



**CITY OF HUTTO, TEXAS
REGULAR CITY COUNCIL MEETING
THURSDAY, DECEMBER 6, 2018 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
Tim Jordan, 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. **CITY COUNCIL COMMENTS**

5A. General Comments from City Council

6. **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.

6A. Remarks from visitors. *(Three-minute time limit)*

7. **CITY MANAGER COMMENTS:**

7A. Presentation of Certificate of Appreciation to the Economic Development Department for their dedication and commitment to serving the small businesses of Hutto during the Shop Small Saturday on November 24, 2018. (Helen Ramirez)

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 November 15, 2018 Regular City Council Meeting and the November 20, 2018 Special Called City Council Meeting. (Lisa Brown)
- 8B. Consideration and possible action on a resolution approving the proposed Brooklands Section Three Final Plat, 38.6976 acres, more or less, of land, 156 residential lots, located on CR 137. (Ashley Lumpkin)
- 8C. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Century Link for internet service to new City Hall. (Eliska Padilla)
- 8D. Consideration and possible action on a resolution authorizing the City Manager to execute a contract with Hylavinka Construction Company for the construction of the Public Works Pole Barn. (Matt Rector)
- 8E. Consideration and possible action on a resolution authorizing the City Manager to spend additional funds on the Facade Improvement Grant Program. (Ashley Lumpkin)

REGULAR AGENDA ITEMS

9. **ORDINANCES:**

- 9A. Consideration of and possible action on the second reading of an ordinance of the City Council of the City of Hutto, Texas accepting and approving a service and assessment plan and assessment roll for Hutto Co-Op Public Improvement District; making a finding of special benefit to the property in the master improvement area of 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 an effective date. (City Attorney)

- 9B. Consideration of and possible action on the second reading of an ordinance relating to development of the Co-Op District in the City of Hutto, Texas including dedicating a portion of ad valorem taxes collected on property located within Reinvestment Zone No. 1, City of Hutto, Texas; approving a loan agreement in connection with financing of projects within the Reinvestment Zone No. 1; authorizing the City Manager to enter into a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; approving the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the corporation to the Reinvestment Zone No. 1; approving a financing plan for the tax increment Reinvestment Zone No. 1 for the Co-Op District; and authorizing the City Manager to enter into certain agreements relating to the Reinvestment Zone No. 1 and to approve amendments to those agreements. (City Attorney)

10. **RESOLUTIONS:**

- 10A. Consideration and possible action on a resolution regarding River Creek Development Corporation interlocal agreement, construction contract, consent letter with the Public Finance Authority and loan agreement. (City Attorney)
- 10B. A resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Hutto and Hutto Independent School District for the operation of the public, educational, and governmental "PEG" access channel pursuant to Chapter 66 of the Texas Utilities Code. (Eliska Padilla)

11. **WORK SESSION:**

A work session is conducted for information or educational purposes. No action is taken by the Council on items listed.

- 11A. Work session with the Economic Development Corporation Type B Board.

12. **OTHER BUSINESS:**

- 12A. Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations. (Lisa Brown)

13. **EXECUTIVE SESSION:**

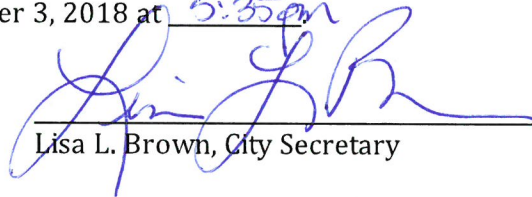
The City Council for the City of Hutto reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by the Texas Government Code Sections 551.071 [Litigation/Consultation with Attorney], 551.072 [Deliberations 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].

- 13A. Executive Session, as authorized by Texas Government Code, Section 551.087, Economic Development negotiations related to Project Expansion, Project Redevelopment and The Landing.

