



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, FEBRUARY 7, 2019 AT 7:00 PM
CITY HALL - CITY COUNCIL CHAMBERS
401 WEST FRONT STREET**

CITY COUNCIL

Doug Gaul, Mayor
Tom Hines, Place 2, Mayor Pro-tem
Scott Rose, Place 1
Nathan Killough, Place 3
Vacant, Place 4
Patti Turner, Place 5
Terri Grimm, Place 6

AMENDED AGENDA

1. **CALL SESSION TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **PUBLIC COMMENT**

Any citizen wishing to speak during public comment regarding an item on or off the agenda may do so after completing the required registration card. In accordance with the Texas Attorney General's Opinion, any public comment that is made on an item that is not on the published final agenda will only be heard by the City Council. No formal action, discussion, deliberation, or comment will be made by the City Council. Each person providing public comment will be limited to 3 minutes.

5A. Remarks from visitors. (Three-minute time limit)

6. **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 Interest" 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.

6A. General Comments from City Council

7. **CITY MANAGER COMMENTS:**

7A. Presentation of proposed local government software solution, iCompass. (Lisa Brown and Michelle Cooper)

7B. Discussion regarding the upcoming transition of City offices to the new City Hall.(Allison Hosgood)

7C. Presentation of proposed goals supporting the city-wide objectives and strategic focus areas for the Fiscal Year 2019-2020. (Eliska Padilla)

8. **CONSENT AGENDA ITEMS:**

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

8A. Consideration and possible action approving the minutes of the January 17, 2019 Regular and Special Called City Council Meetings. (Lisa Brown)

8B. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Abescape Group for mowing and grounds maintenance services. (Matt Rector)

8C. Consideration and possible action authorizing the City Manager to pay Little Ebenezer Baptist Church \$50,000.00, pursuant to the PID agreement regarding Meritage Homes and Cross Creek. (Odis Jones)

REGULAR AGENDA ITEMS

9. ORDINANCES:

- 9A. Consideration and possible action on the second reading of an ordinance authorizing the issuance and sale of one or more series of City of Hutto, Texas General Obligation Bonds, Series 2019; authorizing the levy of an ad valorem tax in support of said bonds; approving an official statement, the form of a paying agent/registrar agreement and related agreements; establishing procedures for selling and delivering of one or more series of bonds; and other matters relating to the issuance of the bonds. (Edena Atmore)

10. RESOLUTIONS:

- 10A. Consideration and possible action on a resolution ordering a special election for May 4, 2019, to fill the vacancy of City Council, Place 4. (Lisa Brown)

Consideración y posible acción sobre una resolución ordenando una elección especial para el 4 de mayo de 2019, para llenar el puesto vacante del Concejo Municipal, Lugar 4.

- 10B. Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with Burditt Consultants LLC for professional services related to the Proposition C Bond park projects. (Scot Stromsness and Matt Rector)

11. OTHER BUSINESS:

- 11A. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations and CAPCOG. (Lisa Brown)

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].

- 12A. Executive Session, as authorized by Texas Government Code, Section 551.087, Economic Development negotiations related to Project Expansion and Castle Rock.
- 12B. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding an update on the pending litigation with Manville Water Supply Corporation.
- 12C. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding contract negotiations with potential water supply providers.

12D. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding Council protocol and duties, as well as, responsibilities of Councilmembers.

12E. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding KOKE FM proposal.

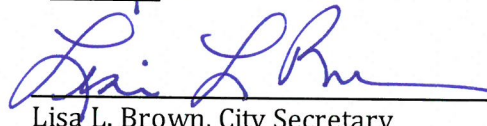
13. **ACTION RELATIVE TO EXECUTIVE SESSION:**

13A. Consideration and possible action regarding Council protocol and duties, as well as, responsibilities of Councilmembers.

13B. Consideration and possible action regarding KOKE FM proposal.

CERTIFICATION

I certify that this notice of the February 7, 2019 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on February 4, 2019 at 4:35 pm



Lisa L. Brown, City Secretary

14. **ADJOURNMENT**

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

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7A.

AGENDA DATE: February 07, 2019

PRESENTED BY:

ITEM:

Presentation of proposed local government software solution, iCompass. (Lisa Brown and Michelle Cooper)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The iCompass software program will streamline the creation, approval and distribution of agenda packets and minutes and provide increased visibility into the entire meeting process.

BUDGETARY AND FINANCIAL SUMMARY:

There is no budgetary fiscal impact at this time.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends purchase.

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7B. **AGENDA DATE:** February 07, 2019

PRESENTED BY: Allison Hosgood, Executive Director of
Organizational Development and Human
Resources

ITEM: Discussion regarding the upcoming transition of City offices to the
new City Hall. (Allison Hosgood)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

City offices located in the Blue Building, City Hall/Annex and the Hutto Library will be moving into the new City Hall location. The timing of the move and impact to city offices will be discussed.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 7C. **AGENDA DATE:** February 07, 2019

PRESENTED BY: Eliska Padilla, Executive Director of
Communications and Marketing

ITEM: Presentation of proposed goals supporting the city-wide objectives and strategic focus areas for the Fiscal Year 2019-2020. (Eliska Padilla)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

The City of Hutto utilizes a modified Balanced Scorecard approach as the fundamental framework for its Strategic Plan & Execution Guide. This framework encourages the proper alignment of the goals and objectives of the organization to the overall vision to which the organization is aspiring. Thus, each year, at the direction of the City Manager, staff prepare goals and critical paths that ensure the completion of strategic goals that support the city-wide Council-approved objectives and strategic focus areas.

Each goal supports one or more of the following 10 City objectives:

1. Construct and maintain infrastructure to provide levels of service
2. Create an "Open for business" culture
3. Create an aggressive, progressive economic development strategy for the community
4. Enhance mobility within the City
5. Generate a strategic path forward for enhancing the public safety apparatus including police, fire, and emergency medical services
6. Enhance the overall governance of the community
7. Ensure responsible fiscal stewardship through transparency and reporting
8. Implement a quality city-wide customer service program
9. Maintain a positive and inspired workforce
10. Maintain an environment and quality of life that encompasses a safe, friendly, and an entertaining atmosphere for all ages

Additionally, each Objective, supports one or more of the city's Strategic Focus Areas for the City of Hutto:

- Well balanced and diversified economy,
- Public safety,
- Fiscal responsibility,
- Quality of life and services,
- Infrastructure and growth

The proposed goals are tactical, achievable, and specific actions, programs, documents, or policies that the organization is engaged in to strategically advance the objectives toward completion.

BUDGETARY AND FINANCIAL SUMMARY:

These goals will budgeted in the 2019-2020 proposed budget.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

None.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff provides information to inform decision making for future budget proposals.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8A. **AGENDA DATE:** February 07, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration and possible action approving the minutes of the January 17, 2019 Regular and Special Called City Council Meetings.
(Lisa Brown)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

Meeting minutes have been prepared and are presented for Council approval for the January 17, 2019 Regular and Special Called City Council Meetings.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [January 17, 2019 - Minutes](#)
2. [January 17, 2019 Minutes - Special Called Meeting](#)



**CITY COUNCIL
MEETING MINUTES
JANUARY 17, 2019**

The Hutto City Council met in a regular session on Thursday, January 17, 2019, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 7:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Patti Turner; Councilmember Terri Grimm; and, Councilmember Nathan Killough.

Members of staff that were present were Odis Jones, City Manager; Helen Ramirez, Assistant City Manager; Edena Atmore, Assistant City Manager; Bill Bingham, City Attorney, Paul Hall, Assistant Chief of Police; Matt Rector, Executive Director of Public Works and Engineering; Ashby Grundman, Director of City Planning; Michel Sorrel, Chief Financial Officer; Ashley Lumpkin, Executive Director Business Development, Jessica Bullock, Director of Economic Development; Eliska Padilla, Executive Director of Communications; Tony Host, Director of Public Works; Lisa Brown, City Secretary; and, Lynn Trumbul, Senior Assistant City Secretary.

INVOCATION

The invocation was given by Pastor Johnny Brower – Hutto Discovery UMC

PLEDGE OF ALLEGIANCE

Mayor Gaul led the Pledge of Allegiance and the Texas Pledge.

CITY COUNCIL COMMENTS

- *Councilmember Grimm wanted to thank the Streets and Drainage department for helping the kids and crossing guards around Howard Norman Elementary while the City was repairing/replacing sidewalks. She stated they went above and beyond normal duties.*
- *Councilmember Turner asked the City Attorney, Bill Bingham, about the CDC's employment of former council member Tim Jordan, and for an explanation regarding the legality of his employment by the Corporation. Bill Bingham responded with an explanation of*
- *Mayor Pro-tem Hines wanted to mention Lealco's application for a permit for an open air station. He mentioned the TCEQ Public Hearing held on January 22, 2019 at*

7:00 p.m. in Round Rock, and encouraged the citizens to attend the hearing and make their voices heard.

PUBLIC COMMENT

There were no public comments.

Mayor Gaul announced that the Council would like to move Items 12A and 13A before Item 7A at which point Councilmember Grimm asked if a motion needed to be made in order to move the agenda items. Mayor Gaul then called for a motion

Motion: Councilmember Grimm made a motion to move Items 12A and 13A before Item 7 A. Councilmember Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

The Council recessed to Executive Session at 7:08 p.m.

EXECUTIVE SESSION

12A. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development negotiations regarding Project Wire.

The Council reconvened at 7:20 p.m.

No action was taken in Executive Session.

ACTION RELATIVE TO EXECUTIVE SESSION

13A. Consideration and possible action regarding Project Wire.

Motion: Councilmember Killough made a motion to authorize the City Manager to execute a development agreement as well as a Chapter 380 Agreement with regard to Project Wire. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

7A. Presentation announcing the company for Project Wire.

Jessica Bullock, Director of Economic Development, announced the company for Project Wire, BryComm. Bullock introduced Cory Brymer, CEO, who gave a presentation about BryComm and its arrival in Hutto at Titan Innovation Business Park.

Councilmember Grimm asked what color hippo Brymer would choose. Brymer stated that he was not sure just yet.

Mayor Gaul stated he was looking forward to seeing BryComm arrive in Hutto.

Council entered in a brief recess at 7:38 p.m.

Council reconvened at 7:40 p.m.

7B. Discussion and possible action on Parks Advisory Board recommendations for parks improvements.

Scott Stromsness discussed the Parks Advisory Board's recommendations for parks improvements to the Council, along with Kelly Gaydos, Parks Advisory Board Chair.

7C. Presentation of economic development results from ICSC conference.

Jessica Bullock discussed her attendance at the International Council of Shopping Centers. The City of Hutto met with over 200 people that stopped by our location. Out of those 200, 69 direct contacts were received as well as 19 projects to follow up with, and at least 5 confirmed site visits. In addition to the contacts made and site visits secured, staff also positively promoted Hutto as a destination and highlighted the quality of life.

Odis Jones noted the expected increase of sit-down restaurants in Hutto.

7D. Update on Co-Op development.

Bob Wunsch provided an update on the Co-Op Development and presented a conceptual site plan.

Councilwoman Patti Turner commented that the design was very inventive.

Mayor Gaul asked if they could fix the fence on Highway 79.

7E. Presentation of the City Financials for the Month of December as required by the fiscal and budgetary policy.

Edena Atmore, Assistant City Manager, presented the monthly financials for December 2018.

Councilmember Grimm asked about citizen relief in the utility area.

Odis Jones, City Manager, stated that as the City grows and we get more customers, at that time, the City will be in a position to lower rates.

Councilmember Killough referenced a committed TIRZ for \$2,000,000.00, and they are working on a second.

CONSENT AGENDA

- 8A. Consideration and possible action approving the minutes of the January 3, 2019 Regular City Council Meeting.
- 8B. Consideration and possible action on a resolution approving the proposed Star Ranch Commercial Lots 3A, 3B and 3C, Block B Final Plat, 2.562 acres, more or less, of land, 3 commercial lots, located on Muirfield Bend drive at Klattenhoff Lane.
- 8C. Consideration and possible action on a resolution approving the proposed Townwest Commons Section Seven Preliminary Plat, 3.8280 acres, more or less, of land, 2 commercial lots, located on US Highway 79 West at Alliance Boulevard.
- 8D. Consideration and possible action on the second and final reading of an ordinance approving a specific use permit for the property located at 151 West Austin Avenue, 0.56 acres, more or less, of land, Lot 1 of the Austin Avenue Commercial Subdivision, allowing a warehouse and distribution facility in the SD-A zoning district.
- 8E. Consideration and possible action on the second and final reading of an ordinance amending the Code of Ordinances (2014 Edition), Chapter 16, Article 16.02 Unified Development Code (UDC) Chapter 10 Section 10.406.7: Industrial Building Design and Section 10.407.5: Required Landscaping.

Motion: Councilmember Killough made a motion to accept Agenda Items 8A-8E. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
 Councilmember Scott Rose
 Mayor Pro-tem Tom Hines
 Councilmember Nate Killough
 Councilmember Patti Turner
 Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

REGULAR AGENDA ITEMS

ORDINANCES

- 9A. Consideration and possible action on the second reading of an ordinance accepting and approving a Service and Assessment Plan and Assessment Roll for Cross Creek Public Improvement District; making a finding of Special Benefit to the Property in the District; levying special assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the special assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing and effective date.

City Attorney, Bill Bingham, explained that this was a second reading of an ordinance that sets up the financing for the Cross Creek PID, and that nothing has changed.

Motion: Mayor Pro-tem Hines made a motion accept the second reading of an ordinance. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

- 9B. Consideration and possible action of an ordinance authorizing the issuance and sale of one or more series of City of Hutto, Texas General Obligation Bonds, Series 2019; authorizing the levy of an ad valorem tax in support of said bonds; approving an official statement, the form of a paying agent/registrar agreement and related agreements; establishing procedures for selling and delivering of one or more series of bonds; and other matters relating to the issuance of the bonds.

Odis Jones advised the Mayor that this ordinance allows the City to move forward with the design and with the low-hanging fruit opportunities for the community. He further noted that it gets the bond process moving forward.

Mayor Gaul said it was important to note that this does not issue all the bond monies that were approved. Only \$25,000,000.00 would be issued at this time.

Mayor Pro-tem Hines asked if this would include the road improvements. Yes.

Motion: Councilmember Killough made a motion to approve the resolution as written. Councilmember Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

RESOLUTIONS

10A. Consideration and possible action on a resolution ordering the May 4, 2019 General Election for the purpose of electing City Council, Place 3, City Council, Place 6 and Mayor.

Lisa Brown, City Secretary, presented a resolution regarding the upcoming election on May 4, 2019.

She noted that with the resignation of Tim Jordan, it did not allow enough time to amend the agenda to include his seat. Therefore, the City will call for a special election for that place.

