions**”). The process for levying future PID assessments and issuing future PID Bonds are detailed in the PFA. As also provided in the PFA, the PID Bonds for each Improvement Area shall have a term of no less than thirty-five (35) years and the PID assessments shall have a total tax rate equivalent (including the annual PID installment) of \$3.15 (“**PID Parameters**”)

ARTICLE III DEVELOPER COVENANTS

- 3.1 Design and Construction of Wastewater Line. Developer has designed and constructed the Wastewater Line.
- 3.2 Neighborhood Collector. The Neighborhood Collector may be phased with the development.
- 3.3 Neighborhood Plan. City agrees that, in the Neighborhood Plan and/or Planned Unit Development, there will be no masonry requirements for the detached condominium, townhouse, townhome or attached row house home types.
- 3.4 Community Benefit Fee. Developer hereby agrees to pay Two Million and No/100 Dollars (\$2,000,000.00), (the “**Community Benefit Fee**”) to the City as follows:
 - (i) \$500,000 shall be paid within ten (10) business days after the City’s approval of the levy of PID assessments for Improvement Area #1;
 - (ii) \$500,000 shall be paid within ten (10) business days after the City’s approval of the levy of PID assessments for Improvement Area #2 (as defined in the PFA);
 - (iii) \$500,000 shall be paid within ten (10) business days after the City’s approval of the levy of PID assessments for Improvement Area #3(as defined in the PFA); and
 - (iv) \$500,000 shall be paid within ten (10) business days after the City’s approval of the levy of PID assessments for Improvement Area #4(as defined in the PFA).

If the City thereafter refuses or fails to authorize the issuance of PID Bonds meeting the PID Parameters for the applicable Improvement Area for which PID assessments were levied, the Developer shall not be required to pay the Community Benefit Fee for any future Improvement Area until such PID Bonds are issued.

- 3.5 Project Completion. Developer shall diligently and in good faith continue construction of the Infrastructure until Project Completion, as defined below.

“Project Completion” means the day on which the following have been satisfied:

- i. the Infrastructure and any other improvements have been substantially completed in accordance with the plans and specifications therefore as evidenced by a certificate of substantial completion from the City Engineer's Office;
- ii. all governmental authorities having jurisdiction have issued certificates of completion or their equivalent, as applicable; and
- iii. all bills for the Project have been paid, are not yet due and payable or are being contested in good faith through appropriate proceedings.

ARTICLE IV CITY COVENANTS

- 4.1 Reimbursements. City shall provide the Wastewater Line Reimbursement and fee waivers in accordance with Sections 2.3 and 2.4 of this Agreement.
- 4.2 Right-of-Way Acquisition. Prior to commencement of construction, City shall obtain at its cost and expense all necessary off-site right-of-way for the Wastewater Line and the Neighborhood Collector. The City shall use all means necessary to obtain such right-of-way, including, without limitation, the power of eminent domain. The Developer shall reimburse the City for the City's reasonable cost and expense obligations for such right-of-way acquisitions, including reasonable appraisal fees and legal fees.
- 4.3 Approval of Permits. City shall approve such permits as required for the Project, in accordance with City rules and regulations. City will provide expedited review and approval for development and building permits at applicant's expense.
- 4.4 Approvals from Jonah. City shall assist Developer in obtaining all necessary approvals from Jonah.
- 4.5 Wastewater Capacity. City has reserved necessary wastewater capacity (LUEs) in the Wastewater Line to meet the Project's needs. The City holds the water and wastewater certificates of convenience and necessity to provide retail water and wastewater service to the Property. The City acknowledges that it has capacity to serve the full development of the Property with continuous and adequate water and wastewater service. In the event the City is unable or unwilling at any time to provide continuous and adequate water and wastewater service for the development of the Property contemplated by this Agreement, the City agrees that the Property may obtain retail water and wastewater service from an alternative provider. The City agrees that the utility rates for the development within the Property shall not exceed the lowest retail water rate and lowest retail wastewater rate charged by the City for other property located within the City's corporate limits.
- 4.6 Zoning. City has previously approved the PUD.
- 4.7 Application of Community Benefit Fee. The City hereby agrees that the Community Benefit Fee paid by the Developer to the City shall be used solely for the design and

construction of traffic improvements and traffic related facilities identified in the Updated TIA.

ARTICLE V
[RESERVED]

ARTICLE VI
TERM

- 6.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until the later to occur of: (a) Project Completion as provided under Section 3.5 of this Agreement, the Wastewater Line Reimbursement has been paid to Developer and the PFA has been entered into, or (b) the date this Agreement is otherwise earlier terminated pursuant to the terms hereof.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Developer.

- (a) Authorization. Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Delaware with authority to perform its obligations under this Agreement.
- (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Developer is a party or by which Developer may be bound.
- (c) Execution. The execution and delivery by Developer of, and Developer's performance under, this Agreement are within Developer's powers and have been duly authorized by all requisite organizational action. The Person executing this Agreement on behalf of Developer has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms.
- (d) Litigation. Developer has not received written notice and has no actual knowledge of any litigation pending or threatened against Developer that might adversely affect the Property or the Project or Developer's ability to perform its obligations under this Agreement.

7.2 Representations and Warranties of City.

- (a) Authorization. The City is a municipal corporation with full right and authority to enter into this Agreement and to consummate the transactions described in this Agreement.

- (b) Performance. Performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which the City is a party or by which the City may be bound.
- (c) Execution. The execution and delivery of, and the City's performance under, this Agreement are within the City's powers and have been duly authorized by all requisite municipal action. Each of the Persons executing this Agreement on behalf of the City is duly authorized to do so. This Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.
- (d) Conflict. As of the Effective Date, there are no City requirements, standards, moratoria, or interim development controls that are in conflict with the express provisions of this Agreement.

ARTICLE VIII PERFORMANCE ASSURANCES

8.1 Intentionally Deleted.

8.2 Performance, Payment and Maintenance Bonds. The Developer or the Developer's contractor shall obtain performance and payment bonds as required by Chapter 2253, Public Work Performance and Payment Bonds, of the Texas Government Code. After inspection and prior to acceptance of public improvements by the City that benefit the Project, the Developer or the Developer's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX INSURANCE AND INDEMNIFICATION

9.1 Insurance.

- (a) General. Developer shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:
 - i. Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of One Million and No/100 Dollars (\$1,000,000) bodily injury for each accident, One Million and No/100 Dollars (\$1,000,000) bodily injury by disease policy limit and One Million and No/100 Dollars (\$1,000,000) bodily injury by disease each employee. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the Commencement of Construction of any portion of the Improvements or the Public Improvements.

- ii. Automobile Liability Insurance for all owned, non-owned, and hired motor vehicles, which Developer, or its agents or contractors on Developer's behalf, will utilize with respect to the Property in a minimum amount of One Million and No/100 Dollars (\$1,000,000) combined single limit.
- iii. Commercial General Liability policy with a minimum limit of One Million and No/100 Dollars (\$1,000,000) per occurrence for bodily injury and/or property damage, products and completed operations with a minimum aggregate of One Million and No/100 Dollars (\$1,000,000) and blanket contractual coverage, independent contractors' coverage and explosion, collapse and underground (X, C & U) coverage.
- iv. For contractors/subcontractors providing professional services under this Agreement, Engineers' Professional Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000) per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.
- v. For work that involves asbestos or any Hazardous Materials or pollution, the following will be in addition to the other insurance required hereunder:
 - a. Asbestos abatement endorsement or pollution coverage to the Commercial General Liability policy with minimum bodily injury and property damage limits of One Million and No/100 Dollars (\$1,000,000) per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of One Million and No/100 Dollars (\$1,000,000). This policy cannot exclude asbestos or any Hazardous Materials or pollution and shall provide "occurrence" coverage without a sunset clause.
 - b. Pollution coverage as required by state or federal law requiring an MCS 90 endorsement with a Five Million and No/100 Dollars (\$5,000,000) limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of ten thousand (10,000) pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of One Million and No/100 Dollars (\$1,000,000) or an endorsement to their Commercial General Liability Insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other Hazardous Materials. The endorsement must, at a minimum, provide a One Million and No/100 Dollars (\$1,000,000) limit of liability and cover events

caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

The insurance required under this subsection will only be required concerning the entity which is actually performing such work. For example, if Developer's contractor (instead of Developer) is performing such work, the contractor, not Developer, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the Commencement of Construction of any portion of the Improvements or the Public Improvements.

- (b) Special Requirements. Developer will not cause any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to Sections 9.1(a)(i), (ii) and (iii) of this Agreement, insurance coverage is to be written by companies duly authorized to do business in the State of Texas at the time the policies are issued and will be written by companies with an A.M. Best rating of AVII or better or otherwise acceptable to the City. Additionally, with respect to Sections 7.1(a)(i), (ii) and (v) of this Agreement, all policies will contain a provision in favor of the City waiving subrogation or other rights of recovery against the City, to the extent available under Legal Requirements, and will be endorsed to provide the City with a 30-day notice of cancellation. The City will be an additional insured as its interests may appear on the Commercial General and Automobile Liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. Developer will submit a certificate of insurance to the City providing evidence of insurance coverage required by this Agreement. Developer will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such contractors' insurance certificates evidencing the insurance coverages required hereunder.
- (c) Additional Insured. All endorsements, waivers, and notices of cancellation as well as the certificate of insurance shall indicate the City as an additional insured and be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify Developer in writing.
- (d) Cost. Developer shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by Developer (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the certificate of insurance. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of Developer or the City under this Agreement.

9.2 Indemnification.

- (A) Indemnity. **DEVELOPER WILL INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND**

AGENTS HARMLESS FROM, AND REIMBURSE THE CITY AND ITS RESPECTIVE OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS FOR AND WITH RESPECT TO, ALL THIRD PARTY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES AND COURT COSTS (EACH A “CLAIM”) WHICH ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST THE CITY OR ITS RESPECTIVE PAST, PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO THE EXTENT ANY SUCH CLAIM ARISES FROM OR IN CONNECTION WITH (I) ANY DEVELOPER EVENT OF DEFAULT, AND (II) THE CONSEQUENCES OF ANY ALLEGED, ESTABLISHED OR ADMITTED ACT OR OMISSION OF DEVELOPER OR ANY AGENTS, CONTRACTORS, REPRESENTATIVES OR EMPLOYEES OF DEVELOPER.

- (b) Claims. If the City notifies Developer of any Claim for which Developer has an obligation under Section 9.2(a) above, Developer shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by Developer but reasonably satisfactory to the City; provided, that the City has the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such Claim involves Developer and the City, and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to Developer, then the City has the right to select separate counsel (reasonably approved by Developer) to participate in the investigation and defense of and response to such Claim on its own behalf, and Developer shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. If any Claim arises as to which the indemnity provided for in this Section applies, and Developer fails to assume the defense of the City within 20 days after being notified in writing of the Claim, then the City may contest (or settle, with the prior written consent of Developer, which consent will not be unreasonably withheld, conditioned or delayed) the Claim at Developer’s expense using counsel reasonably selected by the City; provided, that if any such failure by Developer continues for 30 days or more after Developer is notified thereof, no such contest need be made by the City and settlement or full payment of any Claim may be made by the City without Developer’s consent and without releasing Developer from any obligations to the City under this Section so long as, in the written opinion of reputable counsel to the City, the settlement or payment in full is clearly advisable. So long as Developer does not admit liability or agree to affirmative obligations on behalf of the City, Developer is authorized to settle a Claim for itself and the City.
- (c) Release. Other than to the extent caused by a City Event of Default, Developer hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City or any agents, contractors, representatives or employees of the City, **INCLUDING ALL**

CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY, but excluding Claims to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

ARTICLE X
DEFAULTS; REMEDIES; TERMINATION

- 10.1 Default by Developer. The occurrence of any one or more of the following shall be an event of default by Developer ("**Developer Event of Default**"):
- (a) Failure to Pay. Developer fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days of written notice thereof from the City.
 - (b) Abandonment or Suspension. Following commencement of construction, Developer voluntarily abandons or substantially suspends such construction for more than sixty (60) consecutive days, subject to Force Majeure.
 - (c) Failure to Perform Obligations. Without limiting any other provision of this Section, Developer fails to perform any other obligations or duties provided in this Agreement, subject to Force Majeure, after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand by the City to Developer to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, Developer fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred twenty (120) days after the date of the written demand.
 - (d) Insurance. Developer fails to maintain the insurance required under Section 9.1 of this Agreement.
 - (e) Assignment. Developer violates the terms of Section 11.2 of this Agreement.
 - (f) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Developer, either in a proceeding brought by Developer or in a proceeding brought against Developer, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or Developer consents to or acquiesces in such appointment or possession; Developer files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (all of the foregoing collectively, "**Applicable Bankruptcy Law**") or an involuntary petition for relief is filed against Developer under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming Developer is entered under any Applicable Bankruptcy Law, or any composition,

rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by Developer.

10.2 Default by City. The occurrence of any one or more of the following shall be an event of default by City ("**City Event of Default**"):

- (a) Failure to Pay. City fails to pay any amount required to be paid hereunder when due and such failure continues for a period of sixty (60) days written notice thereof from Developer.
- (b) Failure to Perform Obligations. Without limiting any other provision of this Section, City fails to perform any other obligations or duties provided in this Agreement after the time for any cure or expiration of any grace period specified therefor, or if no such time is specified, within thirty (30) days after the date of written demand by the Developer to City to perform such obligation and duty, or in the case of a default not susceptible of cure within thirty (30) days, City fails promptly to commence to cure such default and thereafter to prosecute diligently such cure to completion within a reasonable time, but in no event longer than one hundred twenty (120) days after the date of the written demand.
- (c) Receiver and Bankruptcy. A receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of City, either in a proceeding brought by the City or in a proceeding brought against the City, and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or the City consents to or acquiesces in such appointment or possession; the City files a petition for relief under Applicable Bankruptcy Law or an involuntary petition for relief is filed against the City under any Applicable Bankruptcy Law and such petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming the City is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by the City.

10.3 City Remedies. Upon the occurrence and during the continuance of a Developer Event of Default, in addition to any other remedies at law or in equity, the City may pursue the remedies set forth below:

- (a) Specific Performance. The City may institute an action for specific performance, to the extent permitted by Legal Requirements.
- (b) Damages. The City may pursue a claim against Developer for actual, but not punitive or consequential, damages.
- (c) Tolling of Other Obligations. The City may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the Developer Event of Default existed.

- 10.4 Developer Remedies. Upon the occurrence of a City Event of Default, in addition to any other remedies at law or in equity, Developer may pursue the remedies set forth below:
- (a) Termination of the Project. Developer may terminate its obligations under this Agreement.
 - (b) Specific Performance. Developer may institute an action against the City for specific performance, to the extent permitted by Legal Requirements.
 - (c) Damages. Developer may pursue a claim against the City for actual, but not punitive or consequential, damages.
 - (d) Tolling of Other Obligations. Developer may toll performance of its obligations under this Agreement and any required time for performance thereof will be extended by the number of days the City Event of Default existed.

In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

- 10.5 Cumulative Rights/Remedies. The rights and remedies of the Parties to this Agreement are cumulative and the exercise by either Party of any one or more of such remedies will not preclude the exercise by it, at the same or a different time, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition to its own obligation under this Agreement will be considered a waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party. Notwithstanding anything contained herein to the contrary, no Event of Default hereunder shall entitle the aggrieved Party to recover consequential, special or punitive damages of any kind, and City and Developer hereby waive any and all such claims against the other.

ARTICLE XI MISCELLANEOUS

- 11.1 Notices. All notices and other communications hereunder shall be in writing and, shall be delivered by hand delivery, expedited courier delivery or mailed (if mailed, by registered or certified mail, return receipt requested, postage prepaid) addressed as follows, and shall be effective upon actual delivery if delivered by hand or by expedited courier delivery or, if mailed, three days after deposit in the United States mail:

If to Developer, to:

WLH Communities – Texas, LLC
810 Hesters Crossing Rd., Suite 235

Round Rock, Texas 78681
Attn: Michael Slack
Email: mslack@taylormorrison.com
Phone: (512) 532-2127

With a copy to:

Metcalf Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attn: Talley J. Williams
Email: twilliams@mwswtexas.com
Phone: (512) 404-2234

If to the City, to:

City Manager
500 W Live Oak Street
Hutto, TX 78634
Attn: Warren Hutmacher
Email: warren.hutmacher@huttotx.gov
Phone: (512) 759-4030

With a copy to:

Alan Bojorquez
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759
Email: dottie@texasmunicipallawyers.com
Phone: (512) 250-0411

Any party may change its address for receiving notice by giving notice of a new address in the manner herein provided; however, if mailed, notice of such new address will be effective only upon actual receipt by the other party.

- 11.2 Independent Contractor. Developer is an independent contractor with respect to the Project and is not serving as the employee or agent of the City. Nothing contained in this Agreement shall be construed as creating or constituting any partnership, joint venture, employment or agency between the Parties. Each of Developer and the City has sole authority and responsibility to employ, discharge and otherwise control its own employees, and the respective employees of Developer and the City are not, and shall not be deemed to be, employees of the other. Neither Party has the right or power to bind or obligate the other Party for any liabilities or obligations without the prior written consent of the other Party.

- 11.3 Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable such that the intention of the Parties is effected as closely as is possible.
- 11.4 Construction of Agreement. This Agreement has been reviewed and revised by legal counsel for both Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 11.5 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the Parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- 11.6 No Waiver. The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations.
- 11.7 Governing Law; Venue. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (A) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (B) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (C) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.
- 11.8 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE

TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

- 11.9 Attorney's Fees. Should any legal action be brought by either Party because of a breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and such other costs as may be found by the court or arbitrator.
- 11.10 Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all Persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto.
- 11.11 Successors and Assigns. Except as provided in this Section, this Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the City and Developer, and where the terms "**Developer**" or "**the City**" are used in this Agreement, they mean and include their respective permitted successors and assigns. If any Party hereto assigns its interest herein as permitted hereby, the assigning party will not be released from its obligations hereunder, except to the extent it obtains a written release from the beneficiary party to such obligations, which such beneficiary party may give or withhold in its sole and absolute discretion.
- 11.12 Assignment. Developer shall have the right to assign or subcontract any or all of its obligations under this Agreement without the written consent of City. Assignment shall not relieve Developer from any of the obligations of this Agreement or of any order (whether written or oral) between City and Developer. Any such assignee or subcontractor shall be considered the agent of Developer and, as between the Parties hereto, Developer shall be and remain liable as if no such assignment or subletting had been made. Force Majeure. Either Party hereto shall have the right to suspend performance of an obligation due to a Force Majeure Event which interferes with such Party's ability to act in a manner necessary to perform its obligations hereunder. If the Force Majeure Event is beyond the reasonable control of the Party invoking this section, and if such Party shall have used its commercially reasonable efforts to mitigate such effects, and such Party shall have given written notice to the other Party, then the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. No Party can assert a Force Majeure Event based on an event or condition caused by that Party. Any state or federal

regulatory, statutory or constitutional prohibition or limit on City's ability to use eminent domain to assist the Developer is not a Force Majeure Event.

- 11.13 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered by the Parties, the City and Developer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at such time or times as may be necessary or appropriate under this Agreement any and all further lawful acts, deeds, and assurances as are reasonably necessary or appropriate to consummate and implement the transactions and agreements reasonably contemplated hereby.
- 11.14 No Personal liability of public officials or the City. To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.
- 11.15 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by either of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed
- 11.16 Time. Time is of the essence of this Agreement. In computing the number of days in a time period all days will be counted excluding the day of the event that triggers the period, including Saturdays, Sundays and Legal Holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or Legal Holiday.
- 11.17 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any non-party other than as to insurance, indemnity, defense, and hold harmless.
- 11.18 Survival. The following sections and provisions survive any expiration, termination or rescission of this Agreement but only consistent with the terms of Article VII of this Agreement and only for four years after the PID Projects are accepted by the City. To the extent there is a conflict between this Section 10.15 and Article VII of this Agreement, then the terms of Article VII shall control.

Section 9.1 - Insurance;

Section 9.2 - Indemnity;

Section 8.2 – Performance, Payment and Maintenance Bonds; and

Article VII - Representations and warranties of the Parties.

- 11.19 No Boycott of Israel. If applicable, if the contractor employs 10 or more full-time employees and the contract has a value of \$100,000 or more, contractor shall comply with the provisions of Section 2270.001(2), Government Code that the contractor does not

- 11.20 HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form (“Disclosure of Interested Parties”) at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Agreement until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.
- 11.21 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under Applicable Laws.
- 11.22 Titles and Headings. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated.
- 11.23 Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of
- 11.24 Amendment and Restatement. This Agreement amends and restates in its entirety and supersedes the Original Development Agreement.

[SIGNATURE PAGE FOLLOWS]

City

CITY OF HUTTO, a Home-Rule Municipal corporation

By: Warren Hutmacher
City Manager

Date: _____

Attest: _____
Holly Nagy, City Secretary

Date: _____

APPENDIX I

DEFINED TERMS

1. “**Agreement**” means this Development Agreement.
2. “**Applicable Bankruptcy Law**” has the meaning given in Section 10.1(f).
3. “**City**” means the City of Hutto, Texas, a municipal corporation.
4. “**Claim**” has the meaning given in Section 9.2(a).
5. “**Developer**” means WLH Communities—Texas, LLC.
6. “**Effective Date**” has the meaning given in the introductory paragraph.
7. “**Force Majeure**” means acts of God, strikes, lockouts or other industrial disturbances, shortages of labor or materials, war, acts of public enemies, terrorism, orders of any kind of the government of the United States, the State of Texas, Williamson County, Texas, City of Hutto, or any other civil or military authority, insurrections, riots, pandemics, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, other natural disasters, a party not receiving a governmental permit, license, approval or inspection in time to meet a contractual time period imposed hereunder provided that party, in good faith, was diligent in the application or request for and prosecution of the process to obtain that permit, license, approval or inspection, restraint of government and people, civil disturbances, explosions, acts or omissions of either party (or a subdivision thereof) to this Agreement or other causes not reasonably within the control of the party claiming such inability (except that in no event shall Force Majeure include (a) financial inability to perform unless such event, act or cause results primarily from the occurrence of a Force Majeure event described above, or (b) acts of the party claiming such inability, or a subdivision thereof, including without limitation any ordinances, regulations, orders or similar action by such party or a subdivision thereof).
8. “**Hazardous Materials**” means any substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Legal Requirements or common law, as “hazardous substance,” “hazardous material,” “hazardous waste,” “acutely hazardous,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) or derivatives thereof. “Hazardous Materials” also include, without limitation, those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).
9. “**Jonah**” has the meaning given in Section 1.2(a)(iii).
10. “**Legal Requirements**” means mean applicable restrictive covenants, service extension requests, zoning ordinances, and building codes; access, health, safety, environmental, and natural

resource protection laws and regulations and all other applicable federal, state, and local laws, statutes, ordinances, rules, design criteria, regulations, orders, determinations and court decisions.