- 13B. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney and potential litigation, regarding Project Music Play and Management Agreement.
- 13C. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding Economic Development Corporation Type B Bylaws and overall structure.
- 13D. Executive Session, as authorized by Texas Government Code Section 551.071, Consultation with Attorney, regarding an economic development proposal with the Chamber of Commerce.
14. **ACTION RELATIVE TO EXECUTIVE SESSION:**
- 14A. Consideration and possible action regarding Economic Development Corporation and overall structure.
15. **ADJOURNMENT**

CERTIFICATION

I certify that this notice of the December 6, 2018 Hutto City Council meeting was posted on the City Hall bulletin board of the City of Hutto on December 3, 2018 at 5:35pm



Lisa L. Brown, City Secretary

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:** December 06, 2018

PRESENTED BY: Helen Ramirez, AICP, Assistant City Manager

ITEM: Presentation of Certificate of Appreciation to the Economic Development Department for their dedication and commitment to serving the small businesses of Hutto during the Shop Small Saturday on November 24, 2018. (Helen Ramirez)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Economic Development Department participated in National Small Business Saturday, founded in 2010 by American Express, by planning and organizing Shop Small Saturday, promoting the pop-up businesses and more than 30 participating small businesses in Hutto to showcase the unique charm that is Hutto and support the local economy.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Not applicable.

SUPPORTING MATERIAL:

1. [Certificate](#)

CERTIFICATE OF APPRECIATION

THIS IS TO CERTIFY THAT THE
ECONOMIC DEVELOPMENT DEPARTMENT

is recognized for their dedication and commitment
to serving the small businesses of Hutto, Texas

during Shop Small Saturday on Nov. 24, 2018.

Odis Jones, CEO/City Manager



CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8A. **AGENDA DATE:** December 06, 2018

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration and possible action approving the minutes of the November 15, 2018 Regular City Council Meeting and the November 20, 2018 Special Called City Council Meeting. (Lisa Brown)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

Meeting minutes have been prepared and are presented for Council approval for the November 15, 2018 City Council Meeting and November 20, 2018 Special Called City Council Meeting.

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. [November 20, 2018 - Minutes](#)
2. [November 15, 2018 Minutes](#)



**CITY COUNCIL
SPECIAL CALLED
MEETING MINUTES
NOVEMBER 20, 2018**

The Hutto City Council met in a special called session on Tuesday, November 20, 2018, 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 Nathan Killough, Councilmember Tim Jordan, Councilmember Patti Turner. Councilmember Terri Grimm was absent.

Members of staff that were present were Odis Jones, City Manager; Helen Ramirez, Assistant City Manager; Edena Atmore, Assistant City Manager; Byron Frankland, Chief of Police; Eliska Padilla, Executive Director of Communications; Shane Mize, Director of Parks and Recreation; and Lisa Brown, City Secretary.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no public comments.

RESOLUTIONS

- 5A. Consideration and possible action on a resolution canvassing the returns and declaring the results of the November 6, 2018 Special Election official.

Lisa Brown, City Secretary, provided the returns for the Special Election.

PROPOSITION A

THE ISSUANCE OF \$70,000,000 TAX BONDS FOR STREET IMPROVEMENTS AT FM 1660 NORTH AND LIMMER LOOP, FM 1660 AT U.S. 79, FM 1660 SOUTH AND FRONT STREET, OTHER STREETS, DRAINAGE AND RELATED COSTS IN CONNECTION WITH SUCH STREET IMPROVEMENTS.

	<u>Early Votes</u>	<u>Election Day</u>	<u>Total</u>	
FOR:	3,536	1,112	4,648	70.69%
AGAINST:	1,425	502	1,927	29.31%

PROPOSITION B

THE ISSUANCE OF \$5,000,000 TAX BONDS FOR PUBLIC SAFETY AND COMMUNICATION FACILITIES.

	<u>Early Votes</u>	<u>Election Day</u>	<u>Total</u>	
FOR:	3,457	1,114	4,571	70.00%
AGAINST:	1,473	486	1,959	30.00%

PROPOSITION C

THE ISSUANCE OF \$50,000,000 TAX BONDS FOR PARKS AND RECREATIONAL FACILITIES AND OTHER IMPROVEMENTS AT OR INTEGRATED INTO PARKS AND RECREATIONAL FACILITIES.

	<u>Early Votes</u>	<u>Election Day</u>	<u>Total</u>	
FOR:	3,309	1,068	4,107	62.63%
AGAINST:	1,909	542	2,451	37.37%

Motion: Mayor Pro-tem Hines made a motion to accept the election returns. Councilmember Killough seconded the motion.