Councilmember Turner noted a needed correction to the Item on the Agenda.

Lisa Brown noted that the resolution prevented has the correct date of May 4, 2019, but the agenda item was incorrect.

Motion: Mayor Pro-tem Hines made a motion to approve the resolution as written. Councilmember Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Councilmember Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10B. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with HNTB Corporation for the engineering services related to the improvements to the intersection at FM 1660 N and Limmer Loop, FM 1660 N and US 79, FM 1660 and US 79/Front Street, pedestrian grade separation crossing of US 79 near the Co-Op, and the traffic grade separation of US 79 east of Cottonwood Creek.

Matt Rector presented the master service agreement with HNTB who are very well-known, and have worked with the City and County previously. He further explained that master service agreements work with not-to-exceed amounts. The City will finalize cost estimates.

Mayor Pro-tem Hines asked if Matt Rector could explain how the selection process works.

Matt Rector explained that HNTB Corporation was a very qualified firm.

Councilmember Turner asked for clarification on the location of the under-over pass.

Odis Jones explained the appropriate spot for the overpass. The hope is that the location will end up being close to Hwy 132.

Councilmember Grimm noted the importance Councilmember Turner's clarification as there was an uproar caused by a change in location on a previous project.

Motion: Councilmember Rose made a motion to approve the resolution as written. Councilmember Killough seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10C. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Hejl, Lee & Associates Inc. for the engineering services related to the improvements to the Cottonwood Creek, Old Town Streets, CR 137, and certain Legends of Hutto Drainage facilities.

Matt Rector noted that this is a repeat of what was just discussed, except this would be a separate master services agreement with Hejl, Lee & Associates, Inc. for improvements to the referenced areas.

Odis Jones stated the City's overall strategy would be to leverage those dollars with private funds.

Motion: Councilmember Killough made a motion to approve the resolution as written. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough

Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10D. Consideration and possible action on a resolution regarding Cross Creek Public Improvement District (Meritage Homes) approving certain agreements including an interlocal agreement, continuing disclosure agreement, landowner agreement and Public Finance Authority consent letter and further approving certain actions by the River Creek Development Corporation.

Bill Bingham explained the resolution and opened up the floor to any questions.

Elliot Jones of Meritage Homes spoke to the significant drainage improvements and wastewater improvements.

Odis Jones mentioned that Meritage Homes' involvement in the City's development project and its work with Little Ebenezer Baptist Church. He further noted that Meritage has offered to work with the TIRZ Board on project expansion.

Motion: Councilmember Killough made a motion to approve the resolution as written. Councilmember Turner seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

10E. Consider adoption of a resolution approving the Hutto Economic Development Corporation Type A "resolution authorizing Hutto Economic Development Corporation Type A Revenue Bond (Peripheral Investments, L.P. Project), Series 2019; the execution of an indenture of trust, a loan agreement and a purchase letter; and other matters in connection therewith."

Bill Bingham explained the resolution and opened up the floor to questions.

Councilmember Grimm asked what the vote was for this resolution by the EDC Type A Board. Unanimous.

Odis Jones acknowledged Dan Thornton who was in the audience as Secretary of the Economic Development Corporation.

Councilmember Rose, as a board member of the EDC, spoke to the board's discussion making sure that the City and the EDC were free and clear.

Helen, Ramirez, Assistant City Manager, presented a rendering of the plans for the project.

Motion: Mayor Pro-tem Hines made a motion to approve the resolution as written. Councilmember Killough the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

OTHER BUSINESS

11A. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations.

Motion: Councilmember Rose made a motion to nominate Brian Dempsey to the Zoning Board of Adjustments. Councilmember Grimm seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

Council recessed to Executive Session at 8:32 p.m.

EXECUTIVE SESSION

12B. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development negotiations regarding JRS Company, Inc.

12C. Executive Session, as authorized by Texas Government Code Section 551.087, Economic Development negotiations regarding Project Expansion.

No action was taken in Executive Session.

Council reconvened at 9:13 p.m.

ACTION RELATIVE TO EXECUTIVE SESSION

13B. Consideration and possible action regarding JRS Company, Inc.

Motion: Mayor Pro-tem Hines made a motion to approve a Chapter 380 agreement. Councilmember Rose seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays.

13C. Consideration and possible action regarding Project Expansion.

Motion: Councilmember Grimm made a motion to execute certain agreements regarding Project Expansion. Mayor Pro-tem Hines seconded the motion.

Vote: Ayes Mayor Doug Gaul
Councilmember Scott Rose
Mayor Pro-tem Tom Hines
Council Member Nate Killough
Councilmember Patti Turner
Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 9:16 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary



**CITY COUNCIL
SPECIAL CALLED MEETING MINUTES
JANUARY 17, 2019**

The Hutto City Council met in a special called session on Thursday, January 17, 2019, in the Hutto City Council Chamber, 401 W. Front Street, Hutto, TX 78634.

CALL SESSION TO ORDER

Mayor Gaul called the session to order at 6:00 p.m.

ROLL CALL

Members of the City Council present were Mayor Doug Gaul, Mayor Pro-tem Tom Hines, Councilmember Scott Rose, Councilmember Patti Turner and Councilmember Terri Grimm, and Councilmember Nathan Killough.

Members of staff that were present were Odis Jones, City Manager; Helen Ramirez, Assistant City Manager; Edena Atmore, Assistant City Manager; City Attorney, Bill Bingham; Ashley Lumpkin, Executive Director Business Development, Jessica Bullock, Director of Economic Development; Lisa Brown, City Secretary; and, Lynn Trumbul, Senior Assistant City Secretary.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARING

- 4A. Consideration of public hearing to consider approving a tax exempt financing in the maximum principal amount of \$10 million to finance a project to be owned by Peripheral Investments, L.P. located at the Titan Innovation Industrial Park.

Mayor Gaul opened the public hearing at 6:00 p.m.

There were no comments during the public hearing.

Mayor Gaul closed the public hearing at 6:02 p.m.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 6:02 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8B.

AGENDA DATE: February 07, 2019

PRESENTED BY: Matt Rector

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Abescape Group for mowing and grounds maintenance services. (Matt Rector)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

In July 2016 the city contracted with Cat's Landscape Services for mowing and grounds maintenance services. That contract was extended in December of 2017. The contract ended in December 2018 and staff issued an invitation for new bids. Three bids were received from the following companies: Abescape Group, Elk Ridge Construction, and Unity Contractor Services. The bids were evaluated by staff and it was determined that Abescape was the best value for the city.

BUDGETARY AND FINANCIAL SUMMARY:

The cost of this contract is \$172,766.88.

Funding Source	Fund	Div	Dept	Object/ Project	Total Requested Amount	Available FY Budget
Street Improvement Funds	62	40	60	6403	\$172,767	\$152,246

The excess requested amount of \$20,521 will be proposed to be spent in the FY19-20 budget as approved by City Council.

Fiscal Review Signature: EJA

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

None.

CITY ATTORNEY REVIEW:

None.

STAFF RECOMMENDATION:

Staff recommends the award of the contract.

SUPPORTING MATERIAL:

1. [Evaluation](#)
2. [Abescape Group](#)
3. [Resolution](#)

GROUND MAINTENANCE PROPOSALS EVALUATION SCORING SHEET

RFP 19-05HT

SECTION 1: EQUIPMENT & LABOR		Max Score	Abescape Group	Elk Ridge Construction	Unity Contractor Services
1	Mowers	15	15	14	15
2	Trimmers	5	3	2.8	3
3	Edgers	5	3	2.8	3
4	Number of labor	10	10	10	10
	PERCENTAGE TOTAL AND WEIGHTED SCORE:	35	31	29.6	31

SECTION 2: PAST RELATIONSHIP WITH MUNICIPALITY

1	City 1	5	5	4	4
2	City 2	5	5	4	4
	PERCENTAGE TOTAL AND WEIGHTED SCORE:	10	10	8	8

SECTION 3: REFERENCES

1	Reference 1	5	5	5	5
2	Reference 2	5	5	5	5
3	Reference 3	5	5	5	5
	PERCENTAGE TOTAL AND WEIGHTED SCORE:	15	15	15	15

SECTION 4: PROPOSED PRICE

1	Total price	40	36	28	10
	PERCENTAGE TOTAL AND WEIGHTED SCORE:	40	36	28	10
	TOTAL	100	92	80.6	64

EVALUATION SUMMARY / RECOMMENDATION:

MAXIMUM POSSIBLE SPEND UNDER \$172,766.88	BASIS FOR MAXIMUM POSSIBLE SPEND Recommended vendor's proposed price
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EVALUATOR'S NAME & SIGNATURE

NAME	SIGNATURE

8650 W State HWY 29
Liberty Hill, Texas 78642

(512) 790-4223 office
(915) 231-6298 fax
(915) 253-9702 cell

www.abescape.com
aherrera@abescape.com
estimating@abescape.com
info@abescape.com

EXPERIENCE AND QUALIFICATIONS

Abescape Group, LLC, under the ownership and experience of **Abraham Herrera**, also the Authorized Negotiator, has been offering **landscape management** services for over twelve years. Our services include, but not limited to, commercial & municipal grounds maintenance, ROW and highway mowing, parks mowing, landscape design and installation, irrigation design and installation (includes emergency repairs), tree and shrub trimming/pruning, backflow prevention install & testing, residential maintenance, **weed control** and preventative maintenance, herbicidal & fertilizer spraying (post & pre-emergent), and landscape upgrades/recommendations.

Abescape Group, a subsidiary of Abescape Landscaping, LLC is registered and licensed to do business in the State of Texas. Our corporate office is in El Paso, Texas with a satellite office in Georgetown/Liberty Hill. Abescape began doing business with the City of Leander in early 2014 and has grown within the Williamson & Travis County areas. Abescape first started by commuting from El Paso to the Austin area when we had been awarded our first contracts in Leander and Lakeway, Texas and have hired from within both counties. Abescape decided to permanently expand and grow in both Travis and Williamson Counties and has maintained a professional relationship with the City of Austin. We currently have two contracts with the City of Austin, one being temporary under the Parks & Recreation Department.

Almost all our municipality contracts entail the exact scope-of-work described in this solicitation. We continue to operate in the City of El Paso, Village of Vinton, Austin, Pflugerville, Ft. Bliss Military Housing, Texas Dept. of Transportation, and White Sands Missile Range (New Mexico) ...all of which include the same scope of work for this contract from West to Central and North Texas. I've attached a Commercial Resume and a Reference Sheet with our qualifications and contact information.

Abescape's Operations Manager and point-of-contact in Central Texas is **Fernando Cardenas**. Fernie has been with Abescape for seven (7) years and was the Operations Manager in El Paso before permanently moving to Austin, Texas. In El Paso, Fernie was the point-of-contact for the contracts with the City of El Paso Parks Mowing, Village of Vinton Parks Ground Maintenance and the Ft. Bliss Military Housing Grounds Maintenance. Mr. Cardenas is currently the Operations Manager in Upton County Highway Mowing (TXDOT), City of Pflugerville, City of Austin Parks and Code and the City Georgetown, Texas. Abescape will NOT be using sub-contractors if awarded this solicitation.

o City of El Paso Parks	\$1.4 Million 3-year contract, completed & extended 2 more years
o Ft. Bliss Military Housing	\$339,450 yearly contract via Balfour Beatty
o White Sands Missile Range	\$340,000 yearly contract via Balfour Beatty
o City of Lakeway Parks & Facilities	\$248,700 yearly contract with 3-year option (renewed)
o City of Leander ROW mowing & Parks	\$229,962 yearly contract with 3-year option (renewed)
o Upton County Highway Mowing (TXDOT)	\$198,000 2-year contract (5 cuts total)
o Shackelford County ROW (TXDOT)	\$93,911 1-year contract
o Kent County ROW (TXDOT)	\$102,211 1-year contract
o Borden County ROW (TXDOT)	\$145,669 1- year contract
o Village of Vinton Parks Maintenance	\$41,000 3-year contract
o City of Pflugerville (2 contracts)	\$89,000 1-year contract with a 2-year option (both renewed)
o Austin Code/Orphan Properties/ROW's	As needed Purchase Order (LOCAL PRESENCE)
o City of Austin PARD	As Needed Temporary Contract (LOCAL PRESENCE)
o City of Austin Energy Power Plants	Temp Contract for Sandhill & Decker Creek (LOCAL PRESENCE)

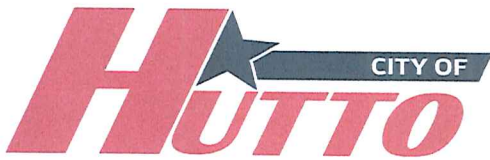
Abescape Group and Abescape Landscaping use the **Department of Homeland Security's E-Verify Program** to hire its employees to assure that all our employees are of great quality and have maintained a clean and safe background by OSHA standards, giving our clients and employees peace of mind and security.

Key Personnel: **Fernando Cardenas**
Regional Manager/Spervisor
(915) 777-0439
fcardenas@abescape.com

Mary Gallegos
Scheduling & Logistics
(512) 790-4223
mgallegos@abescape.com

Luis Banuelos
Staffing & Human Resources
(512) 790-4223
lbanelos@abescape.com

Abraham Herrera
Owner/Negotiator
(915) 253-9702
aherrera@abescape.com



AM

December 18, 2018

RE: Addendum No. 1
Request for Proposal No. 19-05HT
Ground Maintenance

Dear Offeror:

This notice shall serve as Addendum No. 1 to the aforementioned Request for Proposal ("RFP") and shall for all purposes become part of the original RFP. This Addendum must be included in your Proposal Submittal to the City of Hutto by the proposal submittal date.

Please note the following notifications, clarifications, questions and answers:

1. **Question:** On attachment 1 in the property descriptions column for some of the boxes are not big enough for the info entered into them

Answer: Attached is the revised Attachment 1.

2. **Question:** On the same attachment items 20 and 22 do not have an acreage listed for them.

Answer: Estimated sizes have been provided on the revised Attachment 1

3. **Question:** Is the City anticipating 8 months of service per year or 12 months of service per year?

Answer: Invoicing is going to be monthly, based on actual performance, using the unit price for each location. Contract is renewable yearly.

4. **Question:** Will billing be per trip, or will the total contract amount be divided by the number of service months to allow for equal monthly payments?

Answer: Monthly based on actual service provided and approved by City representative.

5. **Question:** Is having two (2) out-front rotary mowers mandatory

Answer: It is recommended to shield service providers from damage liability to motorists and pedestrians. It is not mandatory. Providers shall, however, be solely responsible for pedestrian injuries or damage to motorist resulting from objects spun by mower.