11. “**Party**” and “**Parties**” have the meaning given in the introductory paragraph.

12. “**Other Improvements**” has the meaning given in Section 1.4.

13. “**Person**” means an individual, corporation, partnership, limited liability company, unincorporated organization, association, joint stock company, joint venture, trust, estate, real estate investment trust, government, agency or political subdivision thereof or other entity, whether acting in an individual, fiduciary or other capacity.

14. “**Project**” has the meaning given in the second recital.

15. “**Project Completion**” has the meaning given in Section 3.1(a)

16. “**Property**” has the meaning given in the first Recital.

17. “**Roadways**” has the meaning given in Section 1.3(a).

18. “**Wastewater Line**” has the meaning given in Section 1.2(a).

EXHIBIT A

PROPERTY

(see following page)

133.617 Acre Tract

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT No. 186, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 136 ACRE TRACT OF LAND CONVEYED TO WALLIN MANAGEMENT COMPANY, LLC, BY DEED RECORDED IN DOCUMENT No. 2003064874 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, LESS THAT 2.785 ACRE TRACT OF LAND CONVEYED TO STATE OF TEXAS BY DEED RECORDED IN VOLUME 476, PAGE 591 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set on the west line of F. M. 1660, at the northwest corner of said 2.785 Acre Tract, being also at the southeast corner of 62.956 Acre Tract of land conveyed to Marvin and Iola Strum by deed recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas and on the north line of said 136 Acre Tract;

THENCE with the west line of said F. M. 1660, same being the west line of said 2.785 Acre Tract, the following four courses:

1. S.21°08'27"E. a distance of 580.93 feet to a broken TXDOT concrete monument found;
2. S.21°57'15"E. a distance of 1,624.14 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Southerly, along the arc of said curve to the right a distance of 568.31 feet, said curve having a radius of 1,106.28 feet, a central angle of 29°26'00", and a chord bearing S.07°14'15"E., 562.08 feet to a 1/2" iron rod set;
4. S.07°24'10"W. a distance of 125.82 feet to a cotton spindle found on the south line of said 136 Acre Tract, at the northeast corner of Hutto-parke Section 7, according to the plat thereof recorded in Document No. 2013003893 of the Official Public Records of Williamson County, Texas, same being the northeast corner of a 10' wide road dedication of said plat;

THENCE along the south line of said 136 Acre Tract, and along the north line of said Hutto-parke Section 7 the following two courses:

1. N.83°16'26"W. a distance of 1,792.21 feet to a 1/2" iron rod set;
2. N.83°10'04"W. a distance of 918.68 feet, at the southwest corner of said 136 Acre Tract, same being the southeast corner of a 181.329 Acre Tract of land conveyed to Patsy Louise Overton by deed recorded in Document No. 2013031396 of the Official Public Records of Williamson County, Texas, from which point a 1/2" iron rod found bears N.53°42'13"E., 1.30 feet;

THENCE N.21°17'36"W. along the west line of said 136 Acre Tract and the east line of said 181.329 Acre Tract a distance of 1,589.30 feet to a 1" galvanized pipe found at the northwest corner of said 136 Acre Tract and at the southwest corner of said 62.956 Acre Tract;

THENCE N.68°47'22"E. along the north line of said 136 Acre Tract and the south line of said 62.956 Acre Tract a distance of 2,572.08 feet to the said Point of Beginning.

Containing 133.617 acres, more or less, as shown on the survey attached.


J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

2630-900-101 WALLING TRACT.RTF

181.663 Acres

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT No. 186, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 181.329 ACRE TRACT OF LAND CONVEYED TO PATSY LOUISE OVERTON BY DEED RECORDED IN DOCUMENT No. 2013031396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found at the northwest corner of Lot 113, Block C. Hutttopark Section 7, according to the plat thereof recorded in Document No. 2013003893 of the Official Public Records of Williamson County, Texas, being also at the northeast corner of a 103.111 Acre Tract of land conveyed to Harry Hansson by deed recorded in Document No. 2006074636 of the Official Public Records of Williamson County, Texas and at an angle point in the south line of 181.329 Acre Tract;

THENCE S.68°08'47"W. along the south line of said 181.329 Acre Tract and the north line of said 103.11 Acre Tract a distance of 2,120.90 feet to a 1/2" iron rod set at the southwest corner of said 181.329 Acre Tract, and the northwest corner of said 103.111 Acre Tract;

THENCE N.22°26'10"W. along the west line of said 181.329 Acre Tract a distance of 1,614.45 feet to a 1/2" iron rod found at the southeast corner of a 57.895 Acre Tract of land conveyed to Ventana Hill, LTD by deed recorded in Document No. 2007068155 of the Official Public Records of Williamson County, Texas;

THENCE N.21°06'07"W. along the west line of said 181.329 Acre Tract and the east line of said 57.895 Acre Tract a distance of 1,137.50 feet to a 3/8" iron rod found at the northwest corner of said 181.329 Acre Tract, being also the southwest corner of a 44.37 Acre Tract of land conveyed to Ronald and Janice Smith by deed recorded in Volume 2267, Page 016 of the Official Records of Williamson County, Texas;

THENCE along the north line of said 181.329 Acre Tract and the south line of said 44.37 Acre Tract the following two courses:

1. N.68°31'55"E. a distance of 722.81 feet to a 1/2" iron rod set;
2. N.68°39'21"E. a distance of 983.13 feet 1/2" iron rod set at the southeast corner of said 44.37 Acre Tract and at the southwest corner of a 170.00 Acre Tract of land conveyed to Peterson Family Trust by deed recorded in Document No. 2011056854 of the Official Public Records of Williamson County, Texas;

THENCE N.68°19'38"E. along the north line of said 181.329 Acre Tract and the south line of said 170.00 Acre Tract a distance of 1,138.56 feet to a 1-1/2" iron pipe found at the northeast corner of said 181.329 Acre Tract and at the northwest corner of a 62.956 Acre Tract of land conveyed to Marvin and Iola Strum by deed recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas;

THENCE S.21°17'36"E. along the east line of said 181.329 Acre Tract and in part along the west line of said 62.956 Acre Tract and along the west line of a 136 Acre Tract of land conveyed to Wallin Management Company, LLC by deed recorded in Document No. 2003064874 of the Official Public Records of Williamson County, Texas, (pass at a distance of

181.663 Acres

1,523.86 feet a 1" galvanized pipe found at the southwest corner of said 62.956 Acre Tract, being also the northwest corner of said 136 Acre Tract) in all a distance of 3113.15 feet; to a point in the north line of said Hutto Park Section 7 at the southwest corner of said 136 Acre Tract, at the southeast corner of said 181.329 Acre, from which a 1/2" iron rod found bears N.53°42'13"E., 1.30 feet;

THENCE N.83°10'04"W. along the south line of said 181.329 Acre Tract and the north line of said Hutto Park Section 7, a distance of 788.38 feet to the said Point of Beginning.

Containing 181.663 acres, more or less, as shown on the survey attached.


J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



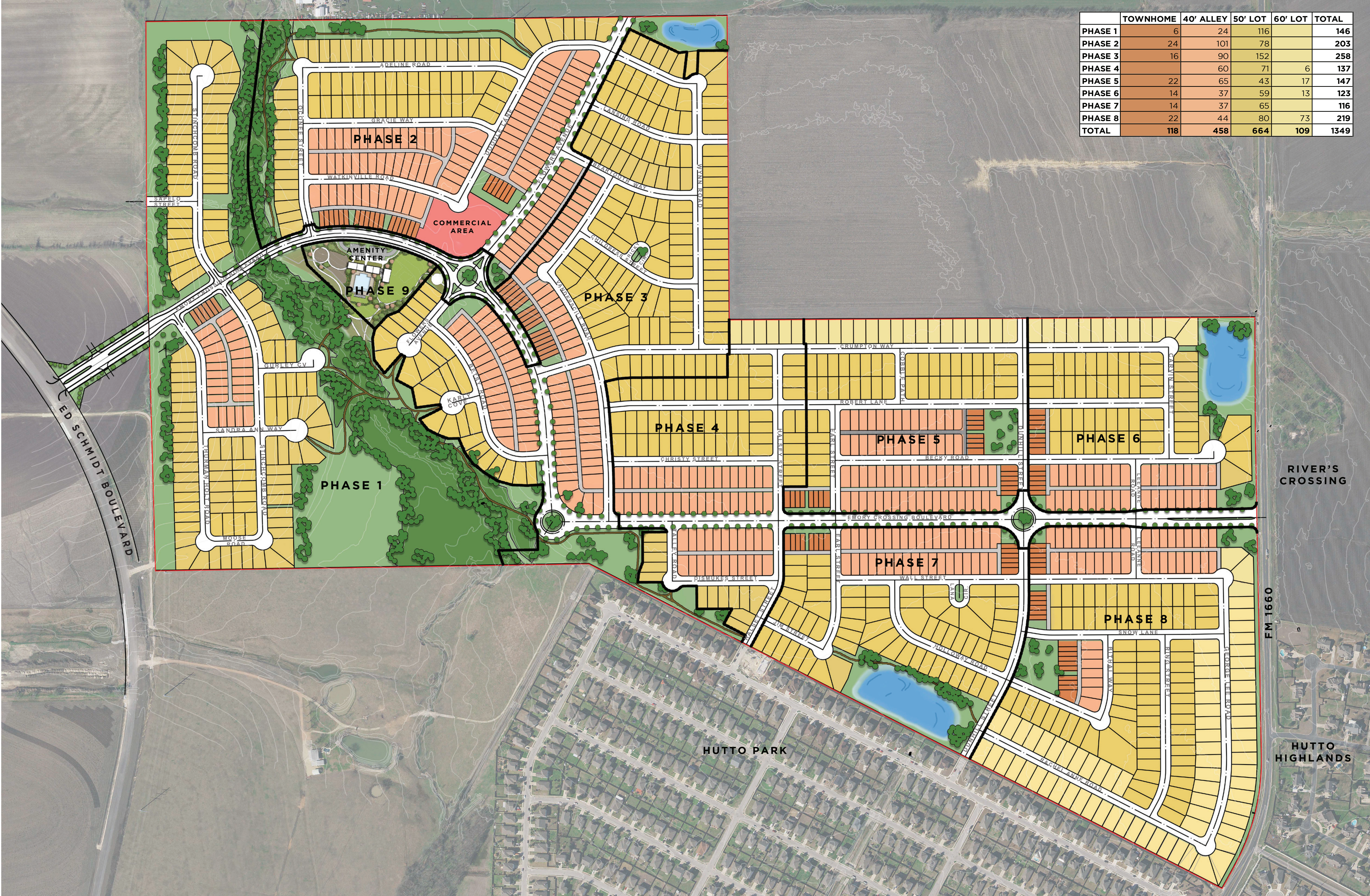
RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400

All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

EXHIBIT B

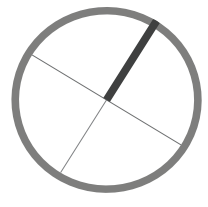
PROJECT

(see following page)



	TOWNHOME	40' ALLEY	50' LOT	60' LOT	TOTAL
PHASE 1	6	24	116		146
PHASE 2	24	101	78		203
PHASE 3	16	90	152		258
PHASE 4		60	71	6	137
PHASE 5	22	65	43	17	147
PHASE 6	14	37	59	13	123
PHASE 7	14	37	65		116
PHASE 8	22	44	80	73	219
TOTAL	118	458	664	109	1349

EMORY CROSSING
ILLUSTRATIVE MASTER PLAN
DRAFT - AUGUST 6, 2020



050100200400

PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

EXHIBIT C

WASTEWATER LINE

[WILL BE REPLACED WITH UPDATED EXHIBIT SHOWING WASTEWATER LINE
ROUTE]

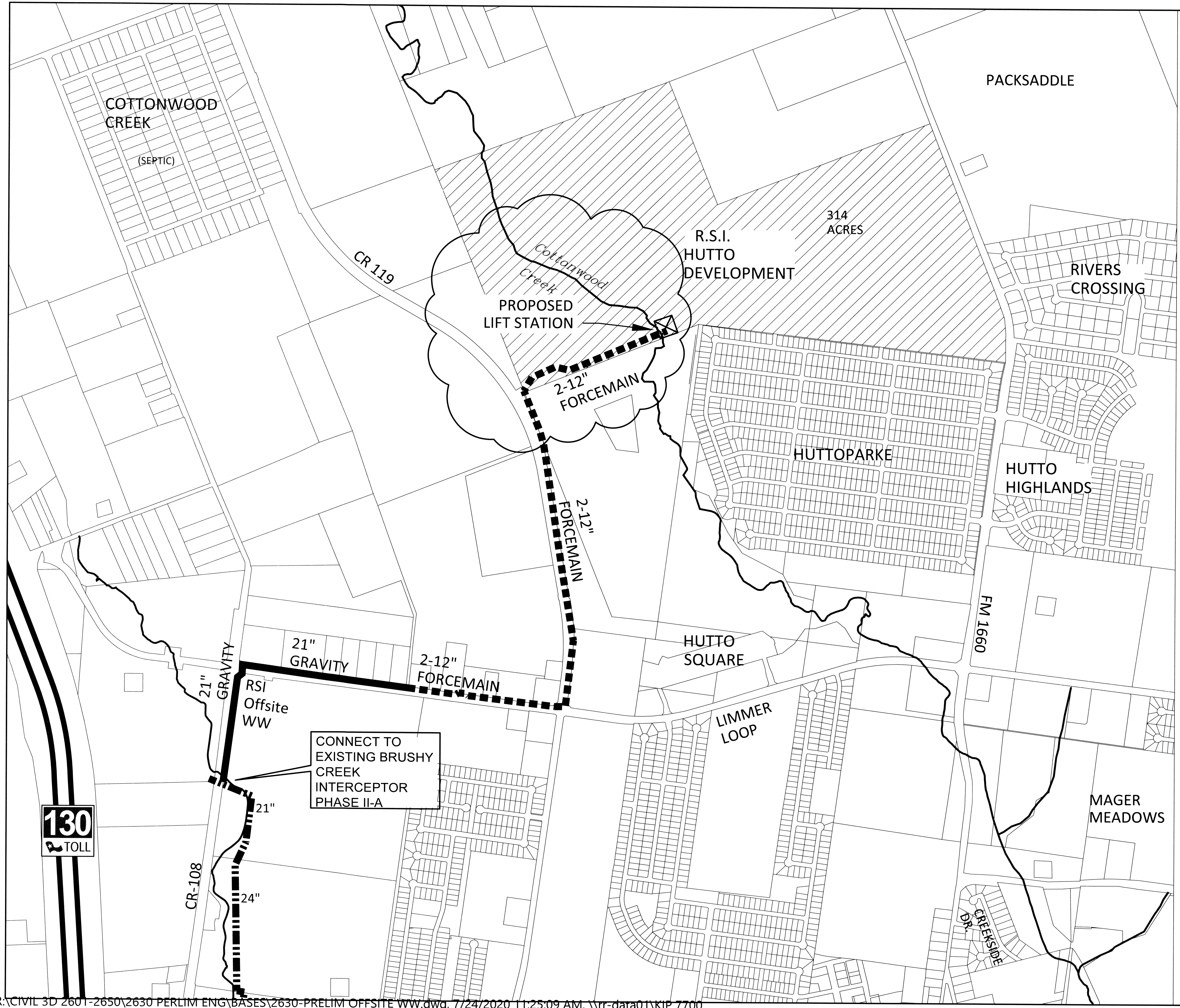
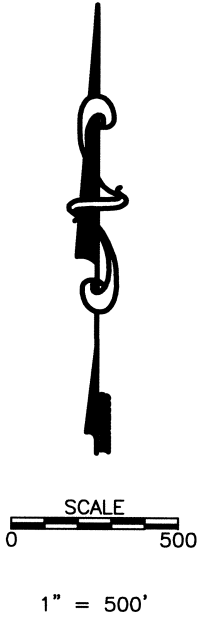
(see following page)

OFFSITE
WASTEWATER
LAYOUT

REVISED PRELIMINARY PLAT OF
EMORY CROSSING
WILLIAMSON COUNTY, TEXAS

LEGEND

PROPOSED FORCE MAIN
PROPOSED GRAVITY SEWER
EXIST. BRUSHY CREEK INTERCEPTOR PHASE II-A



DATE: JULY 23, 2018 SCALE: 1" = 1000'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

SHEET 7 OF 8 SHEETS F-10015400

R:\CIVIL 3D\2601-2650\2630 PERLIM ENG\BASES\2630-PRELIM OFFSITE WW.dwg, 7/24/2020 11:25:09 AM, \\rr-data01\KIP 7700

RESOLUTION NO. R-2020-149

A RESOLUTION OF THE CITY OF HUTTO, TEXAS APPROVING THE EMORY CROSSING PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #1) BY AND BETWEEN THE CITY OF HUTTO, TEXAS AND WLH COMMUNITIES-TEXAS, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into a Public Improvement District Reimbursement Agreement with WLH Communities- Texas for Emory Crossing Improvement Area #1; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Public Improvement District Reimbursement Agreement, attached as Exhibit A;

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Public Improvement District Reimbursement Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

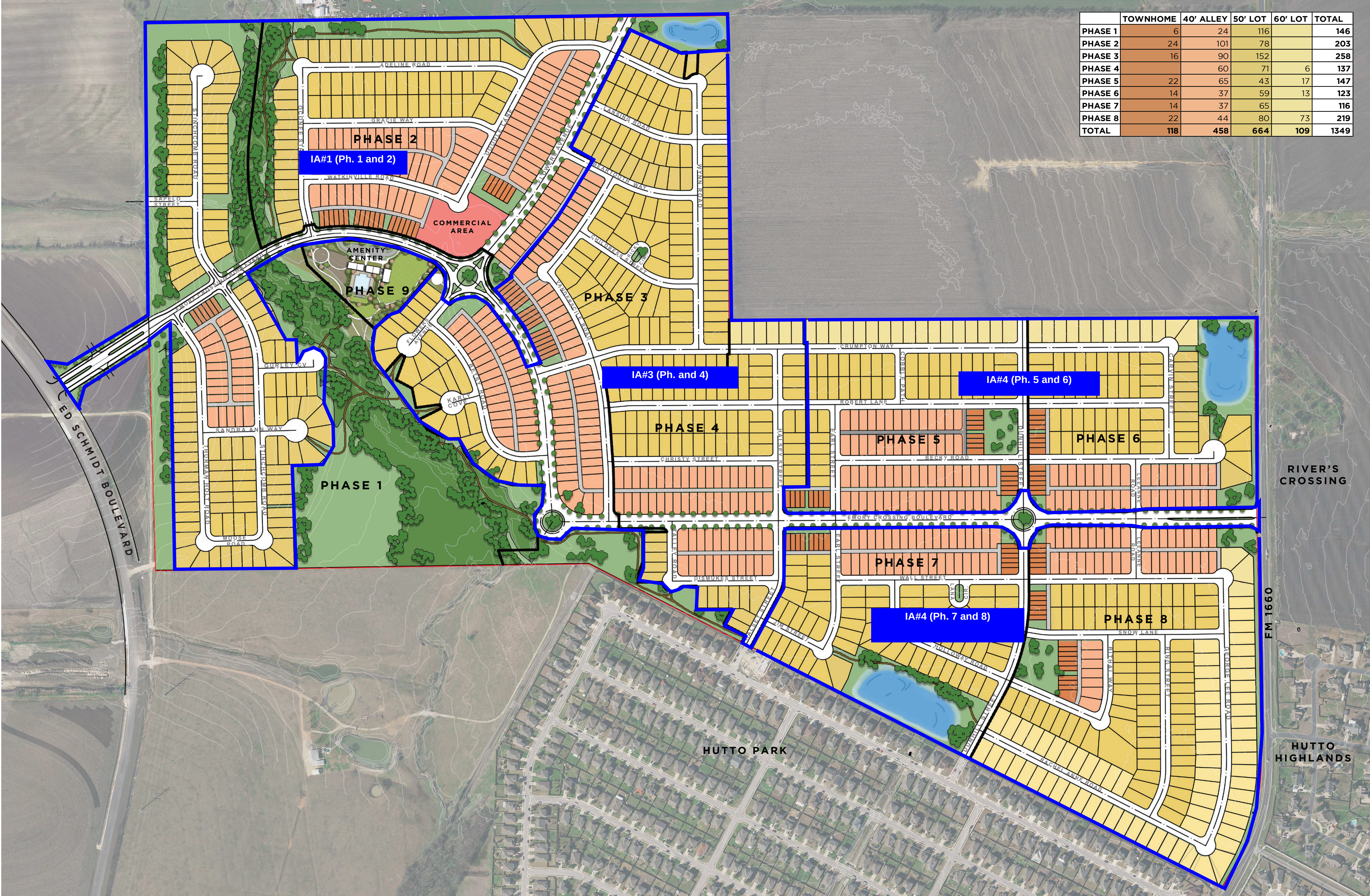
SECTION 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter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

RESOLVED this 17th day of December, 2020.