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

Councilmember Patti Turner
Absent Councilmember Terri Grimm

Action: The motion passed 6 ayes, and 0 nays

WORK SESSION

6A. Work session to discuss potential bond projects.

Mayor Pro-tem Tom Hines opened the discussion by asking how does the City plan to move forward with regard to Proposition C. If the City was going to develop the sports complex itself or is it going to partner with a developer and make it a money making venture?

Tim Jordan remarked if we have a developer come in to build and run the project the City could step in with bond money to help with the development.

Tom Hines – a portion of the bond money could go to a developer for a sports complex and the remainder of the bond money would be earmarked for improvements at the other parks. He believes the Council needs to be upfront and clear on the direction it wants to go with regard to Proposition C.

Patti Turner stated that if we partner with a developer there wouldn't be a need to put all the bond money towards a sports complex.

Mayor Doug Gaul remarked that the Council and Staff needs to study what does Hutto need in the way of fields for soccer, baseball, football, etc.

Nate Killough stated there needs to be a survey done of what we can put on the proposed property and the drainage issue needs to be dealt with as part of the project.

Odis Jones, City Manager stated that FEMA has adjusted the flood plain map in that area. He also stated that the City Staff can prepare a scope of work and get a couple of bids from engineering firms.

Tim Jordan remarked if the City does a development agreement with a developer we can defray some of the cost of a drainage project.

Odis Jones – Meritage Homes is a good example of the developer shouldering the cost for the infrastructure.

Scott Rose is in favor of using a developer, mainly because it helps out in the long-term. He does want to be sure that a portion of the bond money is used for improvements in all of the City's parks. Ballfields are a big part of it but not every kid is into sports.

Mayor Gaul wanted to know how the City will get input from all the citizens who voted in favor of the bond.

Helen Ramirez, Assistant City Manager, informed the Council that Staff already has a list of individuals and alternates for the committee to present to the Council at the next meeting. She stated that Staff already has the information from the consultant on what the citizens want and has asked for an executive summary of those items. She commented that she would recommend to the City Manager that the Park's Master Plan needs to be updated before we move forward.

Odis Jones advised the Council that he has a developer that is ready to come talk to the Council about a development at the next meeting. At the same time the committee is meeting there are some smaller projects that the Parks Department can get started on immediately.

Shane Mize, Director of Parks and Recreation, stated to re-fence the Mager fields would be \$10,000 and to do the bleachers and dugout at the t-ball field would be another \$7,500.

Nate Killough asked if we are going to start with smaller projects he would like to see the fields at Creekside be first.

Mayor Gaul stated that we have a matching grant that could be used for that. He referenced an article in the current TCC magazine where Kerrville did something similar and it took them three years to complete the project. Believes we should look at long-term goals but more immediate projects.

Odis Jones believes some construction can be started as early as April.

Tom Hines wants the Council and City Staff to make smart decisions with regard to any potential projects.

Odis Jones stated City Staff will have engineers begin to prepare some concept plans for approval before completing a design. He further stated that he will start bringing items to the Council for consideration in December and have a final plan approved by the end of January.

The Council adjourned to executive session at 6:22 p.m. and reconvened at 6:42 p.m.

EXECUTIVE SESSION

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

No action was taken in Executive Session.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 6:42 p.m.

CITY OF HUTTO

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary



**CITY COUNCIL
MEETING MINUTES
NOVEMBER 15, 2018**

The Hutto City Council met in a regular session on Thursday, November 15, 2018, in the Council Chambers, Hutto City Hall, 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 Nathan Killough, Councilmember Tim Jordan, and Councilmember Terri Grimm. Councilmember Patti Turner was absent.

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; Byron Frankland, Chief of Police; Reena O'Brien Director of Communications; Ashley Lumpkin, Executive Director of Business Development Services; Ashby Grundman, Director of City Planning; Michel Sorrels, Chief Financial Officer; James Bryson, Director of Finance, and Lisa Brown, City Secretary.

INVOCATION

Pastor Luke Koke of Shoreline Hutto introduced himself and explained how Shoreline Church, which was started by his parents in Austin, is seeking to plant satellite congregation in the area. Shoreline Hutto will be meeting at 111 East Street until property can be located for a church building.

Pastor Koke then gave the invocation.

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL COMMENTS

There were no comments from Council.

PUBLIC COMMENT

There were no public comments.