GROUNDS MAINTENANCE SERVICES –RFP 19-05HT

SPECIFICATIONS

PART I: MOWING SERVICES SPECIFIC REQUIREMENTS

I. PURPOSE

City of Hutto , hereinafter referred to as “City”, seeks bids to establish a multiple year contract with a qualified person, firm, or contractor /contractors, hereinafter referred to as “Contractor”, to provide all necessary labor, tools, equipment, material and supervision for grounds maintenance, on various City owned Properties, hereinafter referred to as “Services”. City-owned Properties will be clearly identified within this Solicitation and herein referred to as “Properties”. Properties are described in Attachment A.

2. QUALIFICATIONS

All Respondents shall:

- a Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient grounds maintenance services to City.
- b. Identify any subcontractors to be used for City Properties. Experience, qualifications and references of the subcontractors shall be submitted with solicitation documents. City reserves the right to approve or disapprove all subcontractors during the contract term.
- c. Possess ground maintenance services experience, including but not limited to tree maintenance and experience with manicured grass, shrubs, and planting beds.
- d. Submit with bid sufficient documentation to prove compliance with the requirements of this section. The bid shall be considered responsive only if these qualifications are complied with fully.
- e. Have been responsible for at least three grounds maintenance programs of a similar scope and size within the last three years. Respondent must provide the property name, address, owner’s/manager’s name, phone number, and the number of years that the grounds maintenance services were provided. Properties similar in scope include, but are not limited to, residential properties in the Hutto area. If the owner/manager is no longer at the reference provided, provide the name of someone who is familiar with the work that was performed. The City reserves the right to contact the referenced owner/manager.
- f. Provide with the bid the name and qualifications of the person who will be responsible for the general supervision of all work performed under this contract. This person shall serve as the major communication link with City Representative.
- g. Submit with bid a list of all equipment that will be used in conjunction with this contract (see Attachment B for the format of the equipment list).

3. CONTRACT TERM

It is the City of Hutto intent to structure the contract as follows:

At

a. The initial term of the resulting contract shall be 12 months from the effective award date with the successful contractor. The contract may be renewed for up to three additional 12-month periods, provided both parties agree in writing.

b. The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) calendar day's prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4. GENERAL REQUIREMENTS

Ground maintenance services shall be inclusive of necessary equipment and labor to maintain grounds at the City owned Properties. Services shall include, but not be limited to mowing and edging all accessible areas; raking, sweeping and/or blowing off walks, drives, porches and curbs; watering of landscape; replanting landscape; removal of all fallen limbs and/or tree(s); and disposing of all debris, as needed within specified time period(s) as described below. The City's goal is to maintain and establish a respectable appearance to the Properties, so that it discourages dumping and other undesirable activities. The number of Properties to be maintained may be increased and/or reduced during the contract period as directed by a City Representative in writing and agreed to by both parties.

5. SERVICE REQUIREMENTS

The Contractor shall:

a. Provide all supervision, scheduling, labor, equipment, services, fuel, oil, incidentals, permits, notifications and transportation to and from the work area, as well as any related items necessary to complete the work as required.

b. Furnish all tools, hoses, hard hats, safety vests, rubber boots, gloves, and all other safety materials or devices necessary to perform the work in a safe and orderly manner.

c. Have an on-site Supervisor at the site at all times work is performed.

d. Maintain a log of all site visits describing all ground maintenance activities (scheduled and supplementary) performed. A copy of the monthly maintenance record shall be available upon request and submitted with each request for payment.

e. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any Properties or incidentals damaged shall be repaired or replaced by the Contractor to the satisfaction of the City. Any and all damage, including but not limited to irrigation systems and water/wastewater clean outs caused by the Contractor shall be reported to the City Representative immediately. Repairs shall be initiated as soon as possible. Expenses incurred for the repair shall be the Contractor's responsibility.

f. Any damage discovered, but not the result of the Contractor's performance, shall be immediately brought to the attention of the City Representative.

g. Not store any materials or equipment on City Properties without the express written permission of the City Representative.

h. Work shall be performed on a schedule defined by a City Representative to the specifications defined herein.

i. All work shall be performed in a professional workmanlike manner.

j. Photos of the area mowed, before and after with a date stamp, shall be turned in when submitting payment. All supporting documentation specified herein shall be submitted with invoice prior to City 6.

CITY RESPONSIBILITY

City will:

- a. Appoint a City Representative.
- b. Provide written City work authorization.
- c. Provide written notice of any added and/or deleted Properties.
- d. Monitor and inspect the grounds maintenance at designated sites.
- e. Coordinate all work and scheduling with the Contractor.

7. EQUIPMENT

The City reserves the right to inspect the Contractor's equipment to determine the capacity of the equipment to satisfactorily perform the City grounds maintenance services. The City also reserves the right to randomly inspect all equipment at any time during the term of the contract or any extension period.

a. Insufficient and/or inadequate equipment, as determined by the City, shall be cause for rejection of bid or cancellation of contract.

b. Recommended minimum equipment for a typical City grounds maintenance/Properties includes:

- i. Two (2) out-front rotary mowers;
 - ii. Two (2) gas powered blowers;
 - iii. Four (4) gas powered string trimmers;
 - iv. Two (2) gas powered Edgers; and,
 - v. One (1) trailer to transport mowers and equipment
- c. All areas adjacent to roads shall be mowed with an out-front type mower. No tractors, brush hogs, 580-D or similar type equipment shall be used on City Properties.
- d. All mowers shall be equipped with either safety chains or the manufacturer's safety device to prevent mower thrown objects. Contractor shall be held liable for any damage caused to motorist or pedestrian.
- e. Chain shall be a minimum of 5/16 inches in size and links spaced side by side around the mower's front, sides, and rear.
- f. Hinged, batwing and brush hog drag mowers shall only be used with written approval from the City Representative.
- g. All mowing equipment must be equipped with turf-type tires. Cleated or ribbed tractor tires shall be used on City Properties.

h. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.

8. SCHEDULING

Upon issuance of a written City work authorization, Contractor shall begin work and proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all Properties assigned in the time allotted for each. Work started within a Property shall be completed in consecutive days per the schedule in the work authorization.

a. It is anticipated that the mowing season will run approximately eight months per calendar year and will begin March 1st and end by November 1st as well as on an as needed basis for the remainder of the year.

b. City Representative will provide work authorization to the Contractor not more than once a month for mowing and on as needed basis for all other services.

c. Cancellation of a work authorization may be based upon need: Ozone Action Days, or inclement weather conditions or other mitigating circumstance to be determined by City Representative. This determination will be made by a City Representative and communicated to the Contractor in writing via e-mail or fax.

9. GROUNDS MAINTENANCE

Upon receipt of work authorization, the scheduled Properties shall be maintained as follows:

a. Trimming shall mean the cutting or removal of all plant material immediately adjacent to or under structures, poles, trees, signs, and fences. All structures, trees, poles, signs, fences and shrub beds shall be trimmed flush with the object.

b. Special care shall be given to trimming around trees, especially small trees, as not to inflict damage to the bark of the trees.

c. Trimming shall be to a height of at least 1.5 inches, but no higher than 2.5 inches.

d. All trimming shall be accomplished concurrently with mowing operations.

e. Trimming shall include removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other pavement surface within Property, median or right-of-way.

f. Trimming shall leave no vegetation overhanging onto concrete; and shall result in a six (6) inch bank around obstacles.

g. Edging shall mean the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements.

h. Edging cut shall remove vegetation from pavement services and result in a visible separation of turf from pavement.

i. Sidewalks, curbs, and steps shall be mechanically edged to a one inch depth and ¼ inch width where they exist exposing the pavement surface. j. The initial edging shall be completed by the end of first cycle of ground maintenance.

k. All edges shall be maintained through the duration of contract.

I. Edging and maintenance of edges shall use a vertical cut approach.

10. TREE TRIMMING

Trees shall be trimmed only up to a height of six feet in order to enhance subsequent machine mowing, and shrubs shall be trimmed only around the base, up to a height of eighteen inches, in such a manner as to not endanger the life of such plants.

11. REPLANTING

Replanting of plant materials with the same species and size to match other plants in the mass hedge or row that die due to adverse conditions (such as storm, hail, freeze, disease, or vandalism) are not included under the terms of this service contract and will be replaced at the Owner's expense, and are subject to the City Representative's approval. City Representative may request this activity be done at the same time as grounds maintenance services.

12. MOWING

a. Upon receipt of a work authorization, all grass shall be cut at a height of no higher than 2.5 inches and no shorter than 1.5 inches.

b. Property areas shall be completely mowed to the boundaries identified on the Attachment A and be field verified by City Representative at the initial commencement of Services within 24 hours of start of mowing of City Properties.

c. No scalping shall occur. Scalping shall mean any action resulting in the mowing of any turf area below 1.5 inches height down to and including the soil.

d. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking lots, sidewalks, driveways, or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.

e. Contractor shall use extreme care when mowing against fences, property lines, and other obstacles. Damage sustained to an adjacent property as a result of Services shall be the responsibility of the Contractor. Where there is a fence line, the Contractor shall mow and trim to fence line. All ditches shall be maintained. Slopes and bottoms of ditches shall be trimmed or mowed to height no higher than 2.5 inches and no shorter than 1.5 inches. If an area is maintained by an adjacent property owner, the Contractor shall not mow that area.

f. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment.

13. REMOVAL OF GRASS CLIPPINGS

Removal of cut grass from the Properties where growth occurred shall not be required unless grass is clumped. However, cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of mowing or the action of the work crew, shall be removed from the area prior to the exit of the work crew from the work site.

14. TRASH, LITTER AND DEBRIS REMOVAL

Contractor shall perform trash, litter and debris removal in all areas where work is performed. Responsibilities include any rubbish within the Properties such as paper, cans, bottles, limbs four (4") inches diameter or smaller, trash bags and rocks, which is not intended to be present as part of the

AA

landscape. For this function, Properties shall include streets, sidewalks, curbs, catch basins, gutters, hillsides and ditches. Removal of debris shall require sweeping or blowing off of hard surfaces such as sidewalks and concrete noses of medians.

a. **Trash and Litter:** Contractor shall remove all trash and litter from the Properties prior to initiating any mowing of the turf areas. i. All trash and litter removed shall be disposed of by Contractor legally at an offsite location. ii. No litter or debris shall be visible in finished Properties Area after services are performed. iii. For items larger than 4", Contractor shall contact the City Representative to make City aware and coordinate removal.

b. **Tire Removal:** If the required clearance work involves the removal of tires to a Texas Commission for Environmental Quality (TCEQ) permitted Solid Waste disposal and/or recycling facility, the cost of tire removal/disposal shall be paid on a per tire basis by the City. The number of removed/disposed tires will be verified by the City Representative.

c. **Clearing Large Debris:** All undesirable large debris and litter shall be removed from the Properties by Contractor. The entire lot or parcel, including adjacent public right of way, shall be free of rubbish, brush, trash, stagnant water, filth, carrion, such items as old stoves, refrigerators, furniture and any and all unwholesome, objectionable, unsightly or unsanitary matter of whatsoever nature or kind, as to be in compliance with the requirements of the provision of **Article 2 of Chapter 10-5 of the City Code, as amended**, and with the provisions of **Chapter 342; Subchapter A, of the Texas Health and Safety Code**, and as directed by the City Representative. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for submission to City Representative for reimbursement. Applicable charges shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.

d. **Disposal:** Contractor shall dispose of all debris resulting from general landscape and grounds maintenance operations in a manner acceptable to the City Representative and in accordance with all Federal, State, and local laws, rules, regulations and guidelines. Contractor shall not dispose of any debris or trash resulting from landscape maintenance on any property or in any dumpster or receptacle belonging to businesses or properties adjacent to landscape maintenance work locations, or where disposal is not allowed.

15. WATERING

Watering shall be conducted as requested by City Representative on an as-needed basis in accordance with the City of Hutto Watering Restrictions.

16. SPECIAL CASES

a. Certain other work may be designated by the City Representative upon release to the Contractor as a "Special Case". This may include non-ordinary situations where special equipment such as pumps or hoisting equipment is needed, or where items are removed from Properties not for disposal but, at the direction of a court of law or other such entity, removed for salvage or for holding preliminary to storage or auction by City; or where the required work site operations are sorting, stacking, carrying or rearing personal property items kept in the yard areas of occupied lots (lots with inhabitants); or as may be otherwise described by City. Applicable charges for any special equipment shall be put in writing and negotiated by Contractor and City Representative prior to the commencement of work.

b. When work has been designated by the City as a "Special Case", the Contractor may be required to complete it within as little as twenty four (24) hours upon release of the work to the Contractor by the

City Representative. The Contractor will be compensated by costs for added equipment needed to meet the City "Special Case" work requirements as approved by City Representative in addition the application of the usual and appropriate square footage, cubic yardage, or per tire rates. The Contractor shall maintain all receipts relating to special equipment rental, hauling, disposal, and any other unusual costs for 17.

OTHER CASES

a. In a situation where work has NOT been designated by the City Representative as a "Special Case", the City Representative will consider the compensation of the Contractor for special and unusual equipment cost upon review of related documentation for such as submitted to the City Representative by the Contractor. The Contractor must contact the City Representative or designee prior to renting a special piece of equipment for approval in advance for compensation of costs.

18. SUSTAINABILITY REQUIREMENTS

a. Performance of work shall be in accordance with industry standards: Reference, Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.

b. The Contractor shall ensure that cut grass does not remain against fences, buildings, walls, or vehicles. Mulching mowers must be used. No bagging of cut grass allowed. Grass clippings MUST remain on lawn.

c. Mowers with mulching decks are required to mulch grass clippings (to be left on grass) and to help avoid discharging projectiles during operation.

d. The Contractor will establish and demonstrate landscaping and maintenance practices that limit the impact of equipment emissions, excessive noise, and use of fertilizers, insecticides, or other chemicals and any other practices that negatively affect the wildlife or environment of the areas referenced in this solicitation.

e. Using the attached form (see Attachment B to this Solicitation, Equipment List), the Contractor shall provide a complete list of all the equipment to be used onsite at City Properties during the performance of the contract. This list should clearly demonstrate the Contractor's capacity and capability to perform the scope of work indicated in the Solicitation.

19. PEST CONTROL AND HERBICIDE USE

Unless notified in writing by the Representative there will be no Pest Control or Herbicide Required. If Pest Control or Herbicide is requested, the Contractor must comply with the City's Integrated Pest Management (IPM) Program. The Contractor shall abide by the City's Integrated Pest Management (IPM) Program when using any chemicals, including fertilizer, herbicide, or other chemicals and shall obtain written approval from the Representative prior to any application. Application of chemicals shall be made only by employees licensed by the Texas Structural Pest Control Service or the Texas Department of Agriculture. The Contractor shall provide a copy of the Chemical Application License within five (5) calendar days, if Pest Management is requested. Unless otherwise notified by the City Representative in writing the IPM Program will not be considered as part of the work scope of this solicitation. Any and all chemical or pesticide applications shall be made under the direct supervision and control of a Certified Applicator License holder issued by Texas Department of Agriculture or Texas Structural Pest Control Service.