ATTEST:

Holly Nagy, City Secretary

Mike Snyder, Mayor Pro Tem



EMORY CROSSING
ILLUSTRATIVE MASTER PLAN
DRAFT - AUGUST 6, 2020



PHARIS DESIGN
PLANNING | LANDSCAPE ARCHITECTURE

RESOLUTION NO. R-2020-150

A RESOLUTION OF THE CITY OF HUTTO, TEXAS APPROVING THE EMORY CROSSING FINANCING AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF HUTTO, TEXAS AND WLH COMMUNITIES-TEXAS, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to enter into a Public Improvement District Financing and Reimbursement Agreement with WLH Communities- Texas; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Public Improvement District Financing and Reimbursement Agreement, attached as Exhibit A;

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: That the Hutto City Council hereby approves and authorizes the City Manager to execute the Public Improvement District Financing and Reimbursement Agreement, attached as Exhibit "A", a copy of same being attached hereto and incorporated herein for all purposes.

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

RESOLVED this 17th day of December, 2020.

ATTEST:

Holly Nagy, City Secretary

Mike Snyder, Mayor Pro Tem

**HUTTO 315 PUBLIC IMPROVEMENT DISTRICT
(A/K/A EMORY CROSSING)**

FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

WLH COMMUNITIES – TEXAS, LLC, a Delaware limited liability company

AND

THE CITY OF HUTTO, TEXAS

**HUTTO 315 PUBLIC IMPROVEMENT DISTRICT
(A/K/A EMORY CROSSING)
FINANCING AND REIMBURSEMENT AGREEMENT**

This **HUTTO 315 PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT** (this "**Agreement**"), dated as of December 17, 2020, (the "**Effective Date**"), is entered into between **WLH COMMUNITIES - TEXAS**, a Delaware limited liability company (including its Designated Successors and Assigns, the "**Owner**"), and the **CITY OF HUTTO, TEXAS** (the "**City**"), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referenced in this Agreement as the "**Parties**," or, each individually, as the "**Party**."

Recitals:

WHEREAS, Owner owns a total of approximately 315 acres of land more particularly described on Exhibit "B" attached hereto and made a part hereof (the "**Property**");

WHEREAS, the City Council of the City (the "**City Council**") approved the Amended and Restated Development Agreement on even date herewith, which provides for the terms and conditions of development standards for the Property (as may be amended from time to time, the "**Development Agreement**");

WHEREAS, it is intended that the Property will be developed as a single-family residential development to be known as "**Emory Crossing**" (the "**Project**") as further described in the Plat which is attached hereto as Exhibit "C" hereto and made a part hereof;

WHEREAS, the City Council also approved PUD zoning for the Property pursuant to Resolution No. 0-18-06-21-8C;

WHEREAS, the City Council authorized the formation of the Hutto 315 Public Improvement District pursuant to Resolution No. R-18-06-07-9B on June 7, 2018 (the "**District**") in accordance with the PID Act;

WHEREAS, the Owner of the Property desires and intends to design, construct and install and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property and pursuant to the terms of this Agreement, the City has agreed to accept and to pay or reimburse the Owner for a portion of certain public improvements that will serve the Property in the District, as generally described on Exhibit "D" and Exhibit "D-1" attached hereto and made a part hereof (the "**Authorized Improvements**");

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City and to allow financing of the Authorized Improvements conferring special benefits to the Property through the District.

WHEREAS, the Owner anticipates developing the Project in phases, with the District being divided, for development planning purposes, into four distinct improvement areas consisting of "**Improvement Area #1**", "**Improvement Area #2**", "**Improvement Area #3**", and

"Improvement Area #4" (each an **"Improvement Area"** and collectively, the **"Improvement Areas"**), with the approximate boundaries of such Improvement Areas being reflected on Exhibit "C-1" attached hereto and made a part hereof. The Project and the financing thereof within each Improvement Area will proceed according to the terms specified in this Agreement.

WHEREAS, each Authorized Improvement is intended to benefit only one Improvement Area, to wit: (A) certain of the Authorized Improvements will benefit only Improvement Area #1; (B) certain of the Authorized Improvements will benefit only Improvement Area #2; (C) certain of the Authorized Improvements will benefit only Improvement Area #3; and (D) certain of the Authorized Improvements will benefit only Improvement Area #4. No Authorized Improvement is intended to benefit more than one Improvement Area.

WHEREAS, \$3.00 is the maximum aggregate Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District, unless otherwise approved by City Council, and \$40,000,000 is the maximum par amount of PID Bonds that will be financed to fund or reimburse eligible improvements to the Owner; and

WHEREAS, the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner's compliance with the City's PID Policy and this Agreement and the Development Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of a Service and Assessment Plan for each Improvement Area; (ii) the adoption of an Assessment Ordinance for each Improvement Area; and (iii) authorizing the issuance of PID Bonds, in one or more series at the City's sole discretion, for each Improvement Area for the purpose of financing the costs of the Authorized Improvements within each respective Improvement Area and paying associated costs as described herein;

WHEREAS, prior to consideration of the sale of a series of PID Bonds: (a) the City Council shall have considered, approved and adopted this Agreement; (b) the City shall have considered, reviewed and approved the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the District at the time of the issuance of the PID Bonds shall have executed a Landowner Agreement (as defined in Section 3.02, herein); and (d) the Owner shall have delivered a fully executed copy of the Landowner Agreement to the City; and

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City, subject to the terms and limitations set forth herein.

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements with the proceeds of an issuance of PID Bonds or special assessment revenues derived from the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act, the City Charter and the City's PID Policy, the City has

the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City's costs of issuance in accordance with this Agreement.

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized Improvements, or Segments, thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS AND DEFINED TERMS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes. Unless otherwise defined herein, capitalized terms used herein are set forth in Exhibit "A" attached hereto and made a part hereof and in the Service and Assessment Plan.

ARTICLE II. CONSTRUCTION OF AUTHORIZED IMPROVEMENTS; ACCEPTANCE

Section 2.01. Authorized Improvements.

The Owner shall be responsible for construction of all the Authorized Improvements, or Segments thereof, to be completed, in a good and workmanlike manner, and in accordance with all Applicable Regulations. The costs of the Authorized Improvements are subject to change and shall be updated by the Owner and the City in a manner consistent with each Service and Assessment Plan and the PID Act, and shall be included on each approved final plat(s) for the Property, as each final plat for each phase of the Property is approved by the City Council. The actual or estimated Actual Costs, as applicable, of the Authorized Improvements will be reviewed annually by the Parties and included in an annual update of each Service and Assessment Plan adopted and approved by the City. The Authorized Improvements and the estimated costs thereof are identified in Exhibit "D" hereto. Each Service and Assessment Plan may need to be amended over time if there are any changes to the specification or plans relating to an Authorized Improvement. The Parties acknowledge that the Authorized Improvements described in Exhibit "D" are subject to change, and that the Service and Assessment Plan for any given Improvement Area will provide information on the Authorized Improvements for that Improvement Area and will control when in conflict with Exhibit "D". The procedures provided below in Section 4.02 and Section 4.03 shall apply to each Improvement Area. The procedures therein shall be read to apply to each Improvement Area (e.g. if reference is made to an Acquisition and Reimbursement Agreement, to Assessment Revenues, or to PID Bonds, such reference applies only to an Acquisition and Reimbursement Agreement, to Assessment Revenues, or to PID Bonds applicable

to that Improvement Area). The Owner shall be responsible for payment of the Actual Costs of the Authorized Improvements. The costs of the Authorized Improvements are eligible for payment or reimbursement by the City as provided in Article II hereof. If the Owner is unable or unwilling to perform its obligations with respect to the construction of the Authorized Improvements, the City may complete the construction of the Authorized Improvements and use Special Assessment Revenues and PID Bond proceeds to pay the Cost thereof in accordance with the terms hereof, particularly Section 2.04(ii).

Section 2.02. Inspections; Acquisition of Authorized Improvements.

(a) To the extent not previously approved, the Owner will obtain approval of construction plans as required by all Applicable Regulations, for an Authorized Improvement from the City prior to commencing construction of such Authorized Improvement. Approval by the City, the City Engineer or the City Construction Representative, of any plans, designs or specifications submitted by Owner pursuant to this Agreement or pursuant to all Applicable Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Owner, the Project Engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Owner or Owner's Project Engineer, or such engineer's officers, agents, servants or employees. Approval by the City Engineer or City Construction Representative signifies the City's approval on only the general design concept of the improvements to be constructed or the improvements constructed.

(b) The City shall have the right to inspect, at any time, the construction of all Authorized Improvements necessary to support the Project, including water, wastewater/sanitary sewer, drainage, roads, streets, alleys, park facilities, electrical, entryway monumentation and street lights and signs in accordance with all Applicable Regulations. The City's inspections and/or approvals shall not release the Owner from its responsibility to construct, or cause the construction of, Authorized Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy or City utility services as to any portion of the Project until Owner has met its obligations under this Agreement and the Development Agreement to construct the required Authorized Improvements or Segments thereof, according to the approved engineering plans and all Applicable Regulations, and until such Authorized Improvement has been dedicated to and accepted by the City. Acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

(c) The Owner shall dedicate, convey, or otherwise provide for the benefit of the City the Authorized Improvements, or Segments thereof, identified on Exhibit "D" of this Agreement upon completion of said Authorized Improvements, or Segments thereof, and the City will accept such dedication of such Authorized Improvements, or Segments thereof, after confirming that the Authorized Improvements, or Segments thereof, have been completed in accordance with this Agreement, the Development Agreement and all Applicable Regulations.

(d) From and after the inspection and acceptance by the City of the Authorized Improvements, or Segments thereof, and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City, except for any applicable HOA-Maintained Improvements.

(e) The Owner shall complete, in a good and workmanlike manner, in accordance with all Applicable Regulations, construction of all the Non-PID Financed Public Improvements. The costs of Non-PID Financed Public Improvements are subject to change and shall be included on each approved final plat(s) for the Property as each final plat for each phase of the Property is approved by the City Council. The actual and estimated costs of the Non-PID Financed Public Improvements and the timetable for installation of the Non-PID Financed Public Improvements will be reviewed annually by the Parties and approved by the City. The Non-PID Financed Public Improvements and the actual or estimated costs thereof are identified in Exhibit "D-2" hereto. The Owner shall be responsible for the costs of the Non-PID Financed Public Improvements. The costs of the Non-PID Financed Public Improvements are not eligible for payment or reimbursement by the City.

Section 2.03. Designation of Construction Manager, Project Engineers.

(a) The City hereby designates the Owner, as the initial Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article II, subject to the City's review and approval of design specifications and easement locations.

(b) If the Construction Manager is (i) unable (not caused by Force Majeure) or unwilling to perform its duties and responsibilities hereunder or (ii) is not performing the duties and responsibilities of the Construction Manager in accordance with the terms of this Agreement, the City shall provide written notice to the Owner of such non-performance (the "**Non-performance**"). The Owner shall have thirty (30) calendar days (or such longer period of time as agreed upon in writing by the Parties) to correct the Non-performance from the date of the City's written notification. If the Non-performance is not cured, the City may either allow the Owner additional time to cure the Non-performance based on adequate assurance in writing by the Owner that the Construction Manager will perform or if required by the City, adequate funds shall be held in escrow or be deposited into a segregated account of the Project Fund as identified in the Trust Indenture, or the City may replace the Construction Manager any time after the cure period has elapsed.

Section 2.04. Designation of Construction Manager Subcontractor.

The Owner may subcontract out all or some of the duties of Construction Manager to a third party, with the written consent of the City, such consent not to be unreasonably withheld, conditioned, or delayed. Owner may designate a homebuilder, an individual, company, partnership, or other entity (each a "**Third-Party Contractor**"), as a subcontractor for construction management services for one or more Authorized Improvements or Segments thereof. The Owner

shall provide written notice to the City within three (3) business days of such designation. Within five (5) business days after executing a contract with a Third-Party Contractor, the Owner shall:

(i) provide a copy of the executed contract to the City Construction Representative, and

(ii) obtain from the Third-Party Contractor a collateral assignment of the Owner's rights under the contract with the Third-Party Contractor solely as they relate to the Authorized Improvements or Segments thereof related to the contract with the Third-Party Contractor, in a form satisfactory to the City Construction Representative, which authorizes the City to utilize the services of such Third-Party Contractor to complete the construction of such Authorized Improvements or Segments, thereof, if the Owner fails to do so as provided in this Agreement.

Section 2.05. Mandatory Owners Association.

(a) Prior to the sale of any platted lots within the District, the Owner shall create an Owners Association for the Property, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the "**Association Regulations**") to assure the Owners Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners Association pursuant to this Section.

(b) Owner agrees to execute and record against the Property a deed restriction requiring compliance with all building material restrictions outlined in the PUD.

(c) The Owners Association will have a binding, continuing responsibility for the maintenance, repair and operation of the HOA-Maintained Improvements. The Association Regulations shall establish periodic Owners Association dues and assessments, to be charged and paid by the lot owners within the Property, that are and will be sufficient to (i) pay the Owners Association's Annual Installments of Special Assessments (if any), (ii) maintain the HOA-Maintained Improvements and (iii) to provide funds required for the management and operation of the Owners Association.

(d) The Owners Association dues and assessments that are established, maintained and collected by the Owners Association shall be in addition to, and not in lieu of, any and all other fees, charges and Special Assessments that will be applicable to the Property.

Section 2.06. Change Orders for Authorized Improvements.

All change orders for applicable Authorized Improvements shall be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order causes an increase to the total costs of the Authorized Improvements in excess of \$100,000. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within five (5) business days after approval.

Notwithstanding any provision contained herein to the contrary, the Owner must obtain the approval of the City Construction Representative for any change order that would substantially change the character or nature of an Authorized Improvement or Segment thereof. A substantial

change shall be a modification to the Authorized Improvement or Segment thereof such that it constitutes a new Authorized Improvement or Segment thereof beyond the scope of this Agreement.

Section 2.07. Payment and Performance Bonds for Authorized Improvements.

For each construction contract for any part of the Authorized Improvements, the Owner or Owner's contractor shall execute a performance bond in favor of the City and a payment bond for the construction and work covered by those contracts, which bonds shall be in accordance with Texas Government Code, Chapter 2253 and all Applicable Regulations. The performance bond requirement will be reduced by an amount equal to any PID Bond proceeds held by the Trustee in the Project Fund and any additional financial support by the Owner at the time of the issuance of PID Bonds, if applicable, and agreed upon by the Owner and the City.

Section 2.08. Maintenance of Project, Warranties.

The Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with applicable all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City's acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City.

Section 2.09. Sales and Use Tax Exemptions.

(a) The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

(b) Upon request of the Owner, and to the extent provided by law, the City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

Section 2.10. Regulatory Requirements.

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City's acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and Recognized and Generally Accepted Good Engineering Practices, as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if "paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be paid by or through Special Assessments levied on Property that will benefit from the improvements. The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements and provide copies of the bids to the City.

Section 2.11. Insurance.

(a) All contractors, subcontractors, engineers, and consultants shall carry and maintain throughout the term of this Agreement (except as specifically noted below) the following insurance policies:

(i) Workers' compensation and employers' liability insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers' liability of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. The insurance required by this subsection shall be in effect commencing not later than the commencement of construction of any portion of the Project.

(ii) Automobile liability insurance for all owned, non-owned, and hired motor vehicles used, with respect to the Property or the Project in a minimum amount of \$1,000,000, combined single limit.

(iii) Commercial general liability policy with a minimum limit of \$1,000,000 per occurrence for bodily injury and/or property damage, with a minimum aggregate of \$1,000,000 and blanket contractual coverage, independent contractors' coverage and explosion, collapse, and underground (X, C & U) coverage.

(iv) For contractors/subcontractors providing professional engineering, architectural or design services under this Agreement, engineers' professional liability insurance or other errors and omissions insurance coverage for the non-engineer professionals with a minimum limit of \$1,000,000 per claim and in the aggregate to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as

damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The insurance required by this subsection shall be in effect commencing not later than the commencement of submission to City for approval of permits for construction of any phase of the Project. The insurance will be renewed or extended as necessary to remain in force as for claims made for two (2) years after final acceptance of the applicable Projects by the City.

(v) For work that involves asbestos or any hazardous materials or risk of air, water or soil pollution, the following will be in addition to the other insurance required hereunder:

- a. Asbestos abatement endorsement or pollution coverage to the commercial general liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy cannot exclude asbestos or any hazardous materials or pollution and shall provide “occurrence” coverage without a sunset clause.
- b. Pollution coverage in accordance with federal and state regulations requiring an MCS 90 endorsement with a \$5,000,000 limit when transporting asbestos in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. All other transporters of asbestos shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their commercial general liability insurance policy that provides coverage for bodily injury and property damage arising out of the transportation of asbestos or other hazardous materials. The endorsement must, at a minimum, provide a \$1,000,000 limit of liability and cover events caused by the hazardous properties of airborne asbestos arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

(b) The insurance required under Section 2.11(a)(v) will only be required for the entity that is actually performing work involving asbestos or any hazardous materials or risk of air, water or soil pollution. For example, if the Owner's contractor (instead of the Owner) is performing such work, the contractor, not the Owner, will be required to carry such insurance. The insurance required by this subsection shall be in effect commencing not later than the commencement of each phase of construction if that phase will include work involving asbestos or any hazardous materials or risk of air, water or soil pollution.

(c) The Owner or Owner’s contractor shall not cause or permit any insurance required hereunder to be canceled or lapse during the term of this Agreement. With respect to subsections 2.11(a)(i), (ii) and (iii), insurance coverage is to be written by companies duly authorized to do the business of insurance in the State of Texas at the time the policies are issued and will be written

by companies with an A.M. Best rating of A-VII or better or otherwise approved in writing by the City. Additionally, with respect to subsections 2.11(a)(i), (ii) and (iii), all policies will contain a provision in favor of the City waiving subrogation and other rights of recovery against the City, and will be endorsed to provide the City with a 30-day advance notice of cancellation or change in coverage, where permitted by policy language. The City will be an additional insured as its interests may appear on the commercial general and automobile liability policies. All policies will provide primary coverage as applicable, with any insurance maintained by the City being excess and non-contributing. The Owner or Owner's contractor shall submit copies of all Insurance Policy Documents and certificates of insurance to the City providing evidence of insurance coverage required by this Agreement on or before the commencement of the Projects except that asbestos, hazardous waste, pollution, and professional engineers and other errors and omissions policy documents need not be provided until those covered by such insurance commence work on the Projects or as otherwise provided in this Agreement. ~~The production of copies~~ Copies of all policies to Insurance Policy Documents will be promptly ~~supplemented with delivery~~ delivered to the City ~~at the time the policies are issued, including~~ copies of any and all changed or new Insurance Policy Documents. The Owner or Owner's contractor will be responsible for (i) overseeing its contractors with respect to such contractors' obtaining and maintaining the insurance required hereunder and (ii) obtaining and keeping copies of such Insurance certificates evidencing the insurance coverages required hereunder.

(d) All endorsements, waivers, and notices of cancellation shall be in favor of the City and policies of commercial general liability and automobile insurance shall provide that City is an additional insured and certificates of insurance evidencing same will be delivered to the City as provided in the Notices Section of this Agreement or such other address as the City may notify the Owner or Owner's contractor in writing.

(e) The Owner or Owner's contractor shall be responsible for paying premiums, deductibles and self-insured retentions, if any, stated in the insurance policies to be carried hereunder by the Owner (not by its contractors and any subcontractors). All deductibles or self-insured retentions shall be disclosed on the Insurance Policy Documents. The insurance coverages required under this Agreement are required minimums and are not intended to limit or otherwise establish the responsibility or liability of the Owner under this Agreement.

Section 2.12. Remedy.

Owner's sole remedies for nonperformance of this Article II by the City shall be to seek specific performance, judicial injunction, or any legal damages directly arising from such nonperformance pursuant to the terms of this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

ARTICLE III. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 3.01. Apportionment and Levy of Assessments.

The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner

acknowledges and agrees that a Service and Assessment Plan must meet the requirements of Texas Local Government Code §§ 372.013 and 372.014 and be presented to the City Council for review and approval prior to a series of PID Bonds being issued. A Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement.

The City shall use its best efforts to levy Special Assessments on the Assessed Properties in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue four series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

Section 3.02. Acceptance of Special Assessments; Recordation of Covenants Running with the Land.

Concurrently with the levy of the Special Assessments for the initial Improvement Area, the Owner, any other owners of land within the District and the City shall execute a "**Landowner Agreement**" (herein so called) in which the Owner and other owners, if applicable, (the "**Landowners**") shall: (i) approve and accept the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments for the initial Improvement Area by the City, and agree to approve and accept the apportionment of assessments in each Service and Assessment Plan and the levy of each Special Assessment on all future Improvement Areas through an amendment to the Landowner Agreement and (ii) the Home Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowners' intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments and (b) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

Section 3.03. Collection of Assessments.

(a) So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in a Service and Assessment Plan (during the term of this Agreement) in the manner and to the maximum extent permitted by applicable law. For each Improvement Area, the City will deposit or cause to be deposited the respective Special Assessment Revenues into a segregated account, or if PID Bonds have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Williamson County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Properties and will be collected as part of and in the same manner as ad valorem taxes.

ARTICLE IV.

PAYMENT OF ACTUAL COSTS OF AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements.

(a) Any payment obligation of the City hereunder shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds in accordance with this Agreement. No other funds, revenues, taxes, or income of any kind other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City's obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstance, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds. None of the City nor any of its elected or appointed officials or any of its respective officers, employees, consultants or representatives shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

(b) The City does not warrant, either expressed or implied, that the aggregate amount of all Special Assessment Revenues or proceeds of all PID Bonds will be sufficient for the construction or acquisition of all of the Authorized Improvements. The Parties anticipate that the Actual Costs will be greater than the aggregate amount of all Special Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of PID Bonds or Special Assessment Revenues.

(c) Upon completion of an Authorized Improvement, or Segment thereof, the Owner shall dedicate or convey, and the City shall accept or acquire (except with respect to any applicable HOA-Maintained Improvement), as more particularly described in Article III above, the given Authorized Improvement, or Segment thereof, after such Authorized Improvement, or Segment thereof, is completed and has been accepted by the City. Upon written acceptance of an Authorized Improvement, or Segment thereof, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(d) The procedures set forth in Section 4.02(d) below shall apply to all Certifications for Payment regardless of which account within the applicable Project Fund the actual funds are being paid from.