CITY MANAGER COMMENTS

7A. Presentation regarding the Façade Improvement Grant Program.

Ashley Lumpkin, Executive Director of Business Development Services, provided an over view of the three-year pilot program which is a 50/50 matching program for work on the exterior of a home or business in the Old Town area. The grant recipients will be reimbursed for 50% of the cost of eligible expenses for improvements on the facades that are visible from the public right-of-way.

There were six applicants. All but one qualified. The applicants submitted a total of \$18,192.22 cost of improvements. The proposed reimbursement from the program is \$9,096.12.

Helen Ramirez, Assistant City Manager, commented that during the first two years of the program there were more commercial projects, but now in the third year we are seeing residential projects.

Councilmember Jordan stated he would have liked to have seen the one project that was denied included in the program since this program embodies what the council is trying to achieve in this area of town.

Discussion ensued about re-opening the program and including the applicant that was not included. There was an agreement among the council members to bring the item back at the next regular meeting after the numbers have been reallocated among all six applicants.

7B. Presentation of Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ending 2017.

Edena Atmore, Assistant City Secretary, presented an Award for Financial Reporting Achievement to James Bryson from the Government Finance Officers Association of the United States.

A Certificate of Achievement for Excellence in Financial Reporting was also presented to Michel Sorrels, Chief Financial Officer, on behalf of the City of Hutto for its Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017.

7C. Discussion regarding approved bond propositions.

Odis Jones, City Manager, addressed the Council regarding their vision and insight on how to develop the city through leveraging private investment with public investment. The Council needs to amend the Strategic Plan to incorporate new development plans with regard to the Bond Propositions that were passed by the citizens of Hutto with 71% of the vote in favor of all three propositions. The citizens of our City approved the request for funds to improve our streets and drainage, a public safety communication center and to improve our parks system.

Proposition A – the Planning and Zoning Commission needs to work with Engineering and Public Works to develop a list of road projects and a plan for gaining community input.

Proposition B – Chief Frankland, Assistant Chief Hall, the Chaplain Group and the citizens’ policing group will need to plan a way forward in strategically locating an emergency communication center.

Proposition C – Council and City Staff will need to meet with public groups and citizens to prepare a proposal for the park improvements and put together an action plan.

Once these plans have been prepared Staff will devise a financial strategy, that will be conservative in nature, that protects the City’s financial position for the long term. The City already has a debt load of \$165M much of which is old debt that was structured with the interest payments up front. We need to be sensitive to how much debt we bring on and how we bring it on. Ideally it will be structured with the principal payment up front and the interest backloaded.

Mayor Pro-tem Hines remarked this is a good plan but he would like a council work session to come up with an overall plan of direction with regard to Proposition C.

Odis Jones suggested there be a work session at the next meeting.

Councilmember Terri Grimm suggested the Council review the poster boards with the blue dots when formulating a plan.

Councilmember Nate Killough remarked that we need input from all the public groups as well as the HISD particularly the athletic department. He believes the ultimate goal of the kids who will benefit from the potential new balls fields is to play sports at the high school, and if we are not providing the appropriate venues to develop those skills we are doing our citizens a disservice. He suggested we invite one representative from each group to the table to form a committee so that all groups have a say in the proposed plan. The groups who will be invited include the following: baseball, softball, soccer, football, cheer, wrestling, swimming, cycling, tennis, HISD Athletics, Parks Advisory board, YMCA and senior adults.

The Council work session will be held during the November 20, 2018 special called meeting at 6:00 p.m. and the names for the committee will be discussed at the next regular meeting on December 6, 2018.

CONSENT AGENDA

- 8A. Consideration and possible action approving the minutes of the November 2018 Regular City Council Meeting and corrected minutes of the April 5, 2018 Regular City Council Meeting.
- 8B. Consideration and possible action on a resolution approving the proposed Christ the Rock Campus Subdivision Final Plat, 7.568 acres, more or less, of land, one commercial lot, located on Limmer Loop.