20. CITY REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to all inspections, re-inspections, and work authorizations as follows: Mark Nunez or Lace Zeplin 356 CR 199 Hutto Texas 78634 512-759-4019 E-mail: Mark.nunez@huttotx.gov ; Lance.zeplin@huttotx.gov

PART II – GENERAL CONDITIONS AND REQUIREMENTS:

21. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

22. EFFECTIVE DATE/TERM. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

23. RIGHT OF INSPECTION AND REJECTION. The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

24. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach.

25. PLACE AND CONDITION OF WORK. City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner. The Contractor acknowledges that it has satisfied itself as to the nature of City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

26. WORKFORCE.

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on City property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or City representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City prior written consent.

II. COMPLIANCE WITH HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

27. REQUESTS FOR PAYMENT.

- A. Proper requests for payment must include a non-duplicated invoice number, the purchase order or purchase release number and the supply Contract number if applicable, City name, and the name of the City Representative. Requests for payment shall be itemized
- B. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- C. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

28. PAYMENT.

- A. All requests for payment received by the City will be paid within 30 calendar days of the City receipt of the Deliverables or of the request for payment, whichever is later.
- B. If payment is not timely made (per paragraph A), interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the request for payment matches the shipment or delivery.
- D. City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of: i. delivery of non-conforming Deliverables by the Contractor; ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment; iv. damage to the property of City or the City agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor; v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Contractor to submit proper requests for payment with all required attachments and supporting documentation; or vii. failure of the Contractor to comply with any material provision of the Contract Documents. E. City payment obligations are payable only and solely from funds appropriated and available for the purpose of this purchase. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

28. FINAL CLOSE-OUT.

A. The making and acceptance of final payment will constitute: i. a waiver of all claims by City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

29. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

30. RIGHT TO AUDIT.

A. The Contractor agrees that authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund the City any overpayments disclosed by any such audit.

B. The Contractor shall include Section A. above in all subcontractor Contracts entered into in connection with this Contract.

31. SUBCONTRACTORS.

A. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract; ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City; iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract; iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

B. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

C. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

32. WARRANTY-PRICE.

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, The City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

33. WARRANTY - SERVICES. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from acceptance of the services. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, The City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand

34. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, The City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

35. RIGHT TO ASSURANCE. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

36. STOP WORK NOTICE. The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification,

the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

37. DEFAULT. The Contractor shall be in default under the Contract if the Contractor:

- (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract,
- (b) fails to provide adequate assurance of performance under Paragraph 25,
- (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or
- (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by the Contractor to the City.

38. TERMINATION FOR CAUSE. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, The City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

39. TERMINATION WITHOUT CAUSE. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

40. FRAUD. Fraudulent statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

41. DELAYS. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in Paragraph 54. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

42. HOLD HARMLESS AND INDEMNITY.

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF the City), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

43. INSURANCE. The following insurance requirement applies (Applicable to Contracts for services that are performed at City facilities or at sites designated by the City and for supplies that are delivered to City facilities by the Contractor personnel)

A. General Requirements. i. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period. ii. The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified. iii. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor. iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project. v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+ or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund. vi. All endorsements naming the City and the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn: Procurement Manager
City of Hutto
401 W. Front Street
Hutto, Texas 78634

vii. The "other" insurance clause shall not apply to the City or where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering the City, and the Contractor, shall be considered primary coverage as applicable. viii. If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any

differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. ix. The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies. x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by THE CITY based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor. xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract. xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. xiii. The Contractor shall provide the City thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract. xiv. The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor. xv. Actual losses not covered by insurance as required by this section shall be paid by Contractor.

B. Specific Requirements. (Applicable to Contracts for Services that are performed at City facilities or at sites designated by the City and for Deliverables that are delivered to City facilities by Contractor personnel). i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are: \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(l) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City:

(a) Waiver of Subrogation, Form WC 420304, or equivalent coverage (b) Thirty (30) days' Notice of Cancellation, Form WC 420601, or equivalent coverage ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). (l) The policy shall contain the following provisions:

(a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project. (b) Independent Contractor's Coverage. (c) Products/Completed Operations Liability for the duration of the warranty period. (d) If the project involves digging or drilling, provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U). (2) The policy shall also include these endorsements in favor of the City: (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage (c) The City listed as an additional insured, Endorsement CG 2010, or equivalent coverage iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. (l) The policy shall include these endorsements in favor of the City: (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage (b) Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage (c) The City listed as an additional insured, Endorsement CA2048, or equivalent coverage.

44. CLAIMS. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City.

45. DISCLOSURES. If at any time Contractor shall become aware of the existence or occurrence of any financial or economic conditions or natural disasters which might have a material adverse effect, Contractor shall promptly notify the City of the existence or occurrence thereof, unless the City has actual notice thereof, and of Contractor's opinion as to what effect such may have on the property or Contractor. Contractor shall also give prompt notice to the City, unless the City has actual notice thereof, of (i) the serious illness or death of any principal or key employee of Contractor, (ii) any litigation or dispute, threatened or pending against or affecting Contractor or the property which could have a material adverse effect, (iii) any event of default, (iv) any default by Contractor or any acceleration of any indebtedness owed by Contractor under any contract to which Contractor is a party, and (v) any change in the character of Contractor's business as it existed on the date hereof which could have a material adverse effect.

46. NOTICES. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be sent to 401 West Front Street, Hutto Texas 78634 and marked to the attention of the Procurement Manager.

47. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL. All material submitted by the Contractor to THE CITY shall become property of THE CITY upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

48. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS. The Contractor represents and warrants to THE CITY that: (i) the Contractor shall provide THE CITY good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold THE CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that THE CITY's exercise anywhere in the world of the rights associated with THE CITY's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, THE CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on THE CITY's behalf. Further, Contractor agrees that THE CITY's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and THE CITY makes no

warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

49. CONFIDENTIALITY. In order to provide the Deliverables to the City, Contractor may require access to certain of THE CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which THE CITY or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of THE CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure THE CITY and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of THE CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies THE CITY before disclosing such information so as to permit THE CITY reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least

50. PUBLICATIONS. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

51. ADVERTISING. The Contractor shall not advertise or publish, without THE CITY's prior consent, the fact that THE CITY has entered into the Contract, except to the extent required by law.

52. NO CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, THE CITY shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

53. GRATUITIES. THE CITY may, by written notice to the Contractor, cancel the Contract without liability if it is determined by THE CITY that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Hutto with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by THE CITY pursuant to this provision, The City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in 53.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS. No officer, employee, independent consultant, or elected official of THE CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

54. INDEPENDENT CONTRACTOR. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of THE CITY.

55. DEBARRED CONTRACTORS. In procuring any goods or services related to the Contract, Contractor shall not enter into a contract or remit payment to any contractor that is listed on the Federal Excluded Parties List. Contractor shall screen all contractors and subcontractors by checking the above list which is found at the following web address:

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

56. ASSIGNMENT-DELEGATION. The Contract shall be binding upon and ensure to the benefit of THE CITY and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of THE CITY. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

57. NO WAIVER; REMEDIES CUMULATIVE. No exercise, partial exercise, failure, forbearance or delay on the part of the owner in exercising any power or right hereunder, or under the Contract Documents, shall operate as a waiver of the power or right, except as specifically provided herein. No remedy conferred herein, or in the Contract Documents, is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise, may be sought by the enforcing party.

58. MODIFICATIONS. The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any the Contractor request for payment, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

59. INTERPRETATION. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their Contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

60. FORCE MAJEURE. The parties hereto will be excused from performance of any of their respective obligations hereunder during the existence of any event beyond their respective control (not due to their own fault or actions inconsistent with good faith operations hereunder) which shall include, without limitation, actions of governmental authorities, other than the City; acts of God; strikes or other labor troubles beyond the reasonable anticipation and control of the parties; temporary interruption caused by explosion, fire, vandalism, malicious mischief and other unavoidable interruptions; weather; natural catastrophes and other unavoidable circumstances.

61. ALTERNATIVE DISPUTE RESOLUTION. The City and Contractor shall submit in good faith to mediation before filing a suit for damages under this Contract.

62. GOVERNING LAW. The Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas. Although drafted by the owner, the Contract Documents shall be fairly construed, neither more strongly for nor against any party.

63. PERFORMANCE; VENUE. This Contract shall be performed in Williamson County, Texas. Venue shall be in Williamson County, Texas.

64. SEVERABILITY. In the event that any provisions of this Contract or any other contract documents executed at closing or the application thereof to any person or circumstances shall be declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of such provisions and Contracts shall nevertheless remain in full force and effect and to this end the provisions of all covenants, conditions and Contracts described herein are deemed severable for this purpose. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

65. HOLIDAYS. The following holidays are observed by the City:

Holiday Date Observed

New Year's Day January 1

Martin Luther King, Jr.'s Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Friday after Thanksgiving Friday after Thanksgiving

Christmas Eve December 24

Christmas Day December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

66. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract

PART III – SERVICE LOCATIONS FREQUENCY AND PROPOSED PRICE

67. PROPOSAL PRICE SHEET: Please refer to **Attachment number I**. The duly signed proposal price must BE submitted with the other documents for a proposal to be deemed responsive.

PART IV – PROPOSAL SUBMISSION AND EVALUATION CRITERIA

68. CITY'S PREROGATIVE:

- I. The City reserves the right to award this bid in its entirety or by group. The award will be made at a regularly scheduled meeting of the City of Hutto Council if bid amount is \$50,000 or more.
- II. Specifications, bid proposal forms and instructions to bidders are attached hereto. The City is not responsible for any vendor's costs associated in the preparation of the bid. Also, should vendor bid an alternate; any test costs to prove equality of product will be at the expense of the vendor, not the City of Hutto.
- III. Any proposal received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.
- IV. The City of Hutto reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City of Hutto.

69. EVALUATION FACTORS AND AWARD

- a) **Evaluation:** Proposers may furnish pricing for all or any portion of the RFP (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.
- b) **Award:** The City of Hutto shall award the bid to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. When determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1.	Purchase Price	40%
2.	Reputation of the bidder/References	15%
3.	Equipment	35%
4.	Bidder's past relationship with the municipality	10%

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

9. SUBMITTAL OF PROPOSAL:

EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET, WITH EACH PAGE INITIALED, TO ESTABLISH ACKNOWLEDGEMENT OF THE SPECIFICATIONS. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON- RESPONSIVE TO

SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Be sure envelope is completely and properly identified and sealed, showing the proposal number, bid due date and proposal name in the lower left hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSAL WILL NOT BE ACCEPTED!**

Submit Proposals to reach the address below on or before 3:00 p.m. (CST) on December 27, 2018:

Procurement Manager
City of Hutto
401 W. Front Street,
Hutto, Texas 78634

68. PRE-PROPOSAL MEETING ANNOUNCEMENT:

Pre-proposal submittal meeting will be held on Thursday, December 13, 2018 at 10:00 a.m. (CST) in the City Hall Annex conference room located at 401 W. Front Street, Hutto, TX 78634. Prospective responders are encouraged to attend this meeting.

ATTACHMENT I

SERVICE FREQUENCY OF MOWING and PROPOSED PRICE FOR RFP 19-05

Map No.	Property Description	Acreage	UNITS OF MEASURE		Proposed Price Per Unit of Measure	This column will auto calculate Extended Price /Year
			Bi-Weekly Service	Monthly Service		
1	Hwy 79 ROW	11.57	x		\$566.93	\$14,740.18
2	Front Street ROW (from shop to bridge west of Lone Star, from Marvin Cove to Carl Stern and the island at Farm. Front Street (city hall property)	7	x		\$343.00	\$8,918.00
3	ROW between rail road tracks and fence line (from FM685 to ditch line east commercial buildings on north side of Front Street/ A-1 Coring)	1.49	Weekly		\$134.10	\$6,973.20
4	Front Street Detention Pond	3.6		x	\$198.00	\$2,376.00
5	Public Works Yard	2.47	x		\$121.03	\$3,146.78
6	Back side of Public Works Shop	5.67	x		\$277.83	\$7,223.58
7	Waste Water Treatment Plant	1.21	x		\$59.29	\$1,541.54
8	Carl Stern Water Tower	14.46	x		\$708.54	\$18,422.04
9	Carl Stern ROW from Front Street to N.Pauley on north side and on south side from S.Pauley east to ditch line	0.49	x		\$24.01	\$624.26
10	Duck Pond and Ditch Line at Country Estates off Carl Stern Drive	0.55	x		\$26.95	\$700.70
11	Country Estates Ditch Line and Brooke Street Detention Pond	8.51	x		\$416.99	\$10,841.74
13	Enclaves Detention Pond	1.17	x		\$57.33	\$1,490.58
15	Evans Street	6.36		x	\$349.80	\$4,197.60
16	1660 S. ROW (from fence behind 101 Orchard Way to 2nd power pole south of Meadowside Drive on eastside of	0.34	x		\$16.66	\$433.16
17	Detention Pond behind 204 Lady Bug (Past dead end on east end of Carl Stern after last house on the right)	0.81	x		\$39.69	\$1,031.94
18	Brushy Creek Meadows Detention Pond (Coyote Trail and Cr 135)	3.08		x	\$169.40	\$2,032.80
20	1660 S. sidewalk (from phone junction boxes southside of Glenwood Subdivision to where sidewalk crosses	3.24		x	\$178.20	\$2,138.40
21	Cr 137 ROW and sidewalk	1.08	x		\$52.92	\$1,375.92
22	Hwy 79 center islands (from FM685 east to Exchange Blvd.)	3.17	x		\$155.33	\$4,038.58
24		2104 ft		x	\$66.00	\$792.00