(e) Within sixty (60) days of receipt of an Assessment Levy Request for a given Improvement Area, the City will consider the adoption of an Assessment Ordinance that (i)

approves a Service and Assessment Plan (or amendment or update thereof) identifying the Assessments applicable to a respective Improvement Area, (ii) levies said Special Assessments, and (iii) establishes the timeframe for collection of said Special Assessments. The City will levy and collect such Special Assessments in accordance with the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Order, as further provided in this Agreement. Notwithstanding the forgoing, the Owner is hereby deemed to have submitted the Assessment Levy Request for Improvement Area #1.

(f) Following the execution of this Agreement, the City may consider the adoption of the Assessment Ordinance for Improvement Area #1 that (i) approves the Service and Assessment Plan identifying the costs of the Authorized Improvements for Improvement Area #1 and the Special Assessments for Improvement Area #1 and (ii) levies said Special Assessments for Improvement Area #1. The City will levy and collect such Special Assessments in accordance with the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance as further provided in this Agreement.

(g) Unless otherwise approved by City Council, in no event shall the Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District exceed \$3.00.

Section 4.02. Payments for Authorized Improvements Prior to the Issuance of PID Bonds.

(a) Upon the approval of an Assessment Ordinance and prior to the issuance of a series of PID Bonds, the City shall bill and collect the Special Assessment Revenues collected from the Assessed Properties.

(b) Subject to Section 4.02(a) above, the costs of the Authorized Improvements will be initially funded through the applicable Acquisition and Reimbursement Agreement. Pursuant to the terms of such Acquisition and Reimbursement Agreement, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III of this Agreement, the Authorized Improvement, after such Authorized Improvement is completed. The general process for funding the Authorized Improvements before the issuance of PID Bonds is described in this Section 4.02(b), and more specifically described in the Acquisition and Reimbursement Agreement.

(c) Pursuant to an Acquisition and Reimbursement Agreement, the City will reimburse the Owner for Actual Costs incurred in connection with the applicable Authorized Improvements until PID Bonds (including Additional Bonds if requested by the Owner) are issued in an amount necessary to reimburse the Owner for a portion of the Actual Costs of the applicable Authorized Improvements less any amounts already reimbursed to Owner pursuant to the Acquisition and Reimbursement Agreement. The Owner will be reimbursed for only those Actual Costs for which Special Assessment Revenues or PID Bond proceeds are available.

(d) Following receipt of an Assessment Levy Request, the City shall consider the adoption of an Assessment Ordinance for the respective Improvement Area. The City will collect the Special Assessments in accordance with a Service and Assessment Plan and the applicable

Assessment Ordinance. Upon collection of such Special Assessments, the City will transfer or cause to be transferred the Assessment Revenues such that they will be held in a designated account separate from the City's other accounts (referred to herein as the "**Operating Account**"), such funds to be used to reimburse the Owner for the Actual Costs of the applicable Authorized Improvements pursuant to the terms of the Acquisition and Reimbursement Agreement, or, if PID Bonds have been issued, then transferred to the Trustee and deposited in the proper funds and accounts in the priority set forth in the applicable Indenture. Special Assessment Revenues shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement.

(e) Pursuant to an Acquisition and Reimbursement Agreement, the Owner may submit a Certification for Payment, in the form provided in Exhibit "F-2", to the City for payment of the Actual Costs of an Authorized Improvement from funds then available in the appropriate subaccount of the Operating Account held by the City.

Section 4.03. Payments for Authorized Improvements Upon the Issuance of PID Bonds.

(a) As more particularly described in Section 5.01 hereof, upon receipt of a Bond Issuance Request, the City will consider the adoption of a resolution consenting to the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue less any amounts already reimbursed to Owner pursuant to an Acquisition and Reimbursement Agreement.

(b) The proceeds from the issuance of the PID Bonds remaining after payment of amounts under Section 4.02 of this Agreement (if applicable) will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in a Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in Exhibit "F-2". At least thirty (30) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in Exhibit "F-1" executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of a series of PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Fund in accordance with the procedures set forth in Section 4.03.

(c) Any Authorized Improvements that have not been (i) reimbursed at the Closing of the PID Bonds, (ii) completed by Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.03 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee's receipt of the completed Certification for Payment from the Construction Manager. If

the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative's comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City's Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as Exhibit "F-2" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs,

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bond and the conveyance to the City (for Completed Authorized Improvements only), and

(iii) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days thereafter accept those Authorized Improvements not previously accepted by the City Construction Representative, shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment.

(e) In addition to the submitted items required in 4.02(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.04. Subordinate Cash Flow Reimbursements; Additional Bonds

(a) If the aggregate proceeds of PID Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Special Assessment Revenues, any Actual Costs of the Authorized Improvements not paid or reimbursed from the proceeds of the PID Bonds may be paid or reimbursed pursuant to Section 4.03 hereof on a cash-flow basis for any Authorized Improvement that has been completed and assigned or conveyed to the City after the issuance of PID Bonds. Any such cash-flow reimbursement to the Owner shall be subordinate to the security for, and the payment of debt service on, the PID Bonds.

(b) Upon the written request of the Owner, and in the sole discretion of the City, Additional Bonds may be issued to pay or reimburse the Owner for any Actual Costs of the Authorized Improvements not paid or reimbursed from the proceeds of PID Bonds or cash-flow reimbursements described herein. Any such Additional Bonds must comply with this Agreement and the City's PID Policy in effect at the time of issuance of any such Additional Bonds. In the sole discretion of the City, any series of Additional Bonds may be issued either as subordinate lien bonds or on parity with the PID Bonds.

(c) If the PID Bonds and any Additional Bonds, if approved by the City, are sufficient to fully reimburse Owner for the unreimbursed Actual Costs, then Owner's right under the Acquisition and Reimbursement Agreement to receive any portion of the Special Assessment Revenues for such purposes shall automatically terminate.

Section 4.05. Assignment of Right to Payment of Unreimbursed Costs.

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond proceeds or Special Assessment Revenues, (a "**Transfer**," and the person or entity to whom the transfer is made, a "**Transferee**"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V. PID BONDS

Section 5.01. PID Bond Issuance.

Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Actual Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of a Service and Assessment Plan and an Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessments. The continuing disclosure will be divided into City disclosure and Owner disclosure, and the City will not be responsible or liable for Owner disclosure but the City's disclosures professional will be used for both disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$40,000,000.

(h) Each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the

properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in default under this Agreement or, with respect to the Property, any other agreement to which Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance, the maturity for a series of PID Bonds shall not be more than 30 years.

(r) The final maturity for any PID Bonds shall be not later than 45 years from the Effective Date.

(s) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(t) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bond are insufficient to fund such Actual Costs, Owner shall, at the time of closing the PID Bonds, provide a completion guarantee or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

(u) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(v) The Owner agrees to provide periodic information and notices of material events regarding the Owner and the Owner's development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner in connection with the issuance of PID Bonds.

(w) The Owner satisfies the City's Director of Public Works or his designee that the Actual Costs are reasonable.

(x) The Owner is not in default under any Continuing Disclosure Agreement related to an issuance of PID Bonds to which it is a party.

(y) The issuance of a series of bonds for the purpose of refunding any Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(z) The maximum aggregate Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall not exceed \$3.00 per \$100.00 taxable assessed valuation, without prior approval by the City Council, in its sole discretion.

(aa) Owner has completed and the City has accepted the Authorized Improvements, or Segment thereof, for any previous phase of the Property.

(bb) If the value to lien ratio is less than 3:1 for PID Bonds, the amount of funds below the 3:1 value-to-lien ratio shall be "restricted" from access by the Owner until such a time as the value of the Property reaches the 3:1 ratio or a City determined benchmark for completion is achieved.

(cc) The Owner and the City shall have entered into an Acquisition and Reimbursement Agreement that provides for the Owner's construction of certain Authorized Improvements, or Segments thereof, and the City's reimbursement to the Owner of certain Actual Costs.

Section 5.02. Disclosure Information.

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03 Qualified Tax-Exempt Status.

(a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs ("Additional Costs") the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the "City Obligations"), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("QTEO"), as defined in section 265(b)(3) of the Internal Revenue Code ("IRC") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner.).

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the "Estimated Costs"). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner in an amount less than or equal to the Estimated Costs. The Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph. If the Owner does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Property until such payment of Additional Costs is made in full.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Owner, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If the Owner fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Owner) in such calendar year.

Section 5.03. Tax Certificate.

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.04. Special Obligations.

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE

NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

ARTICLE VI. ADDITIONAL PROVISIONS

Section 6.01. Redemption Agreement.

Concurrent with the levy of the Special Assessments, the Owner will execute an agreement conveying its right to redeem, repurchase or reacquire those portions of the Property that are Assessed Properties and are designated and claimed for agricultural use as described in Section 23.41 of the Texas Tax Code to the Trustee (the "**Redemption Agreement**") with the City.

Section 6.02. Home Buyer Disclosure.

Owner shall comply with the Home Buyer Disclosure Program attached hereto as Exhibit "H" and made a part hereof.

Section 6.03. Amenity Center.

The Owner shall construct an Amenity Center ("**Amenity Center**") on a site that is approximately 3.83 acres located as shown in the Preliminary Plat as set forth in Exhibit "C". The Amenity Center will be constructed with Good Engineering Practices and in accordance with applicable City regulations and shall consist of a minimum of (i) a community center/club house, (ii) a pool, and (iii) a playground. The Amenity Center will be substantially completed on or before commencement of construction of Phase 4 of the Project.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

Section 7.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Owner: that the City is a home-rule municipal corporation of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

Section 7.02. Representations and Warranties of Owner.

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) The Owner represents and warrants that the Owner is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is in compliance with the laws of the State of Texas, has the authority to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to cause such Segment to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project or identified in the SAP, and (ii) it will diligently follow all procedures set forth in this Agreement.

(f) Until final acceptance by the City of each Authorized Improvement, or segment thereof, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Disclosure Agreement of Owner in connection with the issuance of PID Bonds.

ARTICLE VIII.
DEFAULT AND REMEDIES; INDEMNIFICATION

Section 8.01. Default and Remedies.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or five (5) business days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subsection (d) below.

(c) Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VIII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party. Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement. Each party shall be responsible for payment of all costs of their respective attorney's fees.

(d) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party (other than the payment of a monetary sum) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, pandemics, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts) ("**Force Majeure**"), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) calendar days after the claiming Party becomes aware of the same, unless prevented by such "force majeure" event from doing so, and if the claiming Party fails to so notify the other Party of the occurrence

of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article VIII.

Section 8.02. Indemnification and Hold Harmless by Owner.

THE OWNER HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY CITY, AND THE PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES THEREOF, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "THIRD PARTY CLAIMS" OR "TPC") AGAINST THE CITY, WHETHER THREATENED, ANTICIPATED, OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE OWNER, INCLUDING THE NEGLIGENCE OF THE OWNER'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, AND AGENTS OCCURRING DURING THE CONSTRUCTION OF ANY PORTION OF THE AUTHORIZED IMPROVEMENTS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH TPC SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE TPC EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT (BUT NOT GROSS) NEGLIGENCE. THE OWNER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST TPC CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS TPC THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE OWNER AND THE CITY, THE OWNER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL TPC AND EXPENSES EQUIVALENT TO THE OWNER'S OWN PERCENTAGE OF RESPONSIBILITY. THE OBLIGATIONS UNDER THIS SECTION 8.02 SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT CONSISTENT WITH THE TERMS OF SECTIONS 9.04 AND 9.12 BELOW.

Section 8.03 Claims and Release.

(a) If the City notifies the Owner of any Third Party Claim, the Owner shall assume on behalf of the City and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Owner but reasonably satisfactory to the City; provided, that City has the right to be represented by advisory counsel of their own selection and at their own expense; and provided further, that if any such Third Party Claim involves the Owner and the City and the City has been advised in writing by counsel that there may be legal defenses available to it which are inconsistent with those available to the Owner, then City has the right to select separate counsel to participate in the investigation and defense of and response to such Claim on City's own behalf, and the Owner shall pay or reimburse the City for all reasonable legal fees and costs incurred by the City because of the selection of such separate counsel. It is hereby understood and agreed that if any Third Party Claim is caused by the City's gross negligence, the City shall provide and pay for its own legal counsel.

(b) Other than to the extent caused by an event of default by the City, the Owner hereby releases the City with respect to all Claims regarding any alleged, established or admitted negligent or wrongful act or omission of the City, or any agents, contractors, representatives or employees of the City, INCLUDING ALL CLAIMS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE CITY but excluding Claims to the extent caused by the gross negligence or

willful misconduct of the City. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

(c) The Owner or the Owner's contractor shall obtain performance and payment bonds as required by Chapter 2253, Public Work Performance and Payment Bonds, of the Texas Government Code. After inspection and prior to acceptance of public improvements by the City that benefit the Project, the Owner or the Owner's contractor shall provide a two (2) year maintenance bond.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City:	City of Hutto Attn: City Manager 500 West Live Oak Street Hutto, Texas 78634
With a copy to:	Bojorquez Law Firm, PC Attn: Dottie Palumbo, City Attorney 11675 Jollyville Road, Suite 300 Austin, Texas 78759 Facsimile: (512) 250-0749
If to Owner:	WLH-Communities – Texas, LLC Attn: Michael Slack 810 Hesters Crossing Road, Suite 235 Round Rock, Texas 78681
With a copy to:	Metcalf Wolff Stuart & Williams, LLP Attn: Talley J. Williams 221 W. 6th, Suite 1300 Austin, Texas 78701 Facsimile: (512) 404-2234

Section 9.02. Fee Arrangement/Administration..

(a) In addition to any costs paid by the Owner pursuant to that certain Amended and Restated Professional Services Agreement dated ~~_____~~, November 6, 2020, all fees of legal counsel related to the issuance of the applicable PID Bonds including fees for the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from the proceeds of the PID Bonds. It is hereby acknowledged and agreed that fees for the City's Bond Counsel, Trustee, Trustee's Counsel, Financial Advisor, the Underwriter, and Underwriter's Counsel will be paid at the Issue Date of the PID Bonds in accordance with the budget attached as Exhibit "G" hereto. Pursuant to a separate agreement, the City may contract with a third party to serve as the PID Administrator and to administer the District after Closing. The administrative expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 9.03. Assignment.

(a) Notwithstanding subsection 4.05 above, Owner may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the Property or a part of the Property in accordance with Section 9.03 but not to an individual purchaser of a Lot within a recorded final plat. This Agreement may be assigned by Owner without the consent of the City or any third-party entity that is not in default in the payment of taxes, assessments, fees, or any agreements with the City and that entity has the financial capacity to perform this Agreement and Owner will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by Owner, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Owner or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

Section 9.04. Term of Agreement.

The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Obligation Balance

is paid in full; *provided*, that unless extended by both parties pursuant to a written amendment to this Agreement, this Agreement shall automatically terminate three (3) years after the date of the execution of this Agreement, if a series of PID Bonds are not issued by such date. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Actual Costs expended prior to the termination of this Agreement and/or dissolution of the District remaining unpaid shall survive such termination and/or dissolution.

Section 9.05. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.
- (g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.
- (h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."
- (i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."
- (j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 9.06. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 9.07. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 9.08. Applicable Law and Venue.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS AGREEMENT, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF WILLIAMSON COUNTY, TEXAS. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 9.09. Amendments.

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties.

Section 9.10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 9.11. Entire Agreement.

This Agreement contains the entire agreement of the Parties.

Section 9.12. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.13. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Section 9.14. Reservation of Rights.

To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.15. No Joint Venture.

It is acknowledged and agreed by the parties hereto that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

Section 9.16. Owner as Independent Contractor.

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 9.17. Supplemental Agreements.

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, the PID Bond Ordinance and the Indenture.

Section 9.18. City's Acceptance of Authorized Improvements. The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements

and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements

Section 9.19. Boycotts and Foreign Business Engagements.

(a) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Section 9.20. HB 1295 Compliance.

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Section 9.21. No Personal liability of Public Officials or the City.

To the extent permitted by State law, neither the City, any City agent or representative, nor any public official or employee shall be personally liable or responsible for any liability arising under or related to this Agreement.

Section 9.22. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A"	-	Definitions
Exhibit "B"	-	Property Description for Development
Exhibit "C"	-	Preliminary Plat
Exhibit "C-1"		Improvement Areas
Exhibit "D"	-	Authorized Improvements
Exhibit "D-1"		HOA-Maintained Improvements
Exhibit "D-2"		Non-PID Financed Improvements
Exhibit "E"	-	Acquisition and Reimbursement Agreement
Exhibit "F-1"	-	Form of Closing Disbursement Request (Closing Disbursement)
Exhibit "F-2"	-	Form of Certification for Payment
Exhibit "G"	-	Budget
Exhibit "H"	-	Home Buyer Disclosure Program
<u>Exhibit "H-1"</u>	-	<u>Notice of Obligation Pay Public Improvement District Assessments to the City of Hutto, Texas</u>

[Signature Pages to Follow]

CITY:

THE CITY OF HUTTO, TEXAS

By: _____
_____, Mayor

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2020 by
_____, Mayor of the City of Hutto, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires:_____

OWNER:

WLH COMMUNITIES – TEXAS LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2020 by
_____, _____ of the WLH COMMUNITIES – TEXAS LLC,
a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires: _____

OWNER:

Exhibit "A"

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

"Actual Cost(s)" means the Owner's demonstrated costs for designing and constructing the Authorized Improvements. Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) taxes (property and franchise) related to the Authorized Improvements that benefit the properties within the boundaries of the District, (f) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

"Acquisition and Reimbursement Agreement" means (whether one or more) an agreement that provides for construction and dedication of an Authorized Improvement, or Segment thereof, to the City prior to the Owner being paid out of the proceeds of the respective PID Bonds, whereby all or a portion of the Actual Costs will be paid to Owner initially from Special Assessment Revenues (and ultimately from PID Bonds) to reimburse the Owner for Actual Costs paid by the Owner that are eligible to be paid with proceeds of a series of PID Bond. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to both City and Owner and substantially in accordance with the form attached hereto as Exhibit "E".

"Additional Actual Costs" means any additional Actual Costs the City incurs issuing the PID Bonds.

"Additional Bonds" means any special assessment revenue bonds that are secured by Special Assessments levied on the Parcels and payable either on parity with, or subordinate to, any outstanding series of PID Bonds.

"Additional Named Insured" means a person, organization, or governmental entity identified as an insured party in the policy declarations or an addendum to the policy decorations for a certificate of insurance.

"Agreement" has the meaning given in the recitals to this Agreement.

"Amenity Center" has the meaning as set forth in Section 6.03 of this Agreement.

"Annual Installments" shall mean the annual installment payment on a Special Assessment as calculated pursuant to each Service and Assessment Plan and approved by the City Council.

"Applicable Regulations" means (i) City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City as may be modified by this Agreement, the Development Agreement and/or the PUD; and (ii) any State or Federal law, regulation, rule, policy, or similar requirement applicable to the Project.

"Assessed Property" or **"Assessed Properties"** means property within the District that benefits from an Authorized Improvement and on which Special Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan) and which includes any and all Parcels within the District other than Non-Benefitted Property.

"Assessment Levy Request" means a written request made by Owner to the City to levy Special Assessments for an applicable Improvement Area.

"Assessment Ordinance" means an ordinance adopted by the City Council approving a Service and Assessment Plan (or such amendments or supplements to the Service and Assessment Plan) and levying Special Assessments, as described in Article III of this Agreement.

"Association Regulations" has the meaning as set forth in Section 2.05.

"Attorney General" means the Texas Attorney General's Office.

"Authorized Improvements" means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are described on Exhibit "D" hereto.

"Bond Issuance Request" means written request made by Owner to the City to issue PID Bonds as evidenced by Owner's expenditure of necessary amounts for financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

"Certification for Payment" shall mean that certain certification substantially in the form attached hereto as Exhibit "F-2" hereto.

"City" has the meaning given in the recitals to this Agreement.

"City Construction Representative" means the employee or designee of the City carrying out the duties as described in this Agreement.

"City Council" means the duly elected governing body and council of the City.

"City Code" means the Ordinances of the City, together with all related policies, administrative rules and technical criteria manuals, as modified by the Development Agreement.

"City Engineer" means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

"City Manager" means the city manager of the City.

"Closing Disbursement Request" shall mean that certain request substantially in the form attached hereto as Exhibit "F-1".

"Completed Authorized Improvements" means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

"Construction Manager" means initially the Owner, and thereafter subject to change in accordance with Section 2.04 of this Agreement.

"County" means Williamson County, Texas.

"Delinquent Collection Actual Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Special Assessment, or an Annual Installment, in accordance with the PID Act which includes the costs related to pursuing collection of such delinquent Special Assessment, or an Annual Installment, and the costs related to foreclosing the lien against the Assessed Property, including attorney's fees to the extent permitted under Texas law.

"Designated Successors and Assigns" shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 9.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

"Development Agreement" has the meaning given in the recitals to this Agreement.

"Disclosure Agreement of Owner" means an agreement entered into by the Owner and a dissemination agent in connection with the issuance of PID Bonds pursuant to which the Owner agrees to provide certain information regarding the development of the District and the Authorized Improvements for the benefit of the owners of the PID Bonds.

"District" has the meaning given in the recitals to this Agreement.

"End User" means any tenant, user, or owner of a fully developed and improved lot.

"Effective Date" has the meaning given in the recitals to this Agreement.

"Financial Advisor" means Hilltop Securities, Inc.

"Force Majeure" has the meaning as set forth in Section 8.01(d).

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Actual Costs.

"Good Engineering Practices" means the basis for engineering, operation, or maintenance activities and are themselves based on established codes, standards, published technical reports or recommended practices or similar documents.

"HOA-Maintained Improvements" means the Authorized Improvements described in Exhibit "D-1" of this Agreement to be maintained by the Owners Association in accordance with this Agreement.

"Home Buyer Disclosure Program" means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit "H" or another form agreed to by the City and the Owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

"Improvement Area" has the meaning given in the Recitals to this Agreement.

"Improvement Area #1" has the meaning given in the Recitals to this Agreement.

"Improvement Area #2" has the meaning given in the Recitals to this Agreement.

"Improvement Area #3" has the meaning given in the Recitals to this Agreement.

"Improvement Area #4" has the meaning given in the Recitals to this Agreement.