- 8C. Consideration and possible action on a resolution approving the proposed Hutto Crossing Phase 4 Section 8 Final Plat, 27.025 acres, more or less, of land, one parkland lot, located along the northern boundary of Carmel Creek in the Hutto Crossing development site.
- 8D. Consideration and possible action on a resolution approving the proposed Titan Innovation Business Park Preliminary Plat, 67.880 acres, more or less, of land, four commercial lots, located on Schneider Boulevard at New Technology Boulevard.
- 8E. Consideration and possible action on a resolution approving the proposed Cross Creek Subdivision Phase 1 Final Plat, 109.45 acres, more or less, of land, 213 residential lots lot, located south of CR 199.
- 8F. Consideration and possible action on a resolution approving the proposed Hutto Square Commercial Block U Lots 1-3 Final Plat, 2.849 acres, more or less, of land, one commercial lot, located on Exchange Boulevard.
- 8G. Consideration and possible action on a resolution approving the proposed RSI Hutto Preliminary Plat, 315.28 acres, more or less, of land, 1314 residential lots, located between FM 1660 North and CR 119.
- 8H. Consideration and possible action on a resolution approving the proposed Titan Innovation Business Park Unit 3 Final Plat, 8.793 acres, more or less, of land, one commercial lot, located on New Technology Boulevard.
- 8I. Consideration and possible action on a resolution approving the proposed Mager Meadows Phase 3 Final Plat, 25.051 acres, more or less, of land, 103 residential lots, located on the north side of Mager Lane at Marimoor Drive.

Motion: Mayor Pro-tem Hines made a motion to approve Items 8A and 8I from the Consent Agenda. Councilmember Grimm seconded the motion.

Vote:

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

Action: The motion passed 6 ayes, and 0 nays

REGULAR AGENDA ITEMS

ORDINANCES

- 9A. Consideration of a public hearing and possible action on the first reading of an ordinance approving a specific use permit for property located at 110 Co-Op Boulevard, 2.08 acres, more or less, of land, Lot 4 (S/PT) of the Co-Op District Subdivision, allowing a drive through lane.

Ashley Lumpkin presented the ordinance that would allow for a drive through lane at the Southside BBQ location.

Jessica Romigh, Chair of the Planning and Zoning Commission advised the Council that the Commission held a public hearing on this matter and there were no public comments on the matter. The Commission believes the flow of the design was well planned and voted for approval by a vote of 6-0.

The Mayor opened a public hearing at 7:50 p.m. There being no public comments the hearing was closed at 7:50 p.m.

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

Vote:

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

Action: The motion passed 6 ayes, and 0 nays

Motion: Councilmember Killough made a motion to dispense with the second reading of the ordinance. Councilmember Rose seconded the motion.

Vote:

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

Action: The motion passed 6 ayes, and 0 nays

- 9B. Consideration and possible action on the first 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.

Bill Bingham, City Attorney, presented the ordinance that provides for a plan to build the infrastructure in the new Cross Creek development. The developer will use the PID to levy funds to build the infrastructure. Not a liability of the City but of the developer.

Rick Rosenberg, Managing Principal for GPFG, prepared the SAP. Required under the PID Act and prepared prior to any assessments. It's the operating manual for the PID outlining how the assessments will be calculated and collected.

Motion: Mayor Pro-tem Hines made a motion to accept the first reading of the ordinance as written. Councilmember Killough seconded the motion.

Vote:

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

Action: The motion passed 6 ayes, and 0 nays

RESOLUTIONS

- 10A. Consideration and possible action on a resolution consenting to the issuance of certain bonds issued by the Public Finance Authority and authorizing the execution of a Continuing Disclosure Agreement relating to said bonds; and containing other matters related thereto.

Bill Bingham presented a resolution to for the mechanism to obtain the funds to build the infrastructure in the development. The bonds will be purchased and secured by the assessments.

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

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

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.

No action was taken.

ADJOURNMENT

There being no further business to be heard, the meeting was adjourned at 8:03 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: December 06, 2018

PRESENTED BY:

Ashley Lumpkin, AICP, Executive
Director, Business & Development
Services

ITEM:

Consideration and possible action on a resolution approving the proposed Brooklands Section Three Final Plat, 38.6976 acres, more or less, of land, 156 residential lots, located on CR 137. (Ashley Lumpkin)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Brooklands Section 3 Final Plat is proposing a 38.6976 acre subdivision consisting of 160 lots. 156 are single-family (26.9143 acres), one is an access easement, two are open space lots and one is a pocket park. The proposed subdivision is located south of FM 1660 South, fronts upon CR 137 and abuts Farley Middle School to the North.