			UNITS OF MEASURE			This column will auto calculate
Map No.	Property Description	Acreage	Bi- Weekly Service	Monthly Service	Propose d Price Per Unit of Measure	Extended Price /Year
25	North east corner of Hwy79 and Ed Schmidt	0.02	x		\$25.00	\$650.00
27	Exchange Blvd. Drainage Channel (50 feet on each side of roadway behind guardrail)	0.25		x	\$35.00	\$420.00
28	Cr 165/Alliance Blvd (from Hwy 79 north on eastside to south corner of parking lot of YMCA and on westside from Hwy 79 north under the power lines to the storage facility)	1.22		x	\$55.00	\$660.00
29	Emory Farms Detention Pond (from fence line south to YMCA curb line)	8.58		x	\$471.90	\$5,662.80
30	Cr 108/Innovation Blvd (from toll service road to Limmer Loop. Do not in front of college)	8.62	x		\$422.38	\$10,981.88
31	North West Water Tower	1.27	x		\$62.23	\$1,617.98
32	Ed Schmidt ROW	2.26	x		\$110.74	\$2,879.24
33	Limmer Loop (St Patrick's Catholic Church to end of Clarks Crossing)	4.54	x		\$222.46	\$5,783.96
34	Carol Drive ROW from Limmer Loop south behind the fence on the west side of street	0.25	Weekly		\$22.50	\$1,170.00
35	301 Carol Drive Drainage Easement (edge of street west to power poles)	2.8	x		\$137.20	\$3,567.20
36	Carol Drive Detention Pond (edge of street east to ditch line)	1.4	x		\$68.60	\$1,783.60
37	Mager Lane ROW around to Cottonwood Sub entrance and Clarks Crossing ditch lines (x3)	6.47	x		\$317.03	\$8,242.78
38	Creekside Drive- two drainage easements Cottonwood Subdivision	0.09		x	\$35.00	\$420.00
39	Hutto Park Subdivision easement west of Saul Street	2.52	x		\$123.48	\$3,210.48
40	Cr 132 ROW	3.72		x	\$204.60	\$2,455.20
41	Pecan Street Water Tower (W.Pecan Street)	0.31	x		\$25.00	\$650.00
42	Alley across from the Texan to 1000	0.11		x	\$35.00	\$420.00
43	Alley across from the Library to Main Street	0.09		x	\$35.00	\$420.00
44	Street (north end of Main Street)	0.2	x		\$25.00	\$650.00
45	Frame Switch Water Tower	5	x		\$245.00	\$6,370.00
48	Farley Street and East Street around	0.75	x		\$36.75	\$955.50
49	Carl Stern Drive (south side of roadway from school entrance east to S. Pauley and from fence to curb)	0.5	x		\$24.50	\$637.00

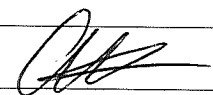
			UNITS OF MEASURE			This column will auto calculate
Map No.	Property Description	Acreage	Bi-Weekly Service	Monthly Service	Proposed Price Per Unit of Measure	Extended Price /Year
52	Enclaves easement between houses and Brushy Creek	7.69	x		\$376.81	\$9,797.06
55	Sidewalk FM 685 ; Riverwalk to Great W	5	x		\$245.00	6,370.00
56	FM 1660 N from Mager Lane north to city limit sign on north side of Hutto Park (north and south ROW)	4.02		x	\$221.10	\$2,653.20
59	East Street Parking Lot	0.5	x		\$25.00	\$650.00
60	Fistral Drive Drainage Ditch	0.5	x		\$25.00	\$650.00
48	Sidewalk FM 685 ; Riverwalk to Great W	5	x		\$245.00	6,370.00
					\$7,839.28	\$166,396.88

179,136.88

Name of Company: Abescape Group LLC

Name: Abraham Herrera

Signature



Title Owner

8650 W Hwy 29
Liberty Hill, Texas 78642

(512) 790-4223 office
(915) 231-6298 fax
(915) 253-9702 cell

www.abescape.com
aherrera@abescape.com
estimating@abescape.com
info@abescape.com

EQUIPMENT TO BE USED FOR THE CITY OF HUTTO, TX

QUANTITY	YEAR	MAKE	MODEL	DESCRIPTION
2	2016	JOHN DEERE	Z950M ZERO TURN	RIDING MOWER W/ ENVIRO GARD CONVERSION KIT (PROPANE)
2	2016	FORD	F-350	DIESEL PICK-UP
2	2015	TOPHAT	UTILITY TRLR	16 FT LANDSCAPE TRAILER
4	2015	STIHL	130/240	LINE TRIMMER
3	2015	STIHL	TRIMMER	HEDGE TRIMMER
4	2015	STIHL	BR600	BLOWER
2	2014	JOHN DEERE	5115	TRACTOR
1	2016	RHINO	5150 BATWING	16 FT CUTTER
2	2013	HONDA	MOWER	PUSH MOWER
2	2015	STIHL	BACK PACK	SPRAYER
2	2010	STORMTOP	ST-3000	30 YARD ROLL-OFF CONTAINER
1	2001	FREIGHTLINER	DUMP	ROLL-OFF DUMP TRUCK
2	2014	100 GALLON	TANK	TANKS WITH SPRAY GUNS

This is the equipment owned by Abescape and what will be used to services all areas of the contract. Also attached is a complete inventory of trucks, machinery, mowers, tractors, roll-offs, tools & equipment owned by Abescape.



Repair & Maintenance Yard; Liberty Hill TX

8650 W State Hwy 29
Liberty Hill, Texas 78642

(512) 790-4223 office
(915) 231-6298 fax
(915) 253-9702 cell

www.abescape.com
aherrera@abescape.com
estimating@abescape.com
info@abescape.com

CONTRACT EQUIPMENT - ATTACHED FULL INVENTORY WITH SERIAL NUMBERS

48-55 employees (San Antonio, Dallas Austin)

22 TRUCKS 29 TRAILERS, 30 LINE

TRIMMERS, 15 HEDGE TRIMMERS

6 POLE SAW CHAINSAWS, 30 BLOWERS

6 - 36" WALK-BEHIND MOWERS,

8 BACK PACK SPRAYERS

TRACTORS/CUTTERS/MOWERS

2 - 5085M JOHN DEERE TRACTOR 85 PTO

3 - 5115M JOHN DEERE TRACTOR 115 PTO

2 - 5100E JOHN DEERE TRACTOR 100 PTO

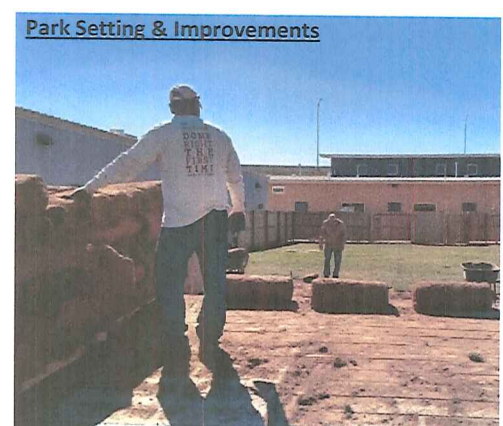
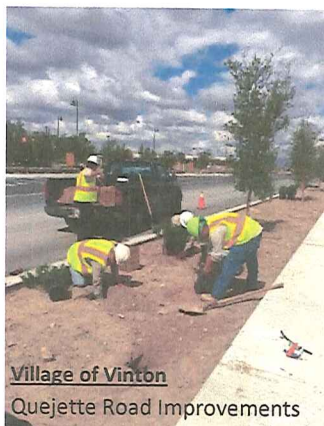
3 - 15FT BUSHHOG FINISH MOWER/CUTTER

2 - 15FT RHINO FINISH MOWER/CUTTER

2 - 15 FT 515 ICON RHINO SHREDDERS

2 - 15FT JOHN DEERE CX SHREDDER

13 - HUSTLER ZERO TURN RIDING MOWERS



AbescapeLandscaping, LLC
Licensed Irrigator - License Number
LI0020134
Backflow Prevention Assembly Tester -
License Number BP0015438

EQUIPMENT	YEAR	MODEL	SERIAL NUMBER
TRACTOR			
JOHN DEERE	2016	5115M UTIL. TRACT. (100 PTO HP)	1LV5115MCGG100164
JOHN DEERE	2017	5115M UTIL. TRACT. (100 PTO HP)	1LV5115MCHH100970
JOHN DEERE	2018	5115M UTIL. TRACT. (100 PTO HP)	1LV5115MLHH101007
JOHN DEERE	2018	5100M UTIL. TRACT. (100 PTO HP)	1LV5100EPJJ101654
JOHN DEERE	2018	5100M UTIL. TRACT. (100 PTO HP)	1LV5100EVJJ101644
CUTTERS			
JOHN DEERE FLEX WING	2016	SUSP. 540 RPM STUMP JUMPERS	
JOHN DEERE FLEX WING	2016	540 RPM STUMP JUMPERS	C067202
BUSH HOG ROTARY CUTTER	2018	TD1500	4871756
BUSH HOG ROTARY CUTTER	2018	TD1500	4871757
BUSH HOG ROTARY CUTTER	2018	TD1500	4871758
HUSTLER			
JOHN DEERE Z950M	2016	COMMERCIAL ZTRACK	
JOHN DEERE Z950M	2016	COMMERCIAL ZTRACK	
JOHN DEERE Z950M	2017	COMERCIAL ZTRACK	1TC960MCVGT050115
JOHN DEERE Z950M	2017	COMERCIAL ZTRACK	1TC950MCLGT050038
JOHN DEERE Z950M	2017	COMERCIAL ZTRACK	1TC950MCCGT051251
HUSTLER MOWER SUPER Z60	2017	936880	17103544
KAWASAKI SUPER Z 60"	2018	936880	18040028
KAWASAKI SUPER Z 60"	2018	936880	18040029
KAWASAKI SUPER Z 60"	2018	936880	18040033
KAWASAKI SUPER Z 60"	2018	936880	18040497
KAWASAKI SUPER Z 72"	2018	936930	18042410
KAWASAKI SUPER Z 72"	2018	936930	18042406
KAWASAKI SUPER Z 72"	2018	936930	18042408
KAWASAKI SUPER Z 72"	2018	936930	18042409



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Texas Department of Transportation (TXDOT), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to remain certified with the TXDOT, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the TXDOT in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the TXDOT and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the TXDOT, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1000000000900
File/Vendor Number: 50366
Approval Date: 08-FEB-2017
Scheduled Expiration Date: 28-FEB-2020

In accordance with the Memorandum of Agreement between the
Texas Department of Transportation (TXDOT)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

ABESCAPE LANDSCAPING, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 21-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Reference Sheet

Responding Company Name: ABESCAPE GROUP, LLC

1. Company's Name CITY OF PFLUGERVILLE (3 CONTRACTS) PARKS, FACILITIES & LIFT STATIONS
Name and Title of Contact Daniel Willson (field foreman), Wiley Webb (superintendent) Imad Shamaa (maintenance)
Project Name City of Pflugervill Public Works (Parks) / Well Site Mowing (lift stations)
Present Address 15500 Sunlight Near Way
City, State, Zip Code Pflugerville, Texas 78660
Telephone Number Dan Wilson: 512.990.6423 Wiley Webb: 512.990.6400 Imad Shamaa 512.990.6133
Email Address danielw@pflugervilletx.gov wileyw@pflugervilletx.gov imads@pflugervilletx.gov

2. Company's Name CITY OF LEANDER TEXAS
Name and Title of Contact MIKE RILEY (PUBLIC WORKS INSPECTOR) PAT WOMACK (DIRECTOR)
Project Name CITY BUILDING GROUNDS MAINTENANCE & RIGHT-OF-WAY MOWING
Present Address 607 MUNICIPAL DR
City, State, Zip Code LEANDER TEXAS, 78641
Telephone Number 915.259-2640 OR 512.762.7824 Fax Number (915) 528-8421 _____
Email Address mriley@leandertx.gov pwomack@leandertx.gov

3. Company's Name CITY OF EL PASO
Name and Title of Contact STEVE LUNSFORD (PARK SUPERINTENDENT)
Project Name CITY OF EL PASO CITY PARKS MOWING & GROUNDS MAINTENANCE
Present Address 911 S OCHOA ST
City, State, Zip Code EL PASO, TEXAS 79901
Telephone Number 915.472.2819 OR 915.621.6791 Fax Number (915) 212-0092 _____
Email Address lunsfordas@elpasotexas.gov

4. **CITY OF AUSTIN:** **AUSTIN CODE AND CITY PARKS REFERENCES:**

Joe Diaz (Parks)	512.705.3008	joe.diaz@austintexas.gov
John Robinson (forestry)	512.974-6519	john.robinson@austintexas.gov
Shane Kistner (street & bridge)	512.974.9198	shane.kistner@austintexas.gov

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ABRAHAM HERRERA

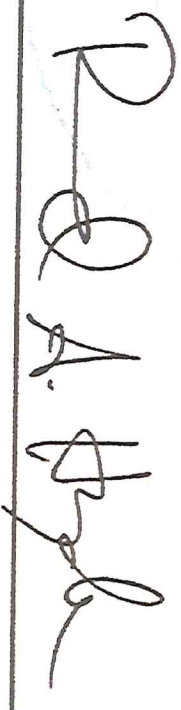
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

LICENSED IRRIGATOR

License Number: L10020134

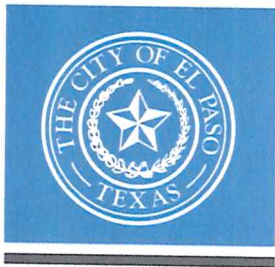
Issue Date: 02/04/2016

Expiration Date: 01/31/2019



Executive Director

Texas Commission on Environmental Quality



Parks and Recreation Department

Mayor

Oscar Leeser

January 3, 2017

City Council

District 1

Peter Svarzbein

District 2

Jim Tolbert

District 3

Emma Acosta

District 4

Carl L. Robinson

District 5

Dr. Michiel R. Noe

District 6

Claudia Ordaz

District 7

Lily Limón

District 8

Cortney C. Niland

Abescape Landscaping, LLC
1440 Coronel Drive
El Paso, Texas 79928

To Whom It May Concern:

Abescape Landscaping LLC has been a contract mowing vendor for the City of El Paso Parks and Recreation Department since 2015. Their duties of included mowing at a 1.0" to 1.5" height of 45 to 80 acres of turf, site cleaning such as litter pickup prior to mowing operation, and trimming of landscape areas such as around trees and other scrubs contained within those turf areas. Mowing operations are conducted from March to October of each year.

The working relationship with this company has been a very professional and I recommend this company.