"Improvement Area #1 PID Bonds" means those certain City of Hutto Special Assessment Revenue Bonds, Series 20202021 (Hutto 315/Emory Crossing Public Improvement District) that are secured by Special Assessments levied on Improvement Area #1.

"Indenture" or **"Trust Indenture"** means any Indenture of Trust entered into in connection with the issuance of a series of PID Bonds for an Improvement Area, between the City and the Trustee setting forth terms and conditions related to such PID Bonds.

"Insurance Policy Documents" means true and correct copies of the relevant policy of insurance including all declarations, definitions, schedules, endorsements, exclusions, exceptions, riders, waivers, jackets, modifications, notices, descriptions of deductibles and of self-insured retentions and all other instruments and other documents governing insurance coverage under such policy.

"Issue Date" means the date of the initial delivery of any of the PID Bonds.

"Landowner Agreement" has the meaning given in Section 3.02 of this Agreement.

"Landowners" has the meaning given in Section 3.02 of this Agreement.

"Maturity Date" means the date one year after the last Annual Installment is collected.

"Non-Benefitted Property" means Parcels within the boundaries of the District that accrue no special benefit from Authorized Improvements, as determined by the City Council. Such Parcels include alleys, private roads, and easements that create an exclusive use for a public utility provider and accrue no special benefit from the Authorized Improvements. Property identified as Non-Benefitted Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel shall not be assessed.

"Non-PID Financed Public Improvements" means the Authorized Improvements within the Project that are not financed through an issuance of PID Bonds or the levy of Special Assessments.

"Operating Account" has the meaning given in Section 4.02(d) of this Agreement.

"Owner" has the meaning given in the recitals to this Agreement.

"Owners Association" means a homeowners association or property owners association.

"Owner Expended Funds" means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

"Parcel" means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purposes, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City Council.

"Party" means the Owner or the City, as parties to this Agreement, and **"Parties"** means collectively, the Owner and the City.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Administrator" means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

"PID Bond Ordinance" means and refers to an ordinance or ordinances of the City Council that authorize and approve the issuance and sale of a series of PID Bonds and provide for their security and payment, either under the terms of a PID Bond Ordinance or a trust indenture related to a series of PID Bonds.

"PID Bonds" means each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Authorized Improvements, or Segments thereof, and any bonds issued to refund all or a portion of any outstanding PID Bonds.

"PID Bond Proceeds" means the par amount of a series of PID Bonds.

"**Preliminary Plat**" means that certain preliminary plat attached hereto as Exhibit "C" approved by the City on _____, 2020-October 15, 2020 pursuant to Resolution No. R-2020-094.

"**Prepayment**" means the payment of all or a portion of a Special Assessment before the due date thereof.

"**Project**" has the meaning given in the recitals to this Agreement.

"**Project Engineer**" means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently _____, Randall Jones & Associates Engineering, Inc.

"**Project Fund**" means the separate and unique fund established by the City under such name pursuant to the Indenture.

"**Property**" has the meaning given in the recitals to this Agreement.

"**PUD**" means the planned unit development for the Property as authorized by Resolution No. 0-18-06-21-8C, as may be amended from time to time.

"**Redemption Agreement**" shall have the meaning given in Section 6.02 of this Agreement.

"**Reimbursement Obligation Balance**" means the Actual Costs of the Authorized Improvements eligible for financing or reimbursement pursuant to Section 4.02 of this Agreement and a Service and Assessment Plan.

"**Segment**" or "**Segments**" means the discrete portions of the Authorized Improvements identified as such.

"**Service and Assessment Plan**" or "**SAP**" means a Hutto 315 (Emory Crossing) Public Improvement District Service and Assessment Plan for an Improvement Area (as each such plan is amended, supplemented or updated from time to time), to be initially adopted by the City Council in an Assessment Ordinance for an Improvement Area for the purpose of assessing allocated costs against property located within the boundaries of an Improvement Area having terms, provisions and findings approved and agreed to by the Owner, as required by Article III of this Agreement. The Parties hereby acknowledge that each Service and Assessment Plan may be amended, supplemented or updated from time to time.

"**Special Assessment**" means the assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

"**Special Assessment Revenues**" means monies collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Property, or Annual Installment payment thereof, including any interest on such Special Assessment or

Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Actual Costs, and (iv) Foreclosure Proceeds.

"**State**" means the State of Texas.

"**Tax Certificate**" has the meaning given in Section 5.03 of this Agreement.

"**Tax Code**" means the Texas Tax Code.

"**Tax Equivalent Assessment Rate**" means the ad valorem tax equivalent of an Annual Installment due on a parcel at the time of an issuance of PID Bonds on \$100 of assessed valuation of the assessed parcel.

"**Third Party Claims**" or "**TPC**" has the meaning given in Section 8.02 of this Agreement.

"**Third-Party Contractor**" has the meaning given in Section 2.04 of this Agreement.

"**Transfer**" has the meaning given in Section 4.05 of this Agreement.

"**Transferee**" has the meaning given in Section 4.05 of this Agreement.

"**Trustee**" means the trustee under an Indenture, and any successor thereto permitted under an Indenture and any other Trustee under a future Indenture.

Exhibit "B"

PROPERTY DESCRIPTION FOR DEVELOPMENT

[See attached]

B-1

Exhibit "C"
PRELIMINARY PLAT

[See attached]

C-1

Exhibit "C-1"
IMPROVEMENT AREAS

C-1-1

Exhibit "D"

AUTHORIZED IMPROVEMENTS

<u>Authorized Improvements</u>	<u>Estimated Cost</u>
▪ <u>Streets</u> [Description to be provided]	
▪ <u>Water</u> [Description to be provided]	
▪ <u>Wastewater</u> [Description to be provided]	
▪ <u>Soft Costs</u> [Description to be provided]	

•**Note:** At the time of execution of this Agreement, the only Authorized Improvements (and estimated costs) that can be determined with certainty are the Improvement Area #1 Improvements which are listed below:

- *Streets*
Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps, and street lights. Intersections, signage, lighting, and re-vegetation of all disturbed areas within the right of way are included. These roadway improvements include streets that will provide street access to each Lot within Improvement Area #1. These projects will provide access to community roadways and state highways. The street improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.
- *Water*
Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary

appurtenances to be fully operational transmission lines extending water service to the limits of Improvement Area #1 and will be owned and operated by the City.

- *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of Improvement Area #1 and will be owned and operated by the City.

- *Soft Costs*

Estimated to equal 15% of hard costs, inclusive of 4% construction management fee.

Exhibit "D-1"

HOA-MAINTAINED IMPROVEMENTS

- Parks
- Open Space
- Trails

Exhibit "D-2"

NON-PID FINANCED IMPROVEMENTS

Amenity Center

D-2-1

Exhibit "E"

ACQUISITION AND REIMBURSEMENT AGREEMENT

[See attached]

Exhibit "F-1"

FORM OF CLOSING DISBURSEMENT REQUEST

(Closing Disbursement Request – Emory Crossing)

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for WLH Communities- Texas, LLC (the "**Owner**") and requests payment to the Owner from the applicable account of the Project Fund from _____, (the "**Trustee**") in the amount of \$_____ to be transferred from the applicable account of the Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Hutto 315/Emory Crossing Public Improvement District (the "**District**"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City of Hutto, Texas (the "City") and the Trustee dated as of _____, 20__ (the "**Indenture**") relating to the "[INSERT NAME OF BONDS] (the "**PID Bonds**").

In connection with the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.
2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City.
3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.
4. The Owner is in compliance with the terms and provisions of the PID Financing Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.
5. All conditions set forth in the Indenture and the PID Financing Agreement for the payment hereby requested have been satisfied.
6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding amount and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

WLH Communities-Texas, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Actual Costs of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Exhibit "F-2"

FORM OF CERTIFICATION FOR PAYMENT

(Certification for Payment – Emory Crossing)

CERTIFICATION FOR PAYMENT FORM NO. _____

The undersigned _____ (the "**Construction Manager**") requests payment from [the applicable account of the Project Fund] [the Operating Account] from the City of Hutto (the "**City**") in the amount of \$_____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Hutto 315/Emory Crossing Public Improvement District (the "**District**"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Hutto 315/Emory Crossing Public Improvement District Financing and Reimbursement Agreement between the Owner and the City (the "**PID Financing Agreement**").

In connection with the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager, and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the PID Financing Agreement, and (ii) are consistent with the Service and Assessment Plan.
5. The Construction Manager is in compliance with the terms and provisions of the PID Financing Agreement and the Service and Assessment Plan.
6. The Construction Manager has timely paid all ad valorem taxes and annual installments of Special Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.

7. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or its completed Segment). ***[Include bracketed language if final progress payment for such Authorized Improvement]***

8. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or Segment thereof).

9. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.][***Include bracketed language if final progress payment for such Authorized Improvement***]

10. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.

11. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.

Pursuant to the PID Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the Completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. ***[Include bracketed language if final progress payment for such Authorized Improvement]***

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

WLH Communities - Texas, LLC,
a Delaware limited liability company, as
CONSTRUCTION MANAGER

By: _____
Name: _____
Title: _____

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

By:

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. ____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. ____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. ____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF HUTTO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

<u>Segment</u>	<u>Description of Work Completed under this Certification for Payment</u>	<u>Actual Costs</u>
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ATTACHMENT B TO CERTIFICATION FOR PAYMENT FORM NO. _____

[Include Attachment B bracketed if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ____

INVOICE LEDGER

[illegible]

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

Exhibit "G"

BUDGET

<u>City Attorney</u>	<u>\$10,000 opinion fee per series of bonds</u>
<u>City's Financial Advisor</u>	<u>\$25,000 plus 2.00% of par value of each series of bonds</u>
<u>Bond Counsel</u>	<u>2.50% of par value of each series of bonds, minimum of \$50,000 per series</u>
<u>Underwriter</u>	<u>2.00% of par value of each series of bonds</u>
<u>Underwriter's Counsel</u>	<u>1.00% of par value of each series of bonds</u>

Exhibit "H"

**HUTTO 315 PUBLIC IMPROVEMENT DISTRICT (A/K/A EMORY CROSSING)
IMPROVEMENT AREA #___ - LOT TYPE ____
HOMEBUYER DISCLOSURE**

HOME BUYER DISCLOSURE PROGRAM

1. A Builder¹ for an Assessed Property shall provide each residential homebuyer with the "Notice of Obligation to Pay Public Improvement District Assessment to the City of Hutto, Texas", the form of which is attached hereto as Exhibit "H-1".
2. A Builder for an Assessed Property shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the PID Administrator in the Builder's model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers for an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ Builder" means a commercial builder who is in the business of constructing and/or selling residences to individual home buyers.

Exhibit "H-1" to Financing Agreement

**HUTTO 315 (EMORY CROSSING) PID – LOT TYPE [___]: HOMEBUYER
DISCLOSURE**

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS
TO THE CITY OF HUTTO, TEXAS**

CONCERNING THE PROPERTY AT:

STREET ADDRESS

**OUTSTANDING PRINCIPAL OF ASSESSMENT FOR AUTHORIZED
IMPROVEMENT: \$[_____]**

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Hutto, Texas, for the costs of a portion of Authorized Improvements (the "**Authorized Improvements**"), undertaken for the benefit of the property within the "Hutto 315 Public Improvement District" (the "**District**"), also known as "Emory Crossing", created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE OUTSTANDING PRINCIPAL OF THE ASSESSMENT AGAINST YOUR
PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS [\$ _____], WHICH MAY
BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE
DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH MAY VARY FROM
YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID,
COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council of the City of Hutto, Texas in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

You may ask your mortgage company to include the Annual Installments in your monthly escrow payment.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate on the date specified below my signature.

PURCHASER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in the
capacity stated and as the act and deed of the above-referenced entities as an authorized signatory
of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

The foregoing instrument was acknowledged before me by _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he or she executed the same for the purposes therein expressed, in the
capacity stated and as the act and deed of the above-referenced entities as an authorized signatory
of said entities.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas

PROJECTED ANNUAL INSTALLMENTS – LOT TYPE []

[WILL INSERT SCHEDULE OF PROJECTED ANNUAL INSTALLMENTS ONCE
FINALIZED]

|

HI-2

**EMORY CROSSING PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT
AGREEMENT
(IMPROVEMENT AREA #___)**

This Emory Crossing Public Improvement District Reimbursement Agreement (Improvement Area #___) (this "Reimbursement Agreement") is executed between the City of Hutto, Texas ("City") and WLH Communities-Texas LLC, a Delaware limited liability company (the "Owner") (each individually referred to as a "Party" and collectively as the "Parties") effective as of _____, 2020.

RECITALS

WHEREAS, on June 7, 2018, the City Council of Hutto, Texas (the "City Council") passed and approved Resolution No. R-18-06-07-9B (the "Creation Resolution") authorizing the creation of Emory Crossing Public Improvement District (the "District") (formerly known as Hutto 315 Public Improvement District), covering approximately 315 acres of land described in the Creation Resolution (the "District Property"); and

WHEREAS, the City Council may approve an Emory Crossing Public Improvement District Financing Agreement by and between the Owner and City (as the same may be amended from time to time the "PID Financing Agreement"); and

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is contemplated to be developed in phases ("Improvement Areas") beginning with Improvement Area #___ as shown on Exhibit "A" attached hereto ("Improvement Area #___"), and the Owner intends that certain Authorized Improvements be constructed over time to serve District Property (or portions thereof);

WHEREAS, the subsequent Improvement Areas are generally depicted on Exhibit "B" attached hereto; and

WHEREAS, if a PID Financing Agreement is approved, it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #___ (the "Improvement Area #___ Improvements", which will be further defined in a Service and Assessment Plan, as defined herein) and levy assessments against certain District Property within Improvement Area #___ (the "Improvement Area #___ Assessments") in accordance with the Assessment Roll

attached to a District Service and Assessment Plan for Improvement Area #___ (as the same may be amended or updated from time to time, the “Service and Assessment Plan”) within the District; and

WHEREAS, it is intended that the PID Bonds will be issued to finance a portion of the Actual Costs of, among other things, the Improvement Area #___ Improvements (the Actual Costs of the Improvement Area #___ Improvements being the “Improvement Area #___ Improvements Cost”); and

WHEREAS, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

WHEREAS, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #___ Assessments, including foreclosure sale proceeds, first into a segregated fund held by the City (the “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

WHEREAS, the Parties intend that the portion of the Improvement Area #___ Improvements Cost which is not financed by the proceeds of a series of PID Bonds shall be paid for with the hereinafter-defined Improvement Area #___ Reimbursement Obligation pursuant to the terms of this Reimbursement Agreement, and as further described pursuant to the PID Financing Agreement; and

WHEREAS, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area #___ Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Reimbursement Agreement are true and correct, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Definitions. If any of the following defined terms are given a different definition in the PID Finance Agreement or the Indenture, then that definition shall govern in the event of a conflict.
 - a. Actual Costs - shall mean the Owner’s demonstrated costs for designing and constructing the Authorized Improvements. Actual Cost(s) may include (a) the costs incurred by or on behalf of Owner for the design, planning, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred in preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or

other governmental approvals for such Authorized Improvement, (d) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting and similar professional services, (e) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvement, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the latter of the date of this Reimbursement Agreement or the respective dates of the expenditures until the date of reimbursement therefore.

- b. Authorized Improvements – shall mean any authorized improvement listed in the PID Act.
 - c. PID Bonds – shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Authorized Improvements, and any bonds issued to refund all or a portion of any outstanding PID Bonds.
 - d. Pledged Revenues- shall mean the sum of (i) revenues from special assessments from property owners within Improvement Area # ___ less (a) administrative expenses and (b) foreclosure proceeds; (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service; and (iii) any additional revenues that the City may pledge to the payment of PID Bonds.
3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited into the Operating Account. After a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited pursuant to the Indenture once executed.
 4. Payment of Improvement Area # ___ Improvements Cost. The City shall pay the Improvement Area # ___ Improvements Cost pursuant to executed and approved Payment Requests from the Operating Account. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area # ___ Improvements Cost pursuant to executed and approved certifications for payment in the manner provided for in the PID Financing Agreement and the Indenture for PID Issued for Improvement Area # ___.
 5. Improvement Area # ___ Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owner, and the Owner shall be entitled to receive from the City an amount equal to \$ _____ (the “Improvement Area # ___ Reimbursement Obligation”), in accordance with the

terms of this Reimbursement Agreement until _____ 20__ (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of Improvement Area #___ Improvements Cost in excess of the amount of the Improvement Area #___ Assessments collected. The Improvement Area #___ Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owner, solely from the Pledged Revenues deposited in the reimbursement fund created by an Indenture. The Improvement Area #___ Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City Council, and represents the total allowable costs to be assessed against Improvement Area #___ for the Improvement Area #___ Improvements that are not paid through the issuance of PID Bonds. The interest rate paid to the Owner on the Improvement Area #___ Reimbursement Obligation shall be of ____%. The interest rate is hereby approved by the City Council and complies with the PID Act. Interest will accrue from the date of delivery of the PID Bonds and shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months.

6. Obligated Payment Sources. The Improvement Area #___ Reimbursement Obligation, plus accrued and unpaid interest as described above, is payable to the Owner and secured under this Reimbursement Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #___ Reimbursement Obligation is not paid in full at the Maturity Date, and the Improvement Area #___ Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #___ Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the reimbursement fund created by an Indenture to pay the Improvement Area #___ Reimbursement Obligation and accrued and unpaid interest to the Owner is absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation.
7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Williamson County Tax Assessor-Collector, Improvement Area #___ Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #___ Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Section 3.03 of the PID Financing Agreement.
8. Process for Payment for the Improvement Area #___ Reimbursement Obligation. The Owner may submit to the City a written request for payment (a “Payment Request”) of any funds then available in the reimbursement fund created by an Indenture following February 1st of each year. Upon receipt of the Payment Request for Authorized Improvements described in the Service and Assessment Plan with all required

documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owner within thirty (30) days. This process will continue until the Improvement Area #___ Reimbursement Obligation and accrued and unpaid interest is paid in full, or until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #___ Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds.

9. Termination. Upon either (i) all payments paid to the Owner under this Reimbursement Agreement equal to the Improvement Area #___ Reimbursement Obligation plus any accrued and unpaid interest, (ii) the PID Bonds being issued for Improvement Area #___ that is equal to the Improvement Area #___ Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, less any payments made from the Bond Trustee pursuant to this Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area #___ Reimbursement Obligation, or (iv) the Maturity Date is reached, this Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #___ Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Improvement Area #___ Reimbursement Obligation shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further however that if any Improvement Area #___ Assessments remain due and payable and are uncollected on the Maturity Date, such Improvement Area #___ Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #___ for any outstanding PID Bonds, and then paid to the Owner and applied to the Improvement Area #___ Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds equal more than the Reimbursement Obligation.
10. Non-Recourse Obligation. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from Pledged Revenues and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under this Reimbursement Agreement. Developer acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Developer acknowledges that the only source of funds for payment under this Agreement is from the Reimbursement Account

11. Mandatory Prepayments. Notwithstanding any provision of this Reimbursement Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Improvement Area #___ Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owner pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owner, may reduce the amount of the Improvement Area #___ Reimbursement Obligation by a corresponding amount provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #___ Reimbursement Obligation to be less than zero.
12. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #___ Improvements.
13. Governing Law, Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Williamson County, Texas.
14. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Hutto
 Attn: Warren Hutmacher, City Manager
 500 West Live Oak Street
 Hutto, Texas 78634

With a copy to: Bojorquez Law Firm, PC
 Attn: Alan Bojorquez, City Attorney
 11675 Jollyville Road, Suite 300
 Austin, Texas 78759
 Facsimile: (512) 250-0749

If to Owner: WLH Communities – Texas, LLC
 Attn: Michael Slack
 810 Hesters Crossing Road, Suite 235

Round Rock, Texas 78681

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Talley J. Williams
221 W. 6th, Suite 1300
Austin, Texas 78701
Facsimile: (512) 404-2234

15. Invalid Provisions; Severability. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect. If any provision of this Reimbursement Agreement directly conflicts with the terms of the Indenture the Indenture shall control.
16. Exclusive Rights of Owner. Owner's right, title and interest into the payments of Improvement Area #___ Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its Improvement Area #___ Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of Owner in and to payment of its Improvement Area #___ Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owner that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owner agrees that the City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer.
17. Assignment.
 - a. Subject to subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project or any portion thereof and in connection with a corresponding assignment of the rights and obligations in the PID Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction that the assignee has the financial, technical, and managerial capacity, the

experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Reimbursement Agreement or the PID Financing Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of the Project so assigned.

- b. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.
- c. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.
- d. Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.
- e. Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.
- f. It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided

written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

- b. If the Owner is in Default, the City's sole and exclusive remedy shall be to seek specific enforcement of this Reimbursement Agreement. No Default by the Owner, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the reimbursement fund as provided in Section 6 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement. In addition to specific enforcement, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific enforcement.
 - c. If the City is in Default, the Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owner or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Reimbursement Agreement in accordance with its terms, (ii) modifications or amendments to this Reimbursement Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.
20. Anti-Boycott Verification, No business with Sanctioned Countries. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

21. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Owner’s participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

22. Miscellaneous.

- a. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owner to enforce its remedies under this Reimbursement Agreement.
- b. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Owner.
- c. This Reimbursement Agreement may be amended only by written agreement of the Parties.
- d. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement to be effective as of the date written on the first page of this Reimbursement Agreement.

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, a Notary Public, on this day personally appeared, by _____, _____ of The City of Hutto, Texas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2020.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on Next Page]

WLH COMMUNITIES – TEXAS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2020 by
_____, _____ of the WLH COMMUNITIES – TEXAS
LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

Name printed or typed
Commission Expires: _____

Exhibit “A”
Improvement Area #____

EXHIBIT “B”
Improvement Areas

RESOLUTION NO. R-2020-094

A RESOLUTION APPROVING THE PLAT KNOWN AS "EMORY CROSSING REVISION #2 PRELIMINARY PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

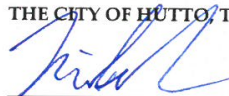
WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Emory Crossing Revision #2 Preliminary Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 15th day of the month October, 2020.