Steven Lunsford

Park Superintendent
Parks and Recreation Department
Office: 915/212-8018
Email: lunsfordas@elpasotexas.gov

City Manager

Tommy Gonzalez

Tracey Novak, Director - Parks and Recreation Department Head
City Hall #3 | 801 Texas Ave. | El Paso, Texas 79901 | (915) 212-0092

8650 W STATE HWY 29
Liberty Hill, Texas 78642

(915) 307-2648 office
(915) 231-6298 fax
(915) 253-9702 cell abraham

www.abescape.com
aherrera@abescape.com
estimating@abescape.com

(Abescape Landscaping, LLC) & (Abescape Group LLC) Recent Commercial Resume & References

City of Leander, Texas

City Buildings Landscape Maintenance & Right of way

Mowing

Pat Womack – Public Works Director
607 Municipal Dr.
Leander, Texas 78641
(512) 259-2640 – office
(512) 762-7824 – cell
pwomack@leandertx.gov

City of El Paso, Texas Parks Mowing

City Parks mowing & grounds maintenance

Steve Lunsford - lunsfordas@elpasotexas.gov
General Land Management Superintendent
(915) 621-6791 office
(915) 472-2819 cell

Village of Vinton, Texas

City Parks Mowing & Grounds Maintenance

Jessica Garza – City administration Manger
jgarza@vintontx.us
Perfecto Valdez – Supervisor
(915) 886-5104 - office
(915) 593-7220 cell

Ft. Bliss Army Base c/o Belfour Beatty, El Paso, Texas

Military Housing Mowing & Grounds Maintenance

Jeremy Holliday – Communities Supervisor
Email: jholliday@bbcgrp.com
(915) 564-0795 Office
(915) 564-1853 Fax
(915) 726-0109 Cell

Pride General Contractors

Concrete flatwork for the City of El Paso & Texas Tech college

Ramon Salgado-Owner
Rsalgado@pridegc.com
5959 Gateway west ste
El Paso TX 79925
(915) 433-4631 cell
(915) 771-9601 office

City of Lakeway, Texas

City buildings & parks landscape maintenance & landscape Installations

Andra Bennett-Director of Parks & Recreation
105 Cross Creek
Lakeway, Tx 78734
(512) 314-7534- Office
andrabennett@lakeway-tx.gov

Ardent Quest Apartment

Irrigation & Landscaping installation & maintenance

Moss & Associates Contracting
Russell McSpedden – Sr. Project Manager
rmcspedden@mossemail.com
(915) 298-0442 office
(915) 539-6415 cell

Quijette Road Improvements, Vinton, TX

Irrigation & Landscaping installation & maintenance

Saab Site Contractors, L.P.
Sean Pracht – Project Manager
sean.saabsite@gmail.com
(915) 593-7220 office
(915) 246-3990 cell

GSA Tornillo Int'l Port of Entry, Tornillo, TX

Irrigation, Landscaping, Sod & Boulder Install & Maintenance

Cooley Construction
Ed Schmitt – Site Supervisor
eschmitt@cooleyconstruction.com
(405) 528-8093 office
(915) 210-4247 cell

Banes General Contractors – Various Projects

Concrete flat work, Irrigation, Landscaping EPCC, Lexus, Land Rover, Jaguar Stamped Concrete

Gilbert Patino – Project Manager
6001 Doniphan Dr, El Paso, TX 79932
(915) 584-0404 office
(915) 345-3177 cell

Restlawn & Evergreen Cemetery

Irrigation & Landscaping Installation

Linda Olvera – Manager
Linda.olvera@sci-us.com
4848 Alps Dr, El Paso, TX 79904
(850) 377-2979 cell

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ABRAHAM HERRERA

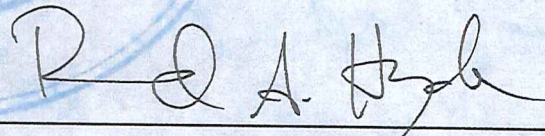
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0015438

Issue Date: 08/06/2016

Expiration Date: 09/05/2019



*Executive Director
Texas Commission on Environmental Quality*

8650 HWY 29
Georgetown, Texas 78628

(512) 790-4223 office
(915) 231-6298 fax
(915) 253-9702 cell

www.abescape.com
aherrera@abescape.com
estimating@abescape.com
info@abescape.com

COMMERCIAL RESUME:

City of Leander, Texas –

Contract 1 - All city and highway right of way mowing approximately 500 acres Ronald Reagan Highway 17 miles of roadside width mowing (both sides) 150 acres 57 pond reservoirs & channels mowing City Buildings mowing & grounds maintenance.
Mike Riley, Public Works Assistant (830) 265-8100,
mireley@leandertx.gov

Contract 2 – City Parks, Roger Flowers, (512) 563-1836,
rflowers@leandertx.gov
14 parks and trails approximately, 25 acres

City of Lakeway, Texas – Andra Bennett, Director (512) 314-7534
andrabennett@lakeway-tx.gov

Medians & rights of way
approximately 120 acres Swim
Center mowing & grounds
maintenance
City hall, Police Station, Activity Center,
Heritage Center 4 City Parks
approximately 12 acres

City of El Paso, Texas Parks Mowing – Steve Lunsford,
Superintendent (915) 472-2819
City Parks mowing & grounds maintenance approximately 900 acres,
contract totaling 130 parks

Village of Vinton, Texas – Perfercto Valdez, Director.
(915) 497-6136, (915) 383-6993. Email pvaldez@vinton.tx.us.
City Parks Mowing & Grounds Maintenance approximately 15 acres

Ft. Bliss Army Base, El Paso, Texas Jeremy Holliday, Communities
Supervisor (915) 726-0109
Belfour Beatty Military Housing Mowing & Grounds Maintenance approximately 55 acres

Awarded Military Housing at White Sands Missile Range (08/2017)
Lance Mills, Communities Supervisor (575) 993-6385 lmills@bbcgrp.com

Texas Department of Transportation, Odessa District & Abilene District
David Alvarez, Maintenance Supervisor (432) 652-8951, Upton County
Right-of-way Mowing & Line Trimming approximately 1,700 acres per cycle totaling approx. 8500 acres for the 2-year contract

Saundra Collins (325) 676-6852, saundra.collins@txdot.gov, Borden County

City of Georgetown, Texas
Water storm channels, ponds & right-of-ways.
Dan Suouthard, (512) 930-8152
dan.southard@georgetown.org

City of Pflugerville Texas

Contract 1 – City Facilities, Imad Shamaa, (512) 767-2866, approximately 28 acres total
(512) 767-2866, imads@pflugervilletx.gov

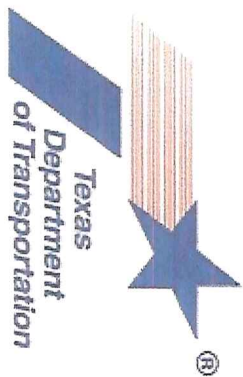
Contract 2 – Public Works Water Treatment Plants, Wiley Webb, Utility Superintendent.
(512) 990-6400, wileyw@pflugervilletx.gov

Contract 3 – City Parks, 40 parks approximately 174 acres. Daniel Wilson, Field Operation Foreman
(512) 990-6400, danielw@pflugervilletx.gov

Aside from the municipal and city mowing, Abescape continues to maintain over 200 residential properties, hotels, commercial real estate, and various apartment complexes. Abescape also specializes in commercial landscape installation and design, irrigation planning and installation and backflow prevention.



Abraham Herrera - Owner



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with 49 Code of Federal Regulations Part 26

Abescape Landscaping LLC DBA Abescape Landscaping
(VN: 27054)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

February 8, 2017

Date Issued

A handwritten signature in blue ink, appearing to read "MB", written over a horizontal line.

Michael D. Bryant
Director

Civil Rights Division



Abraham Herrera

TCLP

#767

The above named is hereby recognized as a
Texas Certified Landscape Professional,
having fulfilled the requirements of the Certification Committee of the
Texas Nursery & Landscape Association

CHAIRMAN
TNLA Certification Committee

PRESIDENT
Texas Nursery & Landscape Association

Valid Through

June 30, 2019



January 30, 2018

To: Whom it may concern,

I am the Utility Superintendent for the City of Pflugerville. I am responsible for the operations and maintenance, including mowing, of 21 facilities totaling 61.85 acres.

The mowing for these facilities was bid out in FY2017 via PUBLIC WORKS/WELL SITE MOWING SERVICES, Bid Number 2017-12. This bid included 20-14 day cycles of mowing and edging of 20 sites and 40-7 day cycles on one 1.75 acre site.

Abescape was the low bidder and was awarded the contract for FY2017.

Abescape provided quality service during FY2017. Any issue that arose were resolved quickly. Abescape worked with City staff to ensure expectations were met.

The contract for these services has been renewed with Abescape for FY2018.

Feel free to contact me if you have any questions.

A handwritten signature in blue ink, appearing to read "Wiley Webb".

Wiley Webb
Utility Superintendent
City of Pflugerville
512-990-6400

RESOLUTION NO. R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ABESCAPE GROUP FOR GROUNDS MAINTENANCE AND RIGHT OF WAY MOWING.

WHEREAS, the City of Hutto and Abescape Group have a mutual intent and understandings with respect to mowing grounds and rights of way for the City, and;

WHEREAS, the City recognizes the need for contract mowing services and Abescape Group possesses the resources and expertise to deliver said services to the City, and;

WHEREAS, the City and Abescape Group wish to enter into an Agreement outlining their mutual understanding and agreement to work cooperatively and in good faith in respect to mowing of grounds and rights of way for the City by Abescape Group.

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

The City Council hereby authorizes the City Manager to enter into a contract not to exceed \$179,136.88 with Abescape Group to provide grounds maintenance and rights of way mowing services for the City.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the 7th day of **February 2019**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 9A. **AGENDA DATE:** February 07, 2019

PRESENTED BY: Edena Atmore, Assistant City Manager

ITEM:

Consideration and possible action on the second reading of an ordinance authorizing the issuance and sale of one or more series of City of Hutto, Texas General Obligation Bonds, Series 2019; authorizing the levy of an ad valorem tax in support of said bonds; approving an official statement, the form of a paying agent/registrar agreement and related agreements; establishing procedures for selling and delivering of one or more series of bonds; and other matters relating to the issuance of the bonds. (Edena Atmore)

STRATEGIC GUIDE POLICY: Fiscal Responsibility

ITEM BACKGROUND:

The General Obligation bond ordinance will be backed by the City's property tax levy and is the first of the potential bond issuances for projects approved by voters in the 2018 Bond Election as follows:

- Proposition A- Street and Drainage Improvements: \$70,000,000.00
- Proposition B- Public Safety and Communication Facility Improvements: \$5,000,000.00
- Proposition C- Park and Recreation Improvements: \$50,000,000.00

The Series 2019 bonds will be issued in the amount of approximately \$25,000,000.00 in accordance with the recommendations from the Input Committee, Planning and Zoning Commission and the Parks Advisory Board.

BUDGETARY AND FINANCIAL SUMMARY:

The debt service for these bonds will be supported by the City's ad valorem tax levy.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable

CITY ATTORNEY REVIEW:

The City's Bond Counsel, McCall Parkhurst, and Horton LLP, prepared the bond ordinance.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance authorizing the issuance of City of Hutto, Texas General Obligation Bonds, Series 2019. Only one reading of the ordinance is required per Section 1201.028 of the Texas Government Code and Article 10.01E of the City Charter.

SUPPORTING MATERIAL:

1. [Ordinance Certificate](#)
2. [Ordinance](#)

paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this _____, 2019.

City Secretary

Mayor

(CITY SEAL)

ORDINANCE NO. – _____

**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE
SERIES OF CITY OF HUTTO, TEXAS GENERAL OBLIGATION BONDS, SERIES
2019; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF SAID
BONDS; APPROVING AN OFFICIAL STATEMENT, THE FORM OF A PAYING
AGENT/REGISTRAR AGREEMENT AND OTHER RELATED AGREEMENTS;
ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE
SERIES OF THE BONDS; AND OTHER MATTERS RELATING TO THE ISSUANCE
OF THE BONDS**

**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE
SERIES OF CITY OF HUTTO, TEXAS GENERAL OBLIGATION BONDS, SERIES
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OF THE BONDS**

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Exhibit A - Definitions

Exhibit B - Description of Annual Financial Information

ORDINANCE NO. – _____

**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE
SERIES OF CITY OF HUTTO, TEXAS GENERAL OBLIGATION BONDS, SERIES
2019; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF SAID
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ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE
SERIES OF THE BONDS; AND OTHER MATTERS RELATING TO THE ISSUANCE
OF THE BONDS**

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF HUTTO

WHEREAS, at an election held within the City of Hutto, Texas (the "City") on November 6, 2018 the voters of the City authorized the City Council of the City (the "City Council") to issue in one or more series of the bonds set forth in the Propositions set forth below:

PROPOSITION A

"Shall the City Council of the City of Hutto, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of \$70,000,000 for the purpose of constructing, improving, extending, expanding upgrading and/or developing streets, roads and intersections at FM 1660 North and Limmer Loop, FM 1660 at U.S. 79, FM 1660 South and Front Street and other roads in the City if unissued bonds or unspent proceeds of bonds sold remain after completing the improvements at FM 1660 North and Limmer Loop, FM 1660 at U.S. 79, FM 1660 South and Front Street, including utility relocation, drainage improvements, sidewalks, traffic safety and operational improvements, the purchase of any necessary rights-of-way and other related costs therefor with said bonds to mature not more than 40 years from their date of issuance, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?"

PROPOSITION B

"Shall the City Council of the City of Hutto, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of

\$5,000,000 for the purpose of planning, designing, constructing, purchasing, renovating, repairing, replacing, improving, expanding and equipping public safety and communication facilities for the City police department, including audio and visual technology and related software or hardware in connection with such facilities and other related costs therefor with said bonds to mature not more than 40 years from their date of issuance, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?"

PROPOSITION C

"Shall the City Council of the City of Hutto, Texas, be authorized to issue the bonds of the City, in one or more series or issues, in the aggregate principal amount of \$50,000,000 for the purpose of constructing, acquiring, improving, renovating, developing and equipping, land, buildings and supporting infrastructure for parks and recreational purposes, including renovation of existing parks and recreational facilities, extensions of roadways, trails, parking, and/or drainage improvements at or integrated into parks, the purchase of any necessary rights-of-way and related infrastructure and other costs therefor with said bonds to mature not more than 40 years from their date of issuance, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall said City Council be authorized to levy and cause to be assessed and collected annual ad valorem taxes on all taxable property in the City in an amount sufficient to pay the annual interest on said bonds and provide a sinking fund to pay the bonds at maturity?"

WHEREAS, the City Council has not previously issued bonds pursuant to the November 6, 2018 election (the "Election"); and

WHEREAS, the City Council deems it to be in the best interest of the City to issue bonds from the authorization approved at the Election, as more further described in the Pricing Certificate (as defined herein); and

WHEREAS, the City Council hereby reserves and retains the right to issue the balance of unissued authorization approved at said Election in one or more installments when, in the judgment of the City Council, funds are needed to accomplish the purposes for which such bonds were voted; and

AND WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

Section 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in Exhibit "A" to this Ordinance have the meanings assigned to them in Exhibit "A".

Section 3. AMOUNT AND PURPOSE OF THE BONDS. The Bond or Bonds of the City are hereby authorized to be issued pursuant to the November 6, 2018 election and Chapter 1331, Texas Government Code, as amended and delivered in the maximum aggregate principal amount not to exceed \$25,000,000 (the "Bonds"), for the purposes set forth in the Proposition A, Proposition B and Proposition C authorizations set forth above including related costs of issuance, all as further set out in the Pricing Certificate.