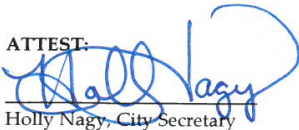
THE CITY OF HUTTO, TEXAS



Doug Gaul, Mayor

Mike Snyder, Mayor Pro Tem

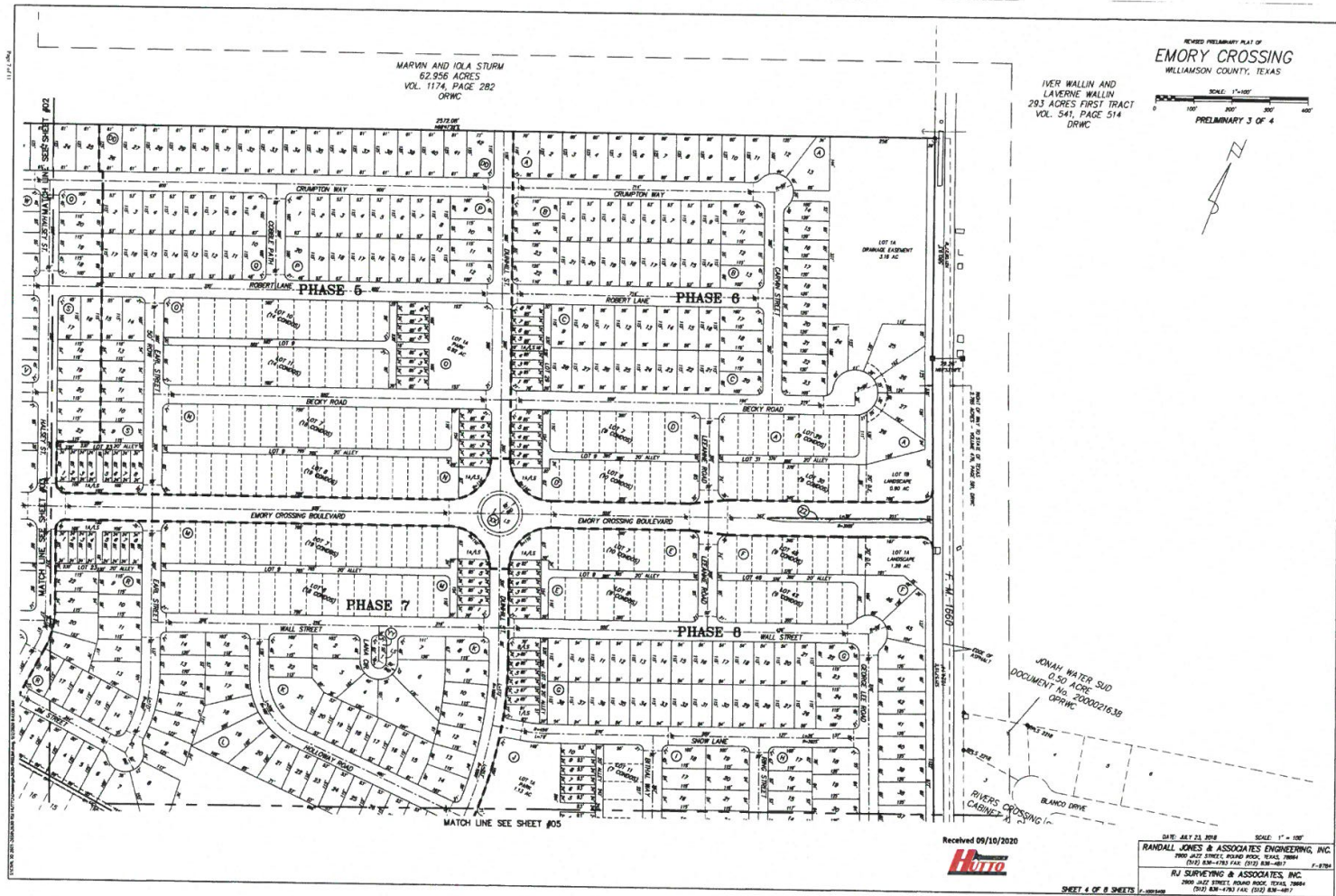
ATTEST:



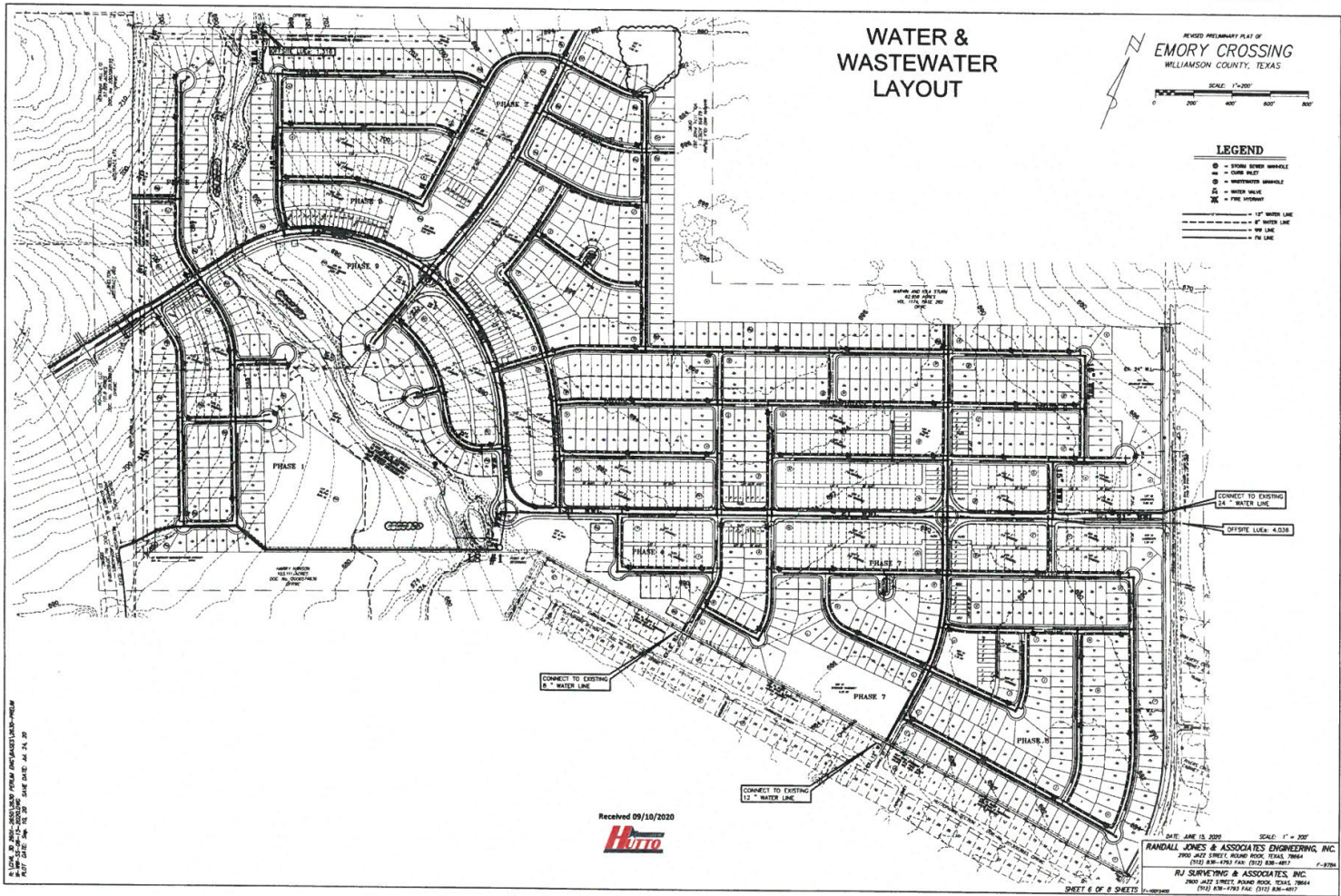
Holly Nagy, City Secretary

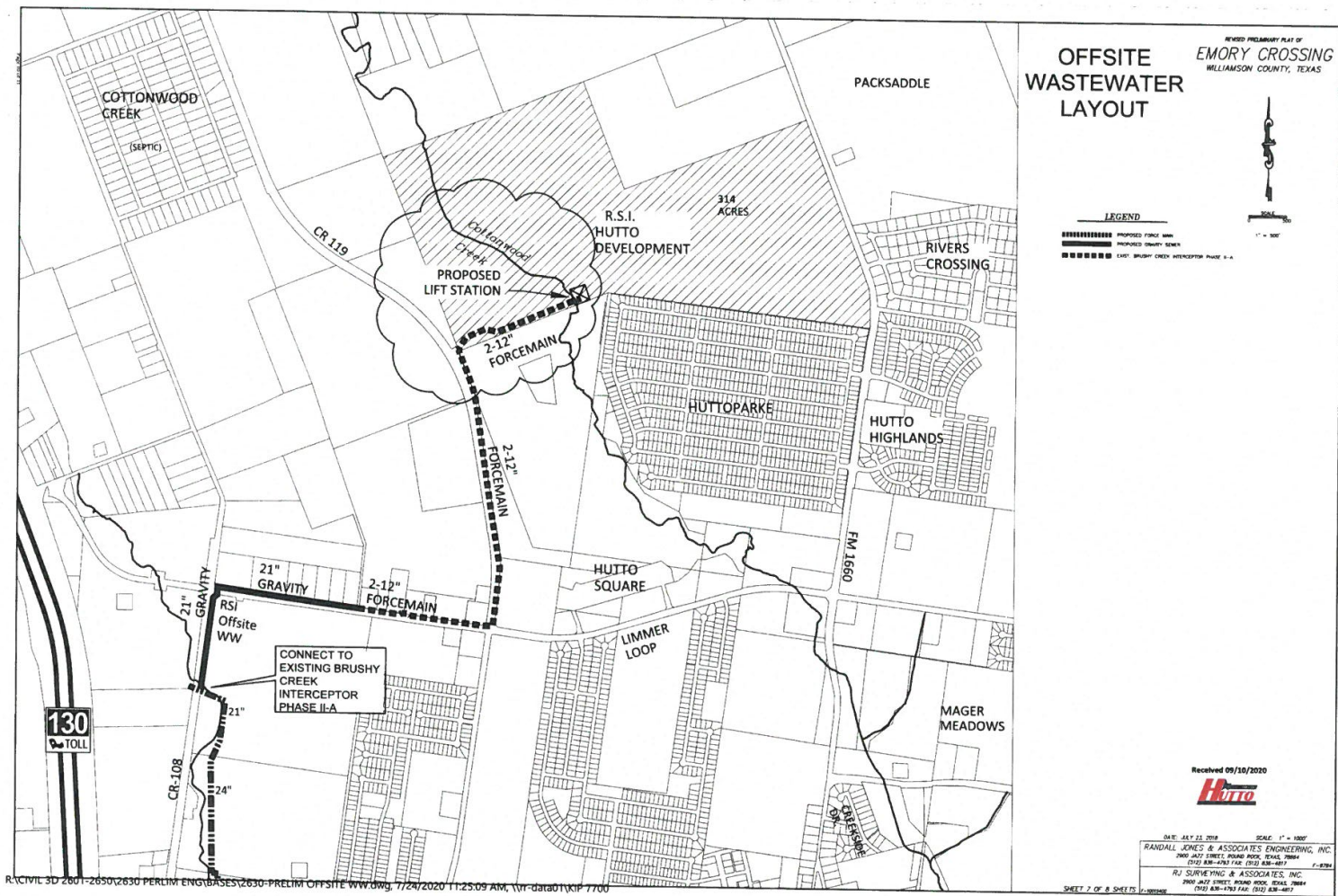


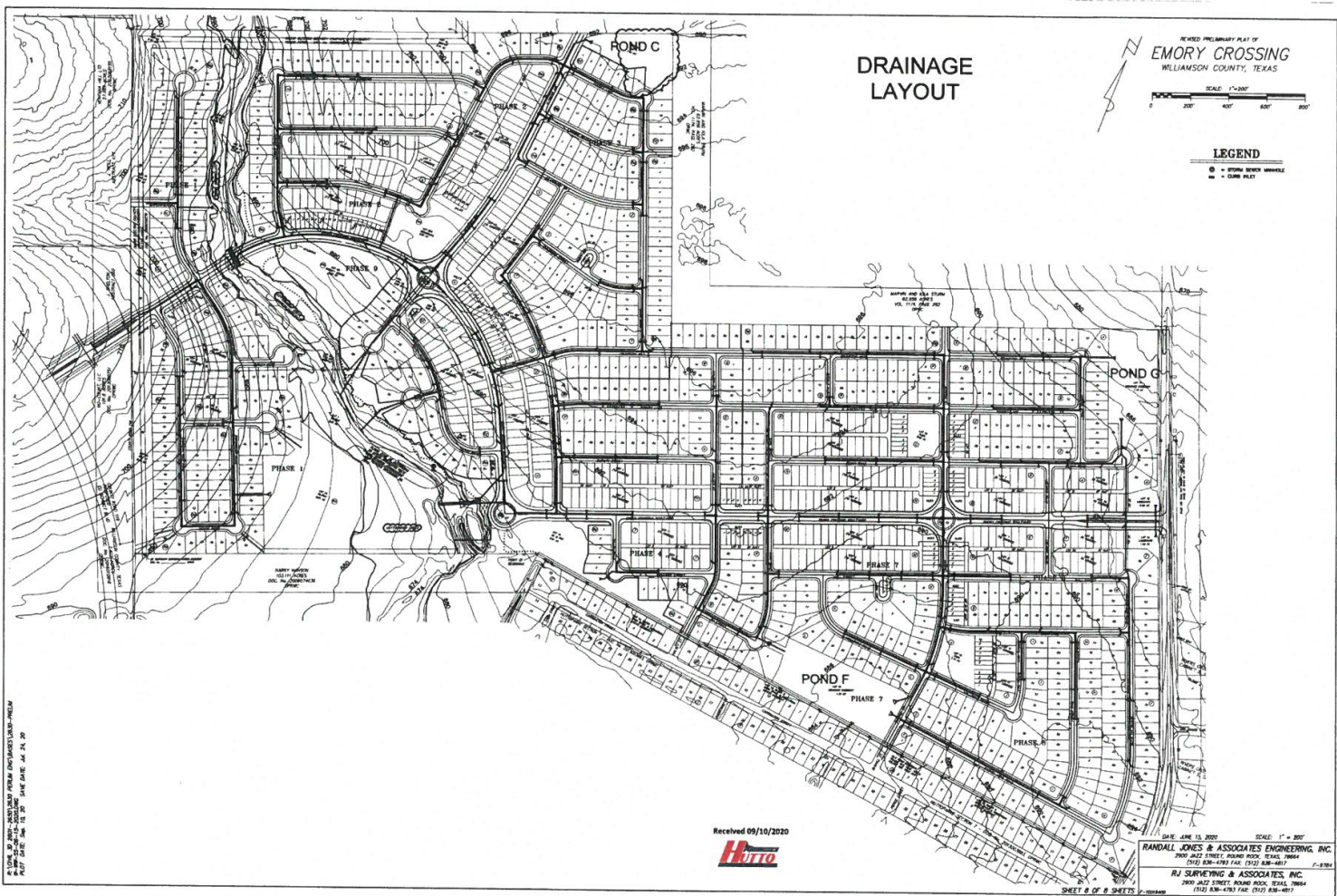












RESOLUTION NO. R-2020-096

A RESOLUTION APPROVING THE PLAT KNOWN AS "EMORY CROSSING PHASE 2 FINAL PLAT"; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as "Emory Crossing Phase 2 Final Plat", a copy of same being attached hereto as "Exhibit A" and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the 15th day of the month October, 2020.

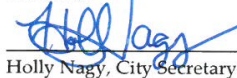
THE CITY OF HUTTO, TEXAS

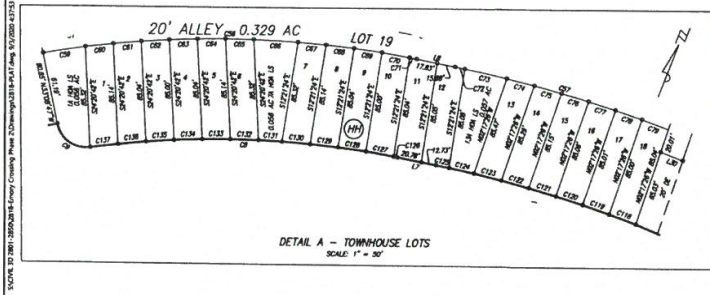
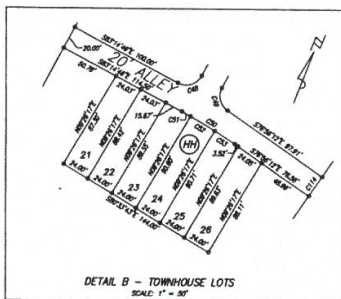
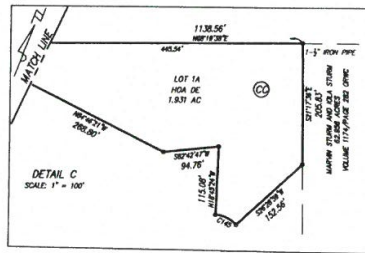
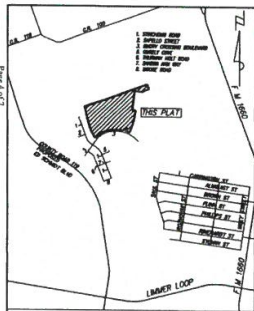


Doug Gault, Mayor

Mike Snyder, Mayor Pro Tem

ATTEST:


Holly Nagy, City Secretary



LEGAL DESCRIPTION:

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, IN WILLAMSON COUNTY, TEXAS, BEING A PART OF THAT 181.863 ACRE TRACT OF LAND CONVEYED TO NEW COMMUNITIES-TEXAS LLC BY DEED RECORDED IN DOCUMENT NO. 2010027550 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS (OPRC), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" BORN ROD SET ON THE NORTH LINE OF SAID 181.863 ACRE TRACT, SAME BEING THE SOUTH LINE OF THAT 44.57 ACRE TRACT CONVEYED TO RONALD ALBERT SMITH AND JANICE K. SMITH BY DEED RECORDED IN VOLUME 116, PAGE 18 OF THE OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS (OPRC), FROM WHICH A 3/8" BORN ROD FOUND ON THE EAST LINE OF THAT 57.880 ACRE TRACT CONVEYED TO VERNIA HALL, LTD. BY DEED RECORDED IN DOCUMENT NO. 200706153, OPRC, AND MONUMENTING THE NORTHWEST CORNER OF SAID 181.863 ACRE TRACT BEARS S89°31'55"W A DISTANCE OF 574.30 FEET;

THENCE ALONG THE NORTH LINE OF SAID 181.863 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 44.57 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. N89°31'55"E A DISTANCE OF 148.61 FEET TO A 1/2" BORN ROD SET;
2. N89°31'55"E A DISTANCE OF 181.53 FEET TO A 1/2" BORN ROD SET AT THE SOUTHEAST CORNER OF SAID 44.57 ACRE TRACT AND THE SOUTHWEST CORNER OF THAT 170.00 ACRE TRACT (TRACT FINALLY CONVEYED TO HELEN J. PETERSON, TRUSTEE OF THE PETERSON FAMILY TRUST BY DEED RECORDED IN DOCUMENT NO. 2010027732, OPRC);

THENCE ALONG THE NORTH LINE OF SAID 181.863 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 170.00 ACRE TRACT, N89°31'55"E A DISTANCE OF 1138.56 FEET TO A 1-1/2" BORN PIPE FOUND MONUMENTING THE NORTHWEST CORNER OF SAID 181.863 ACRE TRACT AND THE NORTHWEST CORNER OF THAT 62.858 ACRE TRACT CONVEYED TO MARVIN STURM AND IDA STURM BY DEED RECORDED IN VOLUME 117A, PAGE 282, OPRC;

THENCE ALONG THE EAST LINE OF SAID 181.863 ACRE TRACT AND ALONG THE WEST LINE OF SAID 62.858 ACRE TRACT, S21°17'55"E A DISTANCE OF 205.83 FEET TO A 1/2" BORN ROD SET;

THENCE ACROSS SAID 181.863 ACRE TRACT, THE FOLLOWING TWENTY-TWO (22) COURSES:

1. S29°38'50"W A DISTANCE OF 152.56 FEET TO A 1/2" BORN ROD SET FOR A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
2. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 35.48 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°14'21"; AND A CHORD BEARING N89°31'55"W, 35.48 FEET TO A 1/2" BORN ROD SET;
3. N89°31'55"W A DISTANCE OF 115.08 FEET TO A 1/2" BORN ROD SET;
4. S82°42'47"W A DISTANCE OF 84.76 FEET TO A 1/2" BORN ROD SET;
5. N89°42'57"W A DISTANCE OF 298.00 FEET TO A 1/2" BORN ROD SET;
6. S82°52'12"W A DISTANCE OF 68.72 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
7. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 34.23 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 0°48'25"; AND A CHORD BEARING S85°38'30"W, 34.23 FEET TO A 1/2" BORN ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
8. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 38.78 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 0°52'31"; AND A CHORD BEARING S85°31'21"E, 35.01 FEET TO A 1/2" BORN ROD SET;
9. S85°31'21"E A DISTANCE OF 104.57 FEET TO A 1/2" BORN ROD SET;
10. S89°31'55"W A DISTANCE OF 50.00 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
11. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 35.22 FEET, HAVING A RADIUS OF 298.00 FEET, A CENTRAL ANGLE OF 1°02'56"; AND A CHORD BEARING S13°08'10"W, 504.48 FEET TO A 1/2" BORN ROD SET;
12. S13°08'10"W A DISTANCE OF 152.70 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
13. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 5.81 FEET, HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 0°01'32"; AND A CHORD BEARING S84°29'21"E, 5.81 FEET TO A 1/2" BORN ROD SET;
14. S89°18'11"W A DISTANCE OF 105.18 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
15. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 185.31 FEET, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 81°40'23"; AND A CHORD BEARING N22°14'43"W, 170.01 FEET TO A 1/2" BORN ROD SET;
16. N22°14'43"W A DISTANCE OF 70.35 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
17. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 182.96 FEET, HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 80°38'10"; AND A CHORD BEARING S89°31'55"W, 182.23 FEET TO A 1/2" BORN ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
18. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 35.03 FEET, HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 1°32'44"; AND A CHORD BEARING S89°24'16"W, 351.38 FEET TO A 1/2" BORN ROD SET;
19. S75°25'56"W A DISTANCE OF 33.50 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
20. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 263.59 FEET, HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 1°14'21"; AND A CHORD BEARING S70°05'43"W, 262.35 FEET TO A 1/2" BORN ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
21. WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 37.73 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'40"; AND A CHORD BEARING N07°22'37"E, 34.25 FEET TO A 1/2" BORN ROD SET;
22. S89°31'55"W A DISTANCE OF 50.00 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
23. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 37.73 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°37'40"; AND A CHORD BEARING S70°05'43"W, 34.25 FEET TO A 1/2" BORN ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
24. SOUTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 298.20 FEET, HAVING A RADIUS OF 785.00 FEET, A CENTRAL ANGLE OF 1°14'21"; AND A CHORD BEARING S70°05'43"W, 298.58 FEET TO A 1/2" BORN ROD SET AT A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
25. FROM WHENCE THE SOUTHWEST CORNER OF THE JAMES HELL SURVEY, ABSTRACT NO. 477 BEARS APPROXIMATELY S89°38'50"W A DISTANCE OF 562 FEET;
26. NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 581.87 FEET, HAVING A RADIUS OF 1386.44 FEET, A CENTRAL ANGLE OF 2°24'23"; AND A CHORD BEARING N05°27'07"E, 587.40 FEET TO A 1/2" BORN ROD SET;
27. N41°41'53"W A DISTANCE OF 564.71 FEET TO THE SMO POINT OF BEGINNING.