Section 4. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) Terms of Bonds. There shall be issued, sold and delivered under this Ordinance fully registered bonds, without interest coupons, in one or more series, numbered consecutively from R-1 upward (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1) payable to the initial registered owner(s), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner" or the "Owner"), in the denomination of \$5,000 or any integral multiple thereof (each an "Authorized Denomination"), maturing not later than forty years from their date, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to Subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance. The Bonds shall be designated by the year in which they are awarded. The authority of the Pricing Officer to execute a Pricing Certificate shall expire at 5:00 p.m. C.T. on July 17, 2019. Bonds priced on or before July 17, 2019 may be delivered to the initial purchaser after such date.

(b) Selling and Delivering the Bonds. As authorized by Chapter 1371, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering one or more series of the Bonds and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which a series of the Bonds shall be known, the price at which each series of the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, obtaining a rating on the Bonds, procuring municipal bond insurance, if any, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for each series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus

accrued interest thereon from its date to its delivery and (ii) none of the Bonds of a series shall bear interest at a rate greater than the maximum authorized by law. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 3 thereof, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) Determinations of Pricing Officer. To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that a series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that a series of the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The Pricing Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the Pricing Officer pursuant to subsection (b) above. Each Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of debt with such changes as are acceptable to the Pricing Officer.

The Pricing Officer is expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale and delivery of each series of Bonds and fixing all details in connection therewith, including to approve an official statement, or supplements thereto, in connection with each series of Bonds .

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City hereby determines that the delegation of the authority to the Pricing Officer to approve the method of sale and final terms and conditions of each series of the Bonds as set forth in this Ordinance and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated in each

Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City and the Pricing Officer is hereby authorized to make and include in each Pricing Certificate an appropriate finding to that effect.

Section 5. INTEREST. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum as set forth in the Pricing Certificate. Interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance and the Pricing Certificate.

Section 6. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer and Exchange; Authentication. The Pricing Officer shall designate the Paying Agent/Registrar ("Paying Agent/Registrar") for each series of the Bonds in the Pricing Certificate. The Paying Agent/ Registrar shall keep the books or records for the registration of the transfer and exchange of the Bonds (the "Registration Books"), and the Paying Agent/Registrar shall serve as the City's registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BONDS set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or Outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of

said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Bonds and Interest. The Paying Agent/Registrar shall further act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance and with such changes and additions as required to be consistent with the provisions contained in the Pricing Certificate relating to the Bonds. The Bonds initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are Outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or Interest Payment Date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise

cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Bonds initially issued as provided in Section 6(a) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bonds, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to the

Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Representation of the City to DTC.

(h) Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond for each maturity in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the senior manager as set forth in the Pricing Certificate. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters. Immediately after the delivery of the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(a), all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

Section 7. FORM OF BOND. The form of the Bond, including the FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance and the Pricing Certificate.

FORM OF BOND

R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF HUTTO, TEXAS GENERAL OBLIGATION BOND, SERIES 20__ *	PRINCIPAL AMOUNT \$ _____
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INTEREST RATE	MATURITY DATE	DATE OF BONDS	DATE OF DELIVERY	CUSIP NO.
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REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

ON THE MATURITY DATE specified above, the City of Hutto, Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____, the initial date of delivery of the Bonds, on _____, and semiannually on each _____ and _____* thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at _____*, which is the "Paying Agent/Registrar" for this Bond at their office in _____* (the "Designated Payment/Transfer

*As determined in the Pricing Certificate.

Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the _____* day of the month preceding such interest payment date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the City and the securities depository.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close;

and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated _____, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$ _____* (the "Bonds"), **COMPRISED OF [(I) \$ _____* FOR THE PURPOSES SET FORTH IN THE PROPOSITION A AUTHORIZATION INCLUDING RELATED COSTS OF ISSUANCE;] * [(II) \$ _____* FOR THE PURPOSES SET FORTH IN THE PROPOSITION B AUTHORIZATION INCLUDING THE RELATED COSTS OF ISSUANCE] * AND [(III) \$ _____* FOR THE PURPOSES SET FORTH IN THE PROPOSITION C AUTHORIZATION INCLUDING THE RELATED COSTS OF ISSUANCE.] ***

[Redemption provisions as provided in the Pricing Certificate.*]

NO LESS THAN 30 days prior to the date fixed for any such redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

*As determined in the Pricing Certificate.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City Secretary, City of Hutto, Texas
(SEAL)

Mayor, City of Hutto, Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

BOKF, N.A.

Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Bond in every particular, without alteration or
enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Section, except that:

- A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted with all blanks to be completed with information contained in the Pricing Certificate.

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Hutto, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
-------------	---------------	-------------	-------------	---------------	-------------

(Information from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____*, the initial date of delivery of the Bonds, at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is

*As determined in the Pricing Certificate.

required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 8. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 9. ESTABLISHMENT OF PROJECT FUND. (a) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 3 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 13 hereof in order to prevent the Tax-Exempt Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) Project Fund. The Project Fund, and any subaccount necessary within such Project Fund to complete the purpose for which the Bonds are issued as set forth in Section 3 hereof, is hereby created and shall be established and maintained by the City at an official depository bank of the City. Proceeds from the sale of the Bonds remaining after the deposit of accrued interest, if any, in the

Interest and Sinking Fund shall be deposited in the Project Fund and shall be used to accomplish the purpose of such proposition.

(c) Investment of Funds. The City hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Ordinance may be invested as permitted by the Public Funds Investment Act, as amended ("Permitted Investments"), and the City's investment policy.

(d) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

(e) Maintenance of Funds. Any funds created pursuant to this Ordinance may be created as separate funds or accounts or as subaccounts of the City's General Fund held by the City's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the City shall keep full and complete records indicating the monies and investments credited to each such fund.

Section 10. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or a commercial bank

or trust company as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the Registered Owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Ordinance authorizing its issuance, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

Section 11. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a Replacement Bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their

satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any Replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every Replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 12 of this Ordinance shall constitute authority for the issuance of any such Replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 6(a) of this Ordinance for Bonds issued in exchange for other Bonds.

Section 12. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINIONS; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinions of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

Section 13. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt

Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Assistant City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings of Tax-Exempt Bonds to be

used for the purposes described in Section 3 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) **Disposition of Project.** The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 14. BOND PROCEEDS ALLOCATION. The proceeds of the Bonds, including the par amount of the Bonds and any net premium derived from the sale of the Bonds, shall be allocated as set forth in the Pricing Certificate.

Section 15. DEFAULT AND REMEDIES. (a) **Events of Default.** Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(c) Remedies not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued set forth in Section 1 and 3 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 13 hereof in order to prevent the Tax-Exempt Bonds from being

arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 17. APPROVAL OF THE FORM OF PAYING AGENT/REGISTRAR AGREEMENT, LETTER OF REPRESENTATIONS AND OFFICIAL STATEMENT. The Paying Agent/Registrar Agreement is hereby approved in substantially the form previously used by the City on other financings. The Pricing Officer is hereby authorized to amend, complete or modify the Paying Agent/Registrar Agreement as necessary and is further authorized to execute such agreement.

The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

The City hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

Section 18. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds by a Rating Agency, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds,

nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 19. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports.

The City shall provide annually to the MSRB, (1) within six months after the end of each Fiscal Year of the City ending in or after 2019, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 19 of this Ordinance as set forth in the Pricing Certificate by the Pricing Officer, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such Fiscal Year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable Fiscal Year, when and if the audit report on such statements becomes available.

If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–

TEB) or other material notices or determinations with respect to the tax status of the Tax-Exempt Bonds, or other material events affecting the tax status of the Tax-Exempt Bonds;

G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws, and tender offers;

H. Bond calls, if material within the meaning of the federal securities laws;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the City; (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All

documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 10 that causes the Bonds no longer to be Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any

other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 20. BOND INSURANCE PROVISIONS. In connection with the sale of any series of Bonds, the City may obtain municipal bond insurance policies from one or more recognized municipal bond insurance organizations (the “Bond Insurer” or “Bond Insurers”) to guarantee the full and complete payment required to be made by or on behalf of the City on the Bonds as determined by the Pricing Officer. The Pricing Officer is hereby authorized to designate the Bond Insurer and to sign a commitment letter or insurance agreement with the Bond Insurer or Bond Insurers and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds to the initial purchaser out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as the Pricing Officer may deem appropriate. Printing on the Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Ordinance.

Section 21. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 22. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, any insurance commitment letter or Insurance Policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 23. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the pledged revenues to secure the payment of the Bonds.

Section 24. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 25. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the

City and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the Registered Owners of the Bonds.

Section 26. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 27. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 28. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 29. EFFECTIVE DATE. This Ordinance shall become effective immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 30. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of ad valorem taxes granted by the City under this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of ad valorem taxes granted by the City under this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 31. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Pricing Officer is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

READ and APPROVED on first reading this the 17th day of January, 2019.

READ, APPROVED and ADOPTED on second reading this the 7th day of February, 2019.

THE CITY OF HUTTO, TEXAS

By: Mayor
City of Hutto, Texas

ATTEST:

City Secretary
City of Hutto, Texas

APPROVED AS TO FORM:

City Attorney
City of Hutto, Texas

Signature Page

EXHIBIT "A"

DEFINITIONS

As used in this Ordinance, the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Assistant City Manager(s)*" means the assistant city manager(s) of the City or any individual appointed to serve in such capacity for the City.

"*Authorized Denomination*" means the denomination of \$5,000 or any integral multiple thereof with respect to the Bonds.

"*Bond Insurer*" or "*Insurer*" means the provider of a municipal bond insurance policy for the Bonds as determined by the Pricing Officer in the Pricing Certificate or any other entity that insures or guarantees the payment of principal and interest on any Bonds.

"*Book-Entry-Only System*" means the book-entry system of bond registration provided in Section 6, or any successor system of book-entry registration.

"*Cede & Co.*" means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"*City*" means the City of Hutto, Texas, and where appropriate, the City Council.

"*City Council*" means the governing body of the City.

"*City Manager*" means the city manager of the City or any individual appointed to serve in such capacity for the City.

"*Defeasance Securities*" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"DTC" means The Depository Trust Company, New York, New York and its successors and assigns.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 4 of this Ordinance.

"Insurance Policy" means an insurance policy issued by any Insurer guaranteeing the scheduled principal of and interest on the Bonds when due.

"Interest and Sinking Fund" means the special fund maintained by the provisions of Section 8 of this Ordinance.

"Interest Payment Date" means a date on which interest on the Bonds is due and payable.

"MSRB" means the Municipal Securities Rulemaking Board.

"Ordinance" means this ordinance finally adopted by the City Council on the date of the City Council's second reading of this Ordinance.

"Outstanding", when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore delivered under this Ordinance, except:

- (1) Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;
- (2) Bonds deemed paid pursuant to the provisions of Section 10 of this Ordinance;
- (3) Bonds upon transfer of or in exchange for and in lieu of which other Bonds have been authenticated and delivered pursuant to this Ordinance; or
- (4) Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended or other applicable law.

"*Pricing Certificate*" means the Pricing Certificate of the City's Pricing Officer to be executed and delivered pursuant to Section 4 hereof in connection with the issuance of one or more series of Bonds.

"*Pricing Officer*" means the City Manager of the City, acting as the designated pricing officer of the City to execute the Pricing Certificate but in his absence, the Assistant City Manager may act as the designated pricing officer of the City to execute the Pricing Certificate.

"*Purchase Agreement*" means the Purchase Agreement between the City and Mesirow Financial, Inc., as representative, acting on behalf of itself and the other underwriters named therein.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Bonds.

"*Record Date*" means Record Date as defined in the Pricing Certificate.

"*Register*" or "*Registration Books*" means the registry system maintained on behalf of the City by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"*Registered Owners*" means any person or entity in whose name a Bond is registered in the Security Register, for any Bond.

"*Replacement Bonds*" means the Bonds authorized by the City to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bond as provided in Section 11 of this Ordinance.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Series*" means a separate series of Bonds as specified by or pursuant to the terms of this Ordinance.

"*Taxable Bonds*" means any Bonds designated by the Pricing Officer in the Pricing Certificate as a Taxable Bond, the interest on which is not excludable from the gross income of the owner thereof for federal income tax purposes.

"*Tax-Exempt Bonds*" means any Bonds designated by the Pricing Officer in the Pricing Certificate as a Tax-Exempt Bond, the interest on which is excludable from the gross income of the owner thereof for federal income tax purposes.

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 19 of this Ordinance.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the current notes to the financial statements used in the Official Statement.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10A. **AGENDA DATE:** February 07, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration and possible action on a resolution ordering a special election for May 4, 2019, to fill the vacancy of City Council, Place 4. (Lisa Brown)

Consideración y posible acción sobre una resolución ordenando una elección especial para el 4 de mayo de 2019, para llenar el puesto vacante del Concejo Municipal, Lugar 4.

STRATEGIC GUIDE POLICY: Leadership

ITEM BACKGROUND:

Tim Jordan submitted his resignation on January 14, 2019, which created a vacancy in the City Council, Place 4 seat. Per our Charter and Per State Law, because there is more than one year left in that term we are required to hold an election within 120 days to fill the vacancy.

Because the Special Election will be held in conjunction with the General Election there will be no additional costs. Below are several key dates for this election.

- January 16, 2019 - February 15, 2019 Filing Period
- February 19, 2019 - Last day for write-in candidate
- March 4, 2019 - Last day to file an application to appear on the ballot for the Special Election
- April 22, 2019 - April 30, 2019 - Early Voting Period
- May 4, 2019 - Election Day

Early Voting and Election Day Polling Place will be the City Hall Council Chambers, 500 W. Live Oak St. The exact early voting times are still being determined.

BUDGETARY AND FINANCIAL SUMMARY:

The cost for the election is budgeted. The cost estimate is election is \$10,000 - \$15,000.00 Final costs will not be confirmed until after the election.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

The City Attorney has reviewed and approved the resolution.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

SUPPORTING MATERIAL:

1. [Resolution - Spanish](#)
2. [Resolution](#)

RESOLUCIÓN NRO.

UNA RESOLUCIÓN DE LA CIUDAD DE HUTTO, TEXAS, PARA CONVOCAR UNA ELECCIÓN ESPECIAL PARA EL 4 DE MAYO DE 2019, CON EL PROPÓSITO CUBRIR UNA VACANTE PARA CONCEJAL LUGAR CUATRO; 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

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CONDADO DE WILLIAMSON

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MEDIANTE LA PRESENTE SE

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INFORMA A TODOS:

CIUDAD DE HUTTO

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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 Cuatro; 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 4 de mayo de 2019, con el fin de elegir un Concejal Lugar Seis; y

EN VISTA DE QUE el Consejo Municipal ha determinado que el sábado 4 de mayo de 2019 es la fecha adecuada para celebrar la elección para elegir un Concejal Lugar Cuatro, 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 Cuatro 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 4 de mayo de 2019, 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 alternativo 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 abril de 2019.