CONTAINING 44,521 ACRES, MORE OR LESS.
ALL BORN RODS SET HAVE 7/8" SURVEYING CHIPS.
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, ZONE 48N. ALL DISTANCES SHOWN HEREIN ARE LINE DISTANCES.
WILLAMSON COUNTY APPROVAL, DISTRICT REFERENCE NO. 1800574.
SHEET 1 OF 4 SHEETS

FINAL PLAT OF EMORY CROSSING PHASE 2 CITY OF HUTTO, WILLAMSON COUNTY, TEXAS



- LEGEND:
- 1/2" BORN ROD FOUND (EXCEPT OTHERWISE NOTED)
 - 1/2" BORN ROD SET WITH "TO SURVEY" CHIP
 - RIGHT-OF-WAY
 - LANDSCAPE
 - SHRUBBAGE EXISTENT
 - PUBLIC UTILITY EXISTENT
 - PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
 - DEED RECORDS OF WILLAMSON COUNTY, TEXAS
 - OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS
 - OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
 - HOMEOWNERS ASSOCIATION
 - MANHOLE FISHED FLOOR ELEVATION (HARD TAG)
 - CITY LAMP LINE
 - 8-FOOT WIDE DRIVEWAY

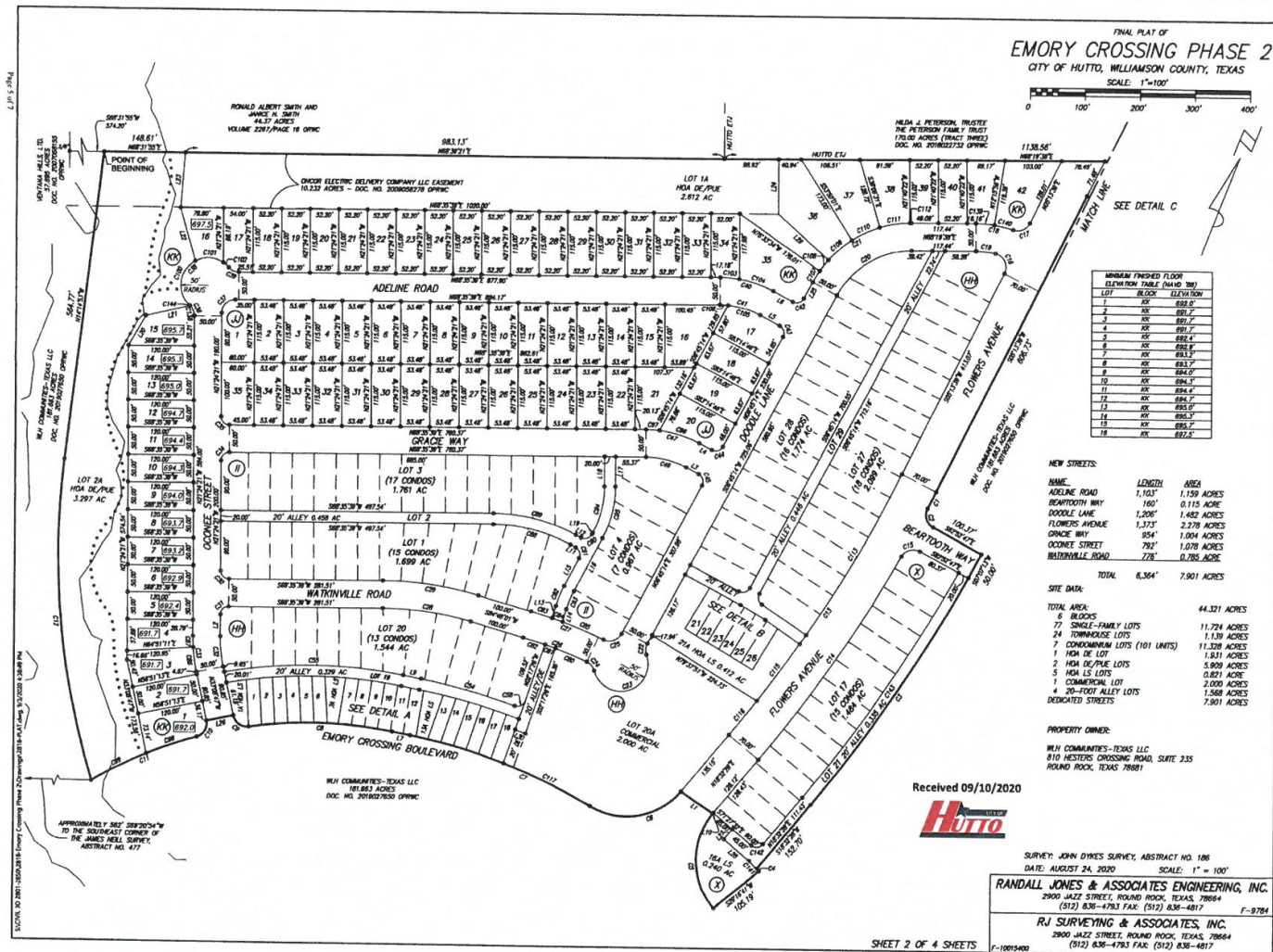
EXEMPTION NOTES:

- AGREEMENT REGARDING DRAINAGE, DITCH MAINTENANCE, BETWEEN OSCAR GREEN AND HEINMAN AREND - VOLUME 372/PAGE 478 OPRC - APPLIES TO SUBJECT TRACT, NOT SHOWN ON PLAT.
- ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES EXISTENT TO TEXAS POWER & LIGHT COMPANY - VOLUME 361/PAGE 145 OPRC - APPLIES TO SUBJECT TRACT, DESCRIPTION INSUFFICIENT, NOT SHOWN ON PLAT.
- ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EXISTENT TO TEXAS POWER & LIGHT COMPANY AND THE MODERATE TELEPHONE COMPANY OF TEXAS - VOLUME 86A/PAGE 883 OPRC - APPLIES TO SUBJECT TRACT, DESCRIPTION INSUFFICIENT, NOT SHOWN ON PLAT.
- 10.332 ACER EXEMPTION AND RIGHT-OF-WAY TO ENCORE ELECTRIC DELIVERY COMPANY, LLC - DOCUMENT NO. 200808278 OPRC - APPLIES TO SUBJECT TRACT SHOWN ON PLAT.

Received 09/10/2020



SURVEY: JOHN DYKES SURVEY, ABSTRACT NO. 186
DATE: AUGUST 24, 2020 SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-78784
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-1005400



FINAL PLAT OF
EMORY CROSSING PHASE 2
 CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BEING
C1	34.23'	2535.00'	000°49'25"	505°36'32"W
C2	38.78'	33.00'	088°52'51"	538°26'21"E
C3	568.73'	2860.00'	010°52'36"	513°06'00"W
C4	5.81'	1140.00'	000°17'32"	584°28'21"E
C5	185.31'	130.00'	081°40'22"	402°17'43"W
C6	182.86'	130.00'	080°38'10"	538°51'33"W
C7	353.07'	1035.00'	018°32'44"	589°24'14"W
C8	263.59'	785.00'	018°14'21"	570°00'43"W
C9	37.73'	35.00'	088°27'40"	510°05'02"W
C10	37.73'	35.00'	010°10'05"	545°40'48"W
C11	206.20'	785.00'	010°10'05"	589°07'00"W
C12	591.87'	1386.44'	024°14'23"	569°07'00"W
C13	572.78'	2465.00'	013°18'46"	511°32'36"W
C14	455.79'	2535.00'	010°18'06"	513°27'28"W
C15	38.78'	35.00'	088°52'51"	552°40'48"W
C16	45.23'	35.00'	103°30'05"	588°35'23"W
C17	35.83'	35.00'	082°20'35"	588°23'53"E
C18	68.83'	205.00'	018°14'37"	577°58'36"W
C19	35.89'	153.00'	013°18'53"	574°53'36"W
C20	186.57'	155.00'	081°34'24"	537°32'26"W
C21	220.30'	205.00'	081°34'24"	537°32'26"W
C22	21.63'	25.00'	048°11'23"	517°20'28"W
C23	181.45'	50.00'	185°00'47"	551°04'14"E
C24	21.89'	25.00'	050°08'42"	581°30'13"W
C25	36.11'	25.00'	087°18'56"	580°23'12"E
C26	124.05'	825.00'	008°38'36"	586°00'29"W
C27	141.81'	870.00'	009°17'08"	586°28'35"W
C28	162.84'	575.00'	018°12'22"	576°43'30"W
C29	176.78'	625.00'	018°12'22"	576°43'30"W
C30	23.58'	15.00'	080°00'00"	583°35'21"W
C31	33.58'	15.00'	080°00'00"	583°35'21"W
C32	56.39'	275.00'	011°44'28"	527°18'34"E
C33	66.80'	325.00'	011°44'28"	527°18'34"E
C34	33.58'	15.00'	080°00'00"	583°35'21"W
C35	33.58'	15.00'	080°00'00"	583°35'21"W
C36	20.86'	25.00'	047°46'51"	545°18'47"W
C37	36.27'	25.00'	080°00'00"	583°35'21"W
C38	162.32'	50.00'	180°00'14"	523°46'54"W
C39	21.03'	25.00'	048°11'23"	587°18'40"E
C40	100.75'	205.00'	028°08'35"	582°40'28"W
C41	76.18'	155.00'	028°08'35"	582°40'28"W
C42	23.58'	15.00'	080°00'00"	581°45'14"E
C43	23.58'	15.00'	080°00'00"	581°45'14"E
C44	23.58'	15.00'	080°00'00"	581°45'14"E
C45	76.18'	155.00'	028°08'35"	582°40'28"W
C46	100.75'	205.00'	028°08'35"	582°40'28"W
C47	23.58'	15.00'	080°00'00"	581°45'14"E
C48	23.58'	15.00'	080°00'00"	581°45'14"E
C49	21.91'	15.00'	057°41'28"	538°05'29"E
C50	52.86'	480.00'	008°18'34"	589°05'29"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BEING
C51	6.35'	480.00'	000°38'48"	582°44'50"W
C52	24.00'	480.00'	000°31'54"	580°44'00"W
C53	30.50'	480.00'	002°28'51"	578°08'36"W
C54	176.82'	1140.00'	008°31'12"	584°04'30"W
C55	328.82'	890.00'	021°10'06"	589°02'51"W
C56	320.82'	870.00'	021°10'53"	589°03'57"W
C57	188.22'	1130.00'	008°40'47"	584°28'17"W
C58	23.77'	15.00'	080°48'32"	543°08'50"E
C59	36.54'	870.00'	002°48'28"	559°42'15"W
C60	24.06'	870.00'	001°35'04"	581°43'00"W
C61	24.02'	870.00'	001°34'58"	581°43'00"W
C62	24.00'	870.00'	001°34'51"	584°28'44"W
C63	24.02'	870.00'	001°34'51"	588°01'37"W
C64	24.06'	870.00'	001°35'04"	588°38'38"W
C65	24.06'	870.00'	002°29'28"	577°38'57"W
C66	24.02'	870.00'	001°34'58"	577°18'18"W
C67	24.06'	870.00'	001°35'04"	577°18'18"W
C68	24.02'	870.00'	001°34'58"	577°18'18"W
C69	24.00'	870.00'	001°34'51"	578°01'17"W
C70	24.00'	870.00'	001°34'51"	578°26'02"W
C71	6.18'	870.00'	000°24'73"	578°25'42"W
C72	6.34'	1120.00'	000°25'36"	578°50'42"W
C73	36.68'	1120.00'	001°52'35"	580°59'47"W
C74	24.10'	1120.00'	001°13'58"	582°33'04"W
C75	24.08'	1120.00'	001°13'50"	582°46'38"W
C76	24.03'	1120.00'	001°13'45"	583°00'48"W
C77	24.01'	1120.00'	001°13'41"	583°14'28"W
C78	24.00'	1120.00'	001°13'40"	583°28'10"W
C79	24.00'	1120.00'	001°13'41"	583°41'30"W
C80	62.18'	825.00'	004°18'51"	588°44'34"W
C81	20.00'	825.00'	001°23'21"	588°24'15"W
C82	41.89'	825.00'	002°54'24"	588°15'17"W
C83	45.35'	875.00'	009°40'25"	589°01'17"W
C84	20.02'	875.00'	001°18'05"	589°03'52"W
C85	81.44'	875.00'	005°19'57"	588°54'48"W
C86	45.38'	325.00'	002°58'28"	529°08'48"E
C87	21.22'	325.00'	002°44'28"	527°18'35"E
C88	146.72'	300.00'	028°01'17"	582°36'17"W
C89	156.50'	320.00'	028°01'17"	582°36'17"W
C90	23.58'	15.00'	080°00'00"	581°45'14"E
C91	23.58'	15.00'	080°00'00"	583°35'21"W
C92	38.34'	205.00'	011°18'08"	500°58'51"W
C93	35.40'	180.00'	011°18'08"	500°58'51"W
C94	88.03'	180.00'	028°01'17"	582°36'17"W
C95	87.81'	200.00'	028°01'17"	582°36'17"W
C96	75.83'	205.00'	021°11'34"	588°08'22"W
C97	24.83'	205.00'	008°58'01"	572°04'36"W
C98	97.35'	785.00'	007°08'18"	548°45'42"W
C99	111.85'	785.00'	008°08'48"	542°07'38"W
C100	85.64'	50.00'	109°25'58"	514°25'15"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BEING
C101	53.84'	30.00'	081°28'51"	571°08'44"W
C102	13.04'	30.00'	014°36'15"	570°41'58"W
C103	34.98'	205.00'	009°48'40"	572°38'59"W
C104	85.77'	205.00'	018°22'55"	587°33'48"W
C105	81.83'	155.00'	002°44'47"	571°18'06"W
C106	14.69'	155.00'	002°44'47"	571°18'06"W
C107	23.96'	205.00'	008°41'30"	510°08'06"W
C108	25.17'	205.00'	002°02'09"	518°58'06"W
C109	58.10'	205.00'	015°40'47"	528°18'36"W
C110	58.08'	205.00'	015°40'30"	544°00'14"W
C111	55.87'	205.00'	015°36'58"	539°38'57"W
C112	3.11'	205.00'	000°52'12"	587°53'52"E
C113	342.12'	2465.00'	000°75'07"	588°12'13"E
C114	20.00'	2465.00'	000°27'54"	513°24'43"E
C115	130.44'	2465.00'	003°01'55"	515°08'37"E
C116	80.23'	2465.00'	001°51'23"	517°38'21"E
C117	175.84'	1035.00'	009°44'03"	589°41'24"W
C118	24.00'	1035.00'	001°19'44"	588°48'42"E
C119	24.00'	1035.00'	001°19'43"	587°28'58"W
C120	24.01'	1035.00'	001°19'45"	588°07'15"W
C121	24.01'	1035.00'	001°19'45"	587°27'55"W
C122	24.07'	1035.00'	001°19'56"	588°07'24"W
C123	24.11'	1035.00'	001°19'56"	588°07'24"W
C124	21.71'	1035.00'	001°12'07"	588°01'37"W
C125	11.29'	1035.00'	000°37'30"	579°50'48"W
C126	3.24'	785.00'	000°14'50"	579°50'48"W
C127	24.00'	785.00'	001°43'07"	578°31'10"W
C128	24.00'	785.00'	001°43'07"	578°48'03"W
C129	24.03'	785.00'	001°43'13"	578°00'39"W
C130	24.03'	785.00'	001°43'25"	573°15'33"W
C131	20.05'	785.00'	001°27'48"	571°38'53"W
C132	24.07'	785.00'	001°45'28"	570°02'21"W
C133	24.03'	785.00'	001°45'13"	568°17'02"W
C134	24.00'	785.00'	001°45'07"	568°31'52"W
C135	24.07'	785.00'	001°45'07"	568°48'45"W
C136	24.07'	785.00'	001°45'13"	567°01'35"W
C137	24.07'	785.00'	001°45'25"	561°18'18"W
C138	26.57'	25.00'	047°08'28"	545°08'51"W
C139	33.88'	205.00'	002°44'28"	527°01'51"W
C140	35.18'	205.00'	008°58'11"	582°36'17"W
C141	20.12'	1140.00'	001°00'41"	585°08'27"W
C142	23.58'	15.00'	080°00'00"	583°35'21"E
C143	301.23'	2840.00'	010°59'41"	517°08'07"E
C144	0.30'	25.00'	000°40'53"	588°53'48"W
C145	38.48'	50.00'	048°14'31"	588°08'13"W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N77° 11' 29"W	70.35'
L2	N21° 24' 21"W	39.58'
L3	S83° 14' 46"E	25.89'
L4	S83° 14' 46"E	25.89'
L5	S83° 14' 46"E	40.07'
L6	S83° 14' 46"E	40.07'
L7	S79° 37' 54"W	33.50'
L8	N79° 37' 54"E	33.50'
L9	N79° 37' 54"E	33.50'
L10	S18° 32' 28"W	1.69'
L11	S83° 23' 05"E	10.69'
L12	S83° 23' 05"E	10.69'
L13	S04° 39' 12"E	23.41'
L14	S04° 39' 12"E	24.37'
L15	S06° 36' 55"W	57.42'
L16	S06° 36' 55"W	110.16'
L17	S21° 24' 21"E	54.38'
L18	N21° 24' 21"W	54.38'
L19	S06° 36' 55"W	2.74'
L20	N08° 27' 23"E	63.36'
L21	S55° 35' 09"W	82.58'
L22	N37° 32' 05"W	99.87'
L23	N18° 30' 25"W	100.96'
L24	N21° 17' 26"W	99.95'
L25	S06° 45' 14"W	33.92'
L26	S56° 51' 13"W	50.00'
L27	S18° 32' 28"W	24.05'
L28	S71° 27' 32"E	60.00'
L29	N89° 26' 43"W	122.89'
L30	N89° 51' 42"E	20.01'

Received 09/10/2020



DATE: AUGUST 24, 2020

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
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SHEET 3 OF 4 SHEETS

FINAL PLAT OF
EMORY CROSSING PHASE 2
CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS

PLAT NOTES:

- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OF WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
- BUILDING SETBACK LINES SHALL CONFORM TO LDC REQUIREMENTS.
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
- A TEN (10) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE LOT LINES OF SF-1 AND SF-1 CONDOMINIUM LOTS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
- STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE LDC REQUIREMENTS.
- SIDEWALKS AND TREES SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS WITHIN THIS SUBDIVISION.
- SIDEWALKS AND TREES SHALL BE PROVIDED ALONG ALL STREETS BOUNDING THIS SUBDIVISION.
- AN ARTERIAL FENCE SHALL BE CONSTRUCTED PER LDC REQUIREMENTS.
- WATER WILL BE AVAILABLE THROUGH JONAH S.U.D. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. WASTEWATER WILL BE AVAILABLE THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEM IS INSTALLED TO THIS SITE. THE CITY OF HUTTO AND JONAH S.U.D. ASSUME NO OBLIGATION FOR INSTALLING ANY IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
- IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
- UTILITY PROVISIONS FOR THIS SUBDIVISION ARE: WATER - JONAH S.U.D.; WASTEWATER - CITY OF HUTTO; AND ELECTRIC - ONCOR.
- A PORTION OF THIS TRACT IS ENCOMPASSED BY SPECIAL FLOOD HAZARD AREAS INDICATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP #81079 COMMUNITY PANEL NUMBER 484910C0107, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- THE FOLLOWING LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION: BLOCK X - LOTS 16A AND 21; BLOCK CC - LOT 1A; BLOCK HH - LOTS 1A, 7A, 13A, 15, 21A AND 25; BLOCK H - LOT 2; BLOCK KK - LOTS 1A AND 2A.
- ALL LOTS IN THIS SUBDIVISION SHALL BE ZONED PUD WITH A BASE ZONING OF SF-1 OR E-1 FOR THE PUD.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO SINGLE FAMILY RESIDENTIAL USE, UNLESS OTHERWISE INDICATED.
- THE MAXIMUM IMPERVIOUS COVERAGE FOR RESIDENTIAL LOTS IS 55%.
- ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO UNITED DEVELOPMENT CODE, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- ON-SITE STORMWATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 2, 10, 25 AND 100-YEAR STORM EVENTS.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- ALL DRAINAGE EASEMENT LOTS, LANDSCAPE LOTS AND PARK LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- LANDSCAPED MEDIAN AND THE CENTER OF THE ROUND-A-BOUTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- FIRE LANE SIGNS AS SPECIFIED IN SECTION D103.6 OF THE 2018 INTERNATIONAL FIRE CODE SHALL BE POSTED ON ONE SIDE OF FIRE APPARATUS ACCESS ROADS MORE THAN 76 FEET WIDE AND LESS THAN 32 FEET WIDE PER SECTION D103.6.2.
- THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION D11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- THE MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) SHOWN ON THIS PLAT WERE DETERMINED BY ADDING TWO (2) FEET TO THE BASE FLOOD ELEVATION (BFE) AS SHOWN ON THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP #81079 COMMUNITY PANEL NUMBER 484910C0107, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS / KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON /

I, ISRAEL RAMIREZ, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF ____ 20__.