Fechas para votación anticipada. La votación anticipada comenzará el 22 de abril de 2019, y seguirá hasta el 30 de abril de 2019, 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 período en que la votación anticipada es requerida o permitida por ley, siendo éste desde el 22 de abril de 2019 hasta el 30 de abril de 2019, 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. PERIODO 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 lunes 4 de marzo de 2019 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 períodos 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 llevará a cabo una tabulación no oficial de los resultados al cierre de las casillas electorales el 4 de mayo de 2019. El Consejo Municipal realizará 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 inválida a personas o circunstancias distintas de aquellas que para las que se determine inválida 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 Públicas, Capítulo 551 del Código de Gobierno de Texas (y sus enmiendas) y según lo requerido por la misma.

RESUELTO este día 7 de febrero de 2019.

CIUDAD DE HUTTO, TEXAS

Doug Gaul, Alcalde

ATESTIGUA:

Lisa L. Brown, Secretaria de la Ciudad

ORDEN DE ELECCIÓN ESPECIAL CIUDAD DE HUTTO, TEXAS

Por la presente se ordena que se celebre una Elección Especial el 4 de mayo de 2019 con el fin de elegir un Concejal Lugar 4 para cubrir la vacante producida por la renuncia de la anterior Concejal Lugar 4, Tim Jordan.

Las solicitudes de un lugar en la boleta de votación serán aceptadas a partir del 8 de febrero de 2019 y deben ser recibidas antes de las 5:00 p.m. del 4 de marzo de 2019.

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 abril de 2019.

Emitido este día 7 de febrero de 2019.

Doug Gaul, Alcalde
Ciudad de Hutto, Texas

ANEXO “A”

LUGARES DE VOTACIÓN DEL DÍA DE ELECCIÓN

ANEXO “B”

PROGRAMA DE VOTACIÓN ANTICIPADA

RESOLUTION NO. R

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, CALLING A SPECIAL ELECTION FOR MAY 4, 2019, FOR THE PURPOSE OF FILLING A VACANCY FOR COUNCILMEMBER PLACE FOUR; 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

§

COUNTY OF WILLIAMSON

§

KNOW ALL BY THESE PRESENTS:

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CITY OF HUTTO

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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 Four; 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, May 4, 2019, for the purpose of electing Councilmember Place Six; and

WHEREAS, the City Council has determined that Saturday, May 4, 2019, is the appropriate date for holding the election to elect Councilmember Place Four, 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 Four 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, May 4, 2019, 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, April 23, 2019.

Dates for Early Voting. Early voting shall commence on April 22, 2019, and continue through April 30, 2019, 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 April 22, 2019, through April 30, 2019, 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., Monday, March 4, 2019.

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 May 4, 2019. 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 7th day of February 2019.

CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

**ORDER OF SPECIAL ELECTION
CITY OF HUTTO, TEXAS**

A Special Election is hereby ordered to be held on May 4, 2019 for the purpose of electing Councilmember Place 4 to fill the vacancy due to the resignation of former Councilmember Place 4, Tim Jordan.

Applications for a place on the ballot will be accepted beginning February 8, 2019, and must be received no later than 5:00 p.m. on March 4, 2019.

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, April 23, 2019.

Issued this the 7th day of February 2019.

Doug Gaul, Mayor
City of Hutto, Texas

EXHIBIT “A”

ELECTION DAY POLLING PLACES

EXHIBIT “B”

EARLY VOTING SCHEDULE

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10B. **AGENDA DATE:** February 07, 2019

PRESENTED BY: Scot Stromsness and Matt Rector

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to execute an agreement with Burditt Consultants LLC for professional services related to the Proposition C Bond park projects. (Scot Stromsness and Matt Rector)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

In November 2018 the citizens of Hutto overwhelmingly approved the three Propositions put before them in the bond election. One of those propositions was Proposition C pertaining to parks and recreation. Staff has selected Burditt Consultants LLC to execute the projects associated with that proposition. This is a master services agreement that will have subsequent task orders awarded based on specific projects that have been determined through recommendations from the Parks Advisory Board, Parks Committee, and City Council.

BUDGETARY AND FINANCIAL SUMMARY:

This agreement is not to exceed \$6,000,000.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The projects to be included as future task orders will be in line with the projects outlined by the Parks Committee, Parks and Recreation Advisory Board, and City Council.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends the award of the agreement.

SUPPORTING MATERIAL:

1. [Resolution](#)

RESOLUTION NO. R

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BURDITT CONSULTANTS LLC FOR PROFESSIONAL SERVICES RELATED TO PROJECTS RELATED TO PROPOSITION C.

WHEREAS, the Citizens of Hutto approved Proposition C, and;

WHEREAS, the City desires to begin executing the professional services on certain projects, and;

WHEREAS, the city continues to experience rapid growth, and;

WHEREAS, time is of the essence to begin moving toward the ability to award construction contracts for these projects requiring professional services be diligently executed. Now therefore,

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

The City Council hereby authorizes the City Manager to enter into a contract not to exceed \$6,000,000.00 with Burditt Consultants LLC to provide professional services for the projects associated and included in Proposition C.

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the 7th day of February 2019.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 11A. **AGENDA DATE:** February 07, 2019

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations and CAPCOG. (Lisa Brown)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

On July 7, 2018, the City Council approved Ordinance 0-18-07-05-8B that changed the terms of service of the boards, commissions and corporation members to be realigned to match those of the council places and terms. Beginning July 1, 2018 new terms will expire on June 30, of the corresponding Council Member term. Transition to new terms for current board and commission members can be reappointed to the new terms based on the new expiration terms, or new appointments can be recommended during a council meeting in July. All current board and commission members have been assigned Place numbers to coincide with existing council members. On June 20, 2018, the Council re-appointed all seated board members to terms aligned with the corresponding member term.

There are several seats on the boards and commissions that were created as a result of the ordinance in July that need to be filled. Additionally, there are some board and commission members who have been reappointed that do not wish to continue past the expiration of their original term and intend to resign their position at that time.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. [Spreadsheet](#)

Boards and Commissions Master Transition

Council Member Place 1	Scott Rose	May-20
Council Member Place 2	Tom Hines	May-21
Council Member Place 3	Nate Killough	May-19
Council Member Place 4	Tim Jordan	May-20
Council Member Place 5	Patti Turner	May-21
Council Member Place 6	Terri Grimm	May-19
Mayor (Place 7)	Doug Gaul	May-19

* Newly Appointed
 * Re-appointed
 * Vacant
 ** Plans to resign Dec 2018

*All Boards and Commissions terms Realigned for appointment in June
 Terms Run 7/1 to 6/30 unless otherwise indicated*

Last update: **1/8/2019**

Planning & Zoning Commission								
Meets: 1st Tuesday @ 7:00pm of each month in the City Council Chamber								
2 yr Terms Per Charter								
Liaison - Ashley Lumpkin								
Approved					Term	Term	Phone	Email Address
20-Sep	Place 1	Davey	Robinson	Vice-Chair	Dec-19	June-20	512-635-0169	davey.robinson@austin.rr.com
6-Dec	Place 2	Randal	Clark	Commissioner	Dec-18	June-20	512-876-3277	texas30@gmail.com
20-Sep	Place 3	Jessica	Romigh	Chair	Dec-19	June-19	512-906-9453	jessicaromigh@gmail.com
20-Sep	Place 4	Michael	Orman	Commissioner	Dec-18	June-20	512-636-8521	MikeOrmanPBC@orman.us
2-Aug	Place 5	Richard	Hudson	Commissioner	Dec-18	June-20	562-841-2145	sfcudson@gmail.com
20-Sep	Place 6	Tony	Wertz	Commissioner	Dec-19	June-19	512-785-3242	awertz1952@yahoo.com
2-Aug	Place 7	Lori	Ortiz	Commissioner	Dec-18	June-19	512-203-6813	lori.ortiz@austin.rr.com
Parks Advisory Board								
Meets: 2nd Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Shane Mize								
Approved					Term	Term		
20-Sep	Place 1	Katie	Weiss	Member	Dec-18	June-20	512-619-7099	katieweiss95@gmail.com
20-Sep	Place 2	Michael	Orman	Member	Dec-20	June-21	512-636-8521	MikeOrmanPBC@orman.us
20-Sep	Place 3	Dana	Lively	Member	Dec-20	June-19	713-824-7337	danaklively@gmail.com
jan 3 2019	Place 4	Julia	Cooper	Member	Dec-19	June-20	512-636-4602	juliakcooper@gmail.com
20-Sep	Place 5	Kelly	Gaydos	Chair	Dec-20	June-21	512-658-4033	kelly_gaydos@yahoo.com
6-Sep	Place 6	Rose	McMillin	Member	Dec-20	June-19	512-656-8486	rosemcmillin@yahoo.com
2-Aug	Place 7	Perry	Savard	Vice Chair	Dec-19	June-19	512-560-1133	pmsstreetglide@gmail.com
Library Advisory Board								
Meets: Quarterly @ 6:00pm of each month in the City Council Chamber								
Liaison - Eliska Padilla								
Approved					Term	Term		
20-Sep	Place 1	David	Westbrook	Member	Dec-20	June-20	602-300-0735	dianboase@gmail.com
20-Sep	Place 2	Dwight	Baker	Chair	Dec-20	June-21	714-585-3713	baker1640@sbcglobal.net
20-Sep	Place 3	Tara	Chappell	Vice Chair	Dec-20	June-19	512-914-2011	tchappell08@gmail.com
20-Sep	Place 4	Kathi	Shilling	Member	Dec-20	June-20	214-676-4565	kshilling873@gmail.com
	Place 5	Vacant		Member	Dec-18	June-21		
6-Sep	Place 6	Patricia	Elsasser	Member	Dec-20	June-19	512-317-0306	elsasserpatricia@yahoo.com
1-Nov	Place 7	Lori	Ortiz	Member		June-19	512-203-6813	lori.ortiz@austin.rr.com
Zoning Board of Adjustments								
Meets: 4th Wednesday @ 7:00pm of each month in the City Council Chamber								
Liaison - Ashby Grundman								
Approved					Term	Term		
17-Jan	Place 1	Bryan	Dempsey	Member	Dec-18	June-20		
20-Sep	Place 2	Thomas	McGowan	Member	Dec-20	June-21	512-516-3968	tmmcgowan@yahoo.com
20-Sep	Place 3	Randal	Clark	Member	Dec-20	June-19	512-876-3277	texas30@gmail.com
	Place 4	Vacant		Member	Dec-20	June-20		
	Place 5	Vacant		Member		June-21		
6-Sep	Place 6	Maureen	Rooker	Member	Dec-19	June-19	512-789-2210	MaureenRooker@remax.net
2-Aug	Place 7	Dana	Lively	Member	Dec-20	June-19	713-824-7337	danaklively@gmail.com

Historic Preservation Commission								
Meets: 4th Tuesday @ 6:00pm of each month in the City Council Chamber								
Liaison - John Bynum								
Approved					Term	Term		
	Place 1	Vacant		Commissioner	Dec-18	June-20		
2-Aug	Place 2	Mary	Belton	Commissioner	Dec-18	June-21	951-218-3235	meb2745@gmail.com
20-Sep	Place 3	Curtis	Orton	Commissioner	Dec-18	June-19	512-689-8759	curtisorton3@gmail.com
20-Sep	Place 4	Robert	Lykins	Commissioner	Dec-19	June-20	512-788-3978	rlykins4066@yahoo.com
	Place 5	Vacant		Commissioner	Dec-19	June-21		
19-Jul	Place 6	Travis	Allen	Commissioner		June-19	512-740-4831	travallenman@yahoo.com
	Place 7	Vacant		Commissioner		June-19		
Building and Standards Commission								
Meets: As Needed in the City Council Chamber								
Liaison - Bryan Surgi								
Approved					Term	Term		
jan 3 2019	Place 1	Troy	Manella	Commissioner	Dec-19	June-20	512-785-3561	troy737@gmail.com
20-Sep	Place 2	Olinda	Ramirez	Commissioner	Dec-19	June-21	972-974-7712	olinda.ramirez1982@gmail.com
2-Aug	Place 3	Kendrick	Whittington	Commissioner		June-19	512-426-9688	kendrick@nexlegacyconstruction.com
20-Sep	Place 4	Vacant			Dec-18	June-20		
20-Sep	Place 5	Tom	Brown	Commissioner	Dec-18	June-21	256-473-3128	tjandsjbrown@att.net
16-Aug	Place 6	Maureen	Rooker	Commissioner	Dec-18	June-19	512-789-2210	MaureenRooker@remax.net
20-Sep	Place 7	Richard	Hudson	Commissioner	Dec-19	June-19	552-841-2145	sfchudson@gmail.com
Ethics Review Commission								
Meets: As Needed in the City Council Chamber (at least once a year)								
Liaison - Lisa Brown								
Approved					Term	Term		
20-Sep	Place 1	Craig	Cargill	Member	Dec-19	June-20	512-638-3214	craig.cargill@gmail.com
20-Sep	Place 2	Lori	Brown-Duncan	Member	Dec-19	June-21	512-426-9380	loribd216@aol.com
20-Sep	Place 3	Larry	Straughn	Vice Chair	Dec-19	June-19	512-876-1590	olin.straughn@huttoisd.net
20-Sep	Place 4	Russell	Daniel	Chair	Dec-19	June-20	512-626-7873	russelldaniel7@gmail.com
20-Sep	Place 5	Dana	Lively	Member	Dec-19	June-21	713-824-7337	danaklively@gmail.com
2-Aug	Place 6	April	Willis	Member		June-19	817-996-8197	aprilacm@gmail.com
	Place 7	Vacant		Member		June-19		
Economic Development Corporation								
Meets: 1st Monday @ 6:30pm of each month in the City Council Chamber								
Liaison - Jessica Bullock								
Approved					Current Term	Proposed Term		
20-Sep	Place 1	Nelson	Nagle	Treasurer	Oct-19	June-20	512-426-2025	nelson.nagle@huttotx.gov
13-Dec	Place 2	Doug	Gaul	Member	Oct-19	June-21	512-413-4370	doug.gaul@huttotx.gov
20-Sep	Place 3	Dan	Thornton	Secretary	Oct-19	June-19	512-529-4213	dan.thornton@huttotx.gov
13-Dec	Place 4	Scott	Rose	Member	Oct-19	June-20	254-206-0889	scott.rose@huttotx.gov
20-Sep	Place 5	Vacant		Member	Oct-19	June-21		
20-Sep	Place 6	Greg	Braun	Vice-Chair	Oct-19	June-19	512-299-0188	greg.braun@huttotx.gov
19-Jul	Place 7	Steve	Harris	Chair	Oct-19	June-19	254-498-2224	Steven.Harris@huttotx.gov