BY: *Israel Ramirez* 9.2.2020
ISRAEL RAMIREZ
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664
PHONE (512) 836-4793
FIRM NO. 8794

STATE OF TEXAS / KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON /

I, STEPHEN R. LAWRENCE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6352, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS, THIS ____ DAY OF ____ 20__.

BY: *Stephen R. Lawrence* 9/2/2020
STEPHEN R. LAWRENCE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6352
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664
PHONE (512) 836-4793
FIRM NO. 10075400

STATE OF TEXAS / KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON /

WE, WLH COMMUNITIES-TEXAS LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019027650 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SURRENDER SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS EMORY CROSSING PHASE 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF ____ 20__.

WLH COMMUNITIES-TEXAS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
PRINTED NAME: _____
TITLE: _____
WLH COMMUNITIES-TEXAS LLC
810 HESTERS CROSSING ROAD, SUITE 235
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF ____ 20__ A.D.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____ 20__ A.D.
AT ____ O'CLOCK ____ M., AND DULY RECORDED THIS THE ____ DAY OF ____ 20__ A.D. AT
SAID COUNTY IN DOCUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

THIS PLAT WAS APPROVED FOR RECORDING BY THE HUTTO CITY COUNCIL ON THE ____ DAY OF ____ 20__.

DOUG GAUL, MAYOR DATE _____ LACE HALE, CITY SECRETARY DATE _____

Received 09/10/2020

Hutto

DATE: AUGUST 24, 2020
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784
RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10075400

SHEET 4 OF 4 SHEETS

WILLIAMSON COUNTY ADDRESSING COORDINATOR

The District includes approximately 315.280 acres located within the City, as described legally by metes and bounds and as depicted below. Development of the District is anticipated to include 773 single-family homes, 118 townhomes and 458 detached condos.

181.663 Acres

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT No. 186, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 181.329 ACRE TRACT OF LAND CONVEYED TO PATSY LOUISE OVERTON BY DEED RECORDED IN DOCUMENT No. 2013031396 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found at the northwest corner of Lot 113, Block C, Hutto Park Section 7, according to the plat thereof recorded in Document No. 2013003893 of the Official Public Records of Williamson County, Texas, being also at the northeast corner of a 103.111 Acre Tract of land conveyed to Harry Hanson by deed recorded in Document No. 2006074636 of the Official Public Records of Williamson County, Texas and at an angle point in the south line of 181.329 Acre Tract;

THENCE S.68°08'47"W. along the south line of said 181.329 Acre Tract and the north line of said 103.111 Acre Tract a distance of 2,120.90 feet to a 1/2" iron rod set at the southwest corner of said 181.329 Acre Tract, and the northwest corner of said 103.111 Acre Tract;

THENCE N.22°26'10"W. along the west line of said 181.329 Acre Tract a distance of 1,614.45 feet to a 1/2" iron rod found at the southeast corner of a 57.895 Acre Tract of land conveyed to Ventana Hill, LTD by deed recorded in Document No. 2007068155 of the Official Public Records of Williamson County, Texas;

THENCE N.21°06'07"W. along the west line of said 181.329 Acre Tract and the east line of said 57.895 Acre Tract a distance of 1,137.50 feet to a 3/8" iron rod found at the northwest corner of said 181.329 Acre Tract, being also the southwest corner of a 44.37 Acre Tract of land conveyed to Ronald and Janice Smith by deed recorded in Volume 2267, Page 016 of the Official Records of Williamson County, Texas;

THENCE along the north line of said 181.329 Acre Tract and the south line of said 44.37 Acre Tract the following two courses:

1. N.68°31'55"E. a distance of 722.81 feet to a 1/2" iron rod set;
2. N.68°39'21"E. a distance of 983.13 feet 1/2" iron rod set at the southeast corner of said 44.37 Acre Tract and at the southwest corner of a 170.00 Acre Tract of land conveyed to Peterson Family Trust by deed recorded in Document No. 2011056854 of the Official Public Records of Williamson County, Texas;

THENCE N.68°19'38"E. along the north line of said 181.329 Acre Tract and the south line of said 170.00 Acre Tract a distance of 1,138.56 feet to a 1-1/2" iron pipe found at the northeast corner of said 181.329 Acre Tract and at the northwest corner of a 62.956 Acre Tract of land conveyed to Marvin and Lola Strum by deed recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas;

THENCE S.21°17'36"E. along the east line of said 181.329 Acre Tract and in part along the west line of said 62.956 Acre Tract and along the west line of a 136 Acre Tract of land conveyed to Wallin Management Company, LLC by deed recorded in Document No. 2003064874 of the Official Public Records of Williamson County, Texas, (pass at a distance of

Page 1 of 2

2630-900-102 OVERTON TRACT.RTF

181.663 Acres

1,523.86 feet a 1" galvanized pipe found at the southwest corner of said 62.956 Acre Tract, being also the northwest corner of said 136 Acre Tract) in all a distance of 3113.15 feet; to a point in the north line of said Hutto Park Section 7 at the southwest corner of said 136 Acre Tract, at the southeast corner of said 181.329 Acre, from which a 1/2" iron rod found bears N.53°42'13"E., 1.30 feet;

THENCE N.83°10'04"W. along the south line of said 181.329 Acre Tract and the north line of said Hutto Park Section 7, a distance of 788.38 feet to the said Point of Beginning.

Containing 181.663 acres, more or less, as shown on the survey attached.

 9/29/2017
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400

All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

133.617 Acre Tract

THAT PART OF THE JOHN DYKES SURVEY, ABSTRACT No. 186, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 136 ACRE TRACT OF LAND CONVEYED TO WALLIN MANAGEMENT COMPANY, LLC, BY DEED RECORDED IN DOCUMENT No. 2003064874 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, LESS THAT 2.785 ACRE TRACT OF LAND CONVEYED TO STATE OF TEXAS BY DEED RECORDED IN VOLUME 476, PAGE 591 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set on the west line of F. M. 1660, at the northwest corner of said 2.785 Acre Tract, being also at the southeast corner of 62.956 Acre Tract of land conveyed to Marvin and Lola Strum by deed recorded in Volume 1174, Page 282 of the Official Records of Williamson County, Texas and on the north line of said 136 Acre Tract;

THENCE with the west line of said F. M. 1660, same being the west line of said 2.785 Acre Tract, the following four courses:

1. S.21°08'27"E. a distance of 580.93 feet to a broken TXDOT concrete monument found;
2. S.21°57'15"E. a distance of 1,624.14 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Southerly, along the arc of said curve to the right a distance of 568.31 feet, said curve having a radius of 1,106.28 feet, a central angle of 29°26'00", and a chord bearing S.07°14'15"E., 562.08 feet to a 1/2" iron rod set;
4. S.07°24'10"W. a distance of 125.82 feet to a cotton spindle found on the south line of said 136 Acre Tract, at the northeast corner of Hutttoparke Section 7, according to the plat thereof recorded in Document No. 2013003893 of the Official Public Records of Williamson County, Texas, same being the northeast corner of a 10' wide road dedication of said plat;

THENCE along the south line of said 136 Acre Tract, and along the north line of said Hutttopark Section 7 the following two courses:

1. N.83°16'26"W. a distance of 1,792.21 feet to a 1/2" iron rod set;
2. N.83°10'04"W. a distance of 918.68 feet, at the southwest corner of said 136 Acre Tract, same being the southeast corner of a 181.329 Acre Tract of land conveyed to Patsy Louise Overton by deed recorded in Document No. 2013031396 of the Official Public Records of Williamson County, Texas, from which point a 1/2" iron rod found bears N.53°42'13"E., 1.30 feet;

THENCE N.21°17'36"W. along the west line of said 136 Acre Tract and the east line of said 181.329 Acre Tract a distance of 1,589.30 feet to a 1" galvanized pipe found at the northwest corner of said 136 Acre Tract and at the southwest corner of said 62.956 Acre Tract;

THENCE N.68°47'22"E. along the north line of said 136 Acre Tract and the south line of said 62.956 Acre Tract a distance of 2,572.08 feet to the said Point of Beginning.

Containing 133.617 acres, more or less, as shown on the survey attached.

John K. Weigand 9/29/2017
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
P-10015400



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83

2630-900-101 WALLING TRACT.RTF

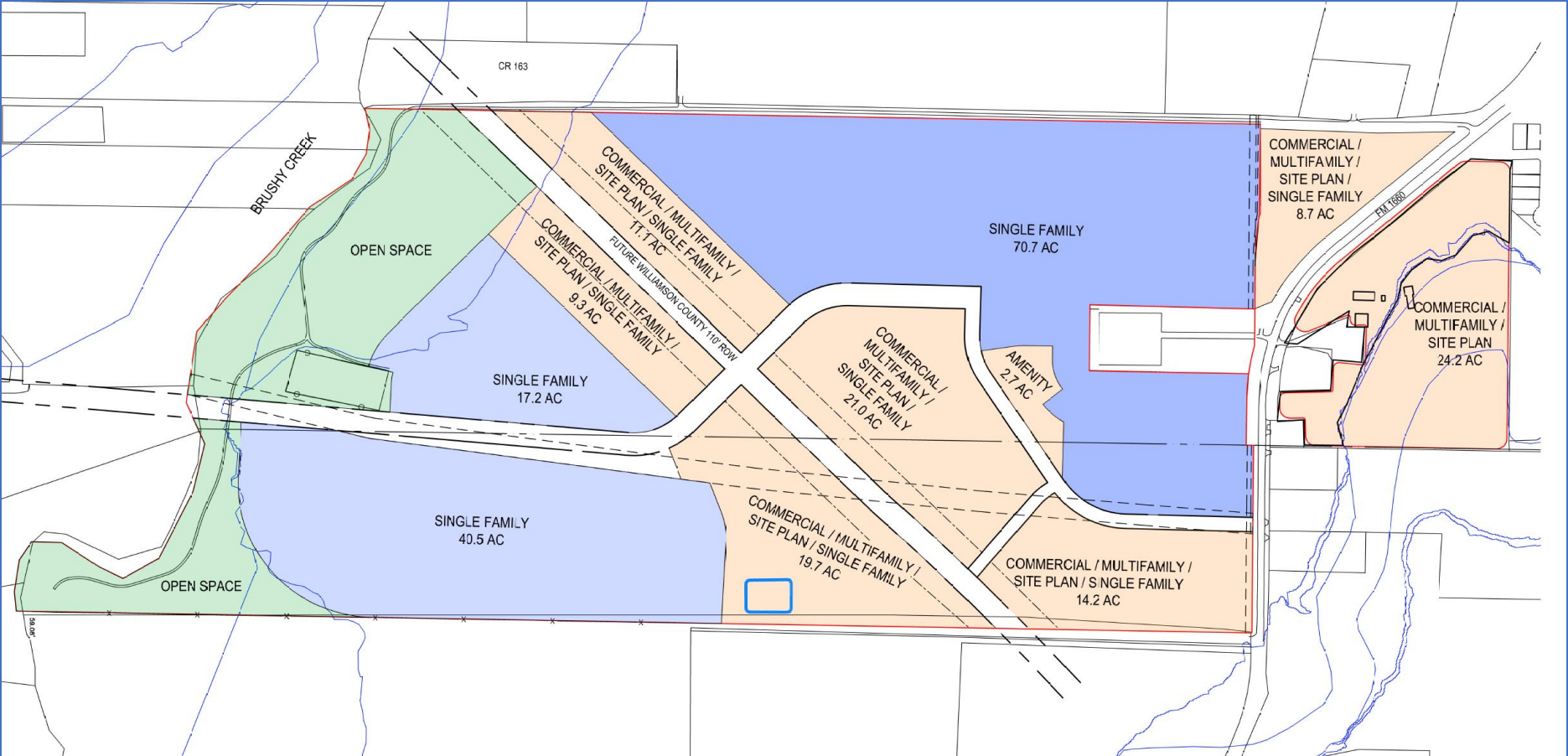
WALLIN TRACT

By Harris & Straub

ABOUT HARRIS & STRAUB

- Five decades in Austin and the surrounding communities
- Two Prior projects in Hutto – Mager Meadows & Riverwalk South
- 12 Projects with over 7,000 Residential & commercial lots in Williamson County
- Involved with 8 MUDs – Including the Commons at Rowe Lane in Pflugerville and the Oaks at San Gabriel in Georgetown

CONCEPT PLAN



CITY & COMMUNITY BENEFITS

- Construct 3,500 LF of the 42" Diameter Brushy Creek interceptor and Lift Station
- Approx. 45 acres of contiguous parkland along brushy creek immediately adjacent to the City's Brushy Creek Park.
- Reserve and Dedicate 110' of ROW for the SE Loop Project.

CITY & COMMUNITY BENEFITS

- Withhold from Development additional 240' ROW until plans are final.
- Mixed use development within walking distance to Schools & City Park
- SPA -City can collect sales tax immediately and can elect to annex once bond debt is paid down.

CONTROLS

- MUD Notice to Future Residents @ Every Closing
- Concept Plan Provides Land Use Control
- UDC Compliance assures project will meet City's standards
- Regular Financial reporting to the City including annual audits
- Notice of MUD Board hearings & minutes
- Full TCEQ Compliance

THANK YOU

BOARDS AND COMMISSIONS MASTER LIST as of 12/16/20					
			Term Ends		
Council Member Place 1		Robin Sutton	May-23		
Council Member Place 2		Dan Thornton	May-21		
Council Member Place 3		Mike Snyder	May-22		
Council Member Place 4		Peter Gordon	May-23		
Council Member Place 5		Patti Martinez	May-21		
Council Member Place 6		Tanner Rose	May-22		
Mayor		Vacant	May-22		
Planning & Zoning Commission					
Meets: 1st Tuesday @ 7:00 p.m. of each month in City Council Chambers					
2 year terms per Charter					
Staff Liasion: Ashley Lumpkin					
Council Liasion: Peter Gordon					
				Appointed	Term Ends
Place 1	Jericka	Lawyer	Commissioner	2-Jul-20	30-Jun-22
Place 2	Randal	Clark	Commissioner	18-Jun-20	30-Jun-22
Place 3	John	Klein	Commissioner	4-Feb-20	30-Jun-22
Place 4	Tony	Wertz	Chair	3-Jul-19	30-Jun-21
Place 5	Richard	Hudson	Vice Chair	18-Jun-20	30-Jun-22
Place 6	James	Weaver	Commissioner	20-Aug-20	30-Jun-21
Place 7	Susanna	Boyer	Commissioner	1-Aug-19	30-Jun-21
Parks Advisory Board					
Meets: 2nd Wednesday @ 7:00 p.m. of each month in City Council Chambers					
3 year terms					
Staff Liasion: Tony Host					
Council Liasion: Patti Martinez					
				Appointed	Term Ends
Place 1	Katie	Weiss	Vice Chair	30-Sep-18	20-Jun-21
Place 2	Wendel	Teltow	Member	23-Jan-20	30-Jun-23
Place 3	David	Meyer	Member	17-Sep-20	30-Jun-21
Place 4	Kevin	Grimm	Member	2-Jul-20	30-Jun-22
Place 5	Christina	Bastos	Member	15-Nov-20	30-Jun-22
Place 6	Rose	McMillin	Member	20-Jun-19	30-Jun-22
Place 7	Perry	Savard	Chair	20-Jun-19	30-Jun-22

Library Advisory Board						
Meets: Quarterly @ 6:00 p.m. in City Council Chambers						
3 year terms						
Staff Liasion: Kristi Robich						
Council Liasion: Tanner Rose						
				Appointed	Term Ends	
Place 1	Christina	Garza	Member	16-May-19	30-Jun-22	
Place 2	Dwight	Baker	Chair	20-Sep-18	30-Jun-21	
Place 3	Tara	Chappell	Vice Chair	3-Jul-19	30-Jun-22	
Place 4	Scott	Rose	Member	17-Sep-20	30-Jun-22	
Place 5	Havala	Merit	Member	16-May-19	30-Jun-22	
Place 6	David	Westbrook	Member	7-Nov-19	30-Jun-22	
Place 7	Brian	Thompson	Member	27-Feb-20	30-Jun-23	
Zoning Board of Adjustment						
Meets: 4th Weds @ 7:00 p.m. of each month in City Council Chambers						
3 year terms						
Staff Liasion: Ashby Grundman						
Council Liasion:						
				Appointed	Term Ends	
Place 1	Bryan	Dempsey	Member	17-Jan-19	30-Jun-22	
Place 2	Thomas	McGowan	Member	20-Sep-18	30-Jun-21	
Place 3	David	Meyer	Member	17-Sep-20	30-Jun-22	
Place 4	Wendell	Teltow	Member	20-Jun-19	30-Jun-22	
Place 5	Vacant		Member			
Place 6	Maureen	Rooker	Member	20-Jun-19	30-Jun-22	
Place 7	Randal	Clark	Member	19-Sep-19	30-Jun-22	
Historic Preservation Commission						
Meets: 4th Tuesday @ 6:30 p.m. of each month in City Council Chambers						
3 year terms						
Staff Liasion:						
Council Liasion: Robin Sutton						
				Appointed	Term Ends	
Place 1	DeAnne	Worley	Commissioner	3-Jul-19	30-Jun-22	
Place 2	Mary	Belton	Commissioner	2-Aug-18	30-Jun-21	
Place 3	Curtis	Orton	Commissioner	20-Sep-18	30-Jun-22	
Place 4	Robert	Lykins	Commissioner	20-Sep-18	30-Jun-22	
Place 5	Vacant		Commissioner			
Place 6	Travis	Allen	Commissioner	20-Jun-19	30-Jun-22	
Place 7	Vacant		Commissioner			

Building and Standards Commission					
Meets: As Needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: Ashley Lumpkin					
Council Liasion: None					
				Appointed	Term Ends
Place 1	Troy	Manella	Commissioner	3-Jan-19	30-Jun-22
RESIGNED	Place 2	Olinda	Ramirez	Commissioner	20-Sep-18
	Place 3	Kendrick	Whittington	Commissioner	2-Aug-18
	Place 4	Bryan	Dempsey	Commissioner	20-Jun-19
	Place 5	Tom	Brown	Commissioner	20-Sep-18
	Place 6	Maureen	Rooker	Commissioner	20-Jun-19
	Place 7	Richard	Hudson	Commissioner	20-Jun-19
Ethics Review Commission					
Meets: As needed in City Council Chambers (at least once a year)					
3 year terms					
Staff Liasion: City Secretary					
Council Liasion: None					
				Appointed	Term Ends
Resigned-	Place 1	Vacant	Member	20-Sep-18	30-Jun-21
	Place 2	Lori	Brown-Duncan	Vice Chair	20-Sep-18
	Place 3	Bill	Kohl	Member	11-Jul-19
	Place 4	Vacant	Member	27-Aug-20	30-Jun-22
	Place 5	Abel	Landin	Member	19-Sep-19
	Place 6	April	Willis	Member	15-Aug-19
	Place 7	Krystal	Kinsey	Member	21-Nov-19
APPLICATIONS IN FOLDER					
Economic Development Corporation					
Meets: 1st Monday at 6:30 p.m. of each month in City Council Chambers					
Staff Liasion: Stacy Schmitt					
Council Liasion: Mike Snyder					
				Appointed	Term Ends
PNDG RSGN	Place 1	Lucas	Evans	Member	18-Jun-20
	Place 2	Mike	Arismendez	Member	17-Sep-20
	Place 3	Shawn	Lucas	Member	17-Sep-20
	Place 4	Don	Carlson	Vice Chair	3-Jul-19
PNDG RSGN	Place 5	Kevin	LaFrance	Treasurer	3-Jul-19
	Place 6	Henry	Gideon	Member	20-Jun-19
	Place 7	Steven	Harris	Chair	20-Jun-19
PNDG RSGN- Pending Resignation due to upcoming census count					
APPLICATIONS IN FOLDER					

Communications/Technology Task Force						
Meets once a month.						
1 year term- appts in Feb.						
Council Liasion: Peter Gordon						
Place 1	Laurie	Stockman	Member	6-Feb-20	6-Feb-21	
RESIGNED Place 2	Timothy	Martin	Member	6-Feb-20	6-Feb-21	
RESIGNED Place 3	Ida	Weaver	Member	16-Jul-20		
Place 4	Andrew	Ingrassia	Member	27-Aug-20	1-Feb-21	
Place 5	Ross	Barber	Member	27-Aug-20	1-Feb-21	
Place 6	Jerica	Lawyer	Member	6-Feb-20	6-Feb-21	
Place 7	Dana	Wilcott	Member	27-Aug-20	1-Feb-21	
ADA/Electronic and Information Resource Task Force						
Meets once a month						
1 year term-Appts in Feb						
Council Liasion: Dan Thornton						
Place 1	Vacant		Member			
Place 2	Vacant		Member			
Place 3	Vacant		Member			
Place 4	Laurie	Stockman	Member	26-Feb-20	6-Feb-21	
Place 5	Vacant		Member			
Place 6	Vacant		Member			
Place 7	Vacant		Member			
Diversity and Inclusion Commission						
Meets monthly						
3 yr terms						
Council Liasion: Patti Martinez						
Place 1	Ana	Gonzales	Member		30-Jun-23	
Place 2	Tara	Spoons	Member	17-Sep-20	30-Jun-23	
Place 3	Vanessa	Henry	Member	5-Nov-20	30-Jun-23	
Place 4	Brian	Thompson	Member	27-Aug-20	30-Jun-23	
Place 5	Onnesha	Williams	Member	20-Aug-20	30-Jun-23	
Place 6	Beatriz	Rodriguez	Member	5-Nov-20	30-Jun-23	
Place 7	Nakeenya	Wilson	Member	19-Nov-20	30-Jun-23	