The main point of access for Phase 3 will be via Brooklands Boulevard. Brooklands Boulevard connects to CR 137 to the west and Swindoll Lane to the east.

The subject site is zoned SmartCode. These lots all fall within T3 and T4 zones of the smartcode and are subject to those regulations. Phase 1 and Phase 2 have been approved by City Council.

BUDGETARY AND FINANCIAL SUMMARY:

Not applicable.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends that the Council approve the resolution.

SUPPORTING MATERIAL:

1. [Resolution](#)

RESOLUTION NO.

A RESOLUTION APPROVING THE PLAT KNOWN AS “BROOKLANDS SECTION THREE FINAL PLAT”; IN THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the Planning and Zoning Commission to take action to recommend to the City Council whether or not to approve or disapprove a subdivision plat within thirty (30) days of the date an application is accepted, and;

WHEREAS, the Texas Local Government Code Chapter 212 and the City of Hutto Subdivision Ordinance requires the City Council take action to approve or disapprove a subdivision plat within thirty (30) days of the date of presentation at Planning and Zoning Commission, and;

WHEREAS, the Development Services Department and the City Engineer have reviewed the above referenced plat for compliance with statute and engineering standards, and;

WHEREAS, if City Council fails to take action on this plat within the prescribed thirty (30) day period, the plat is granted statutory approval, Now therefore,

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

that the Hutto City Council hereby approves the resolution for the plat known as “Brooklands Section Three Final Plat”, a copy of same being attached hereto as “Exhibit A” and incorporated herein for all purposes.

CONSIDERED and RESOLVED on this the **6th** day of the month **December, 2018.**

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 8C. **AGENDA DATE:** December 06, 2018

PRESENTED BY: Eliska Padilla, MASCL, Executive Director
of Communications

ITEM: Consideration and possible action authorization for City Manager to execute a contract with Century Link for internet service to new City Hall. (Eliska Padilla)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

This contract will provide internet service to new City Hall and include all City office locations connected by a private network within CenturyLink's network. The City's locations will be linked to each other with dedicated service, and no sharing with any other CenturyLink customers.

BUDGETARY AND FINANCIAL SUMMARY:

Budgeted.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Reviewed by City Attorney.

STAFF RECOMMENDATION:

Staff recommends we execute the contract.

SUPPORTING MATERIAL:

1. [Redlined Working Contract \(Will Be Replaced With Final Version\)](#)

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **CITY OF HUTTO** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term"). **The initial term shall be for 12 months and may be renewed annually for additional two years. The contract shall not exceed 36 months in all without a new contract.**

2. Service. CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Domestic CenturyLink IQ® Networking Service Exhibit**
- **CenturyLink IQ® Data Bundle Offer Attachment**
- **Local Access Service Exhibit**
- **NBS Service Exhibit**
- **Rental CPE Service Exhibit**

3. Order(s). Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. Credit. If Customer is in Compliance with its obligations under the Agreement and orders NBS Service, IQ Data Bundles and corresponding Local Access Service at all four (4) locations and bandwidths described in attached service exhibits within two (2) months of the Effective Date (the "Conditions"), Customer will receive a one-time Credit. The Credit will be in the amount of \$9,522.00. The Credit will appear on the third invoice after the Conditions have been met. CenturyLink will carry any excess Credit over to the next monthly billing period(s) until fully applied to Customer's invoices. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, CenturyLink may charge Customer an amount equal to the Credit Customer received under this section. In addition, if a Customer-initiated cancellation of an accepted order results in Customer no longer meeting the Conditions, CenturyLink may charge Customer an amount equal to the Credit received under this section.

5. Billing and Payment.

5.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

5.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice **received** date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1-~~5~~% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer ~~must pay the undisputed amount and~~ **shall** submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed) **and payment shall remain outstanding or be paid into an escrow until the dispute is resolved.** Disputes must be submitted in writing within 90 days from the date of the invoice. ~~If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.~~

5.3 Taxes and Fees. Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911

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surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively. **This provision shall not exclude the Customer from the auditing of the invoices and seeking a refund of any overcharge or unauthorized tax. The City of Hutto, as a governmental entity, is tax exempt.**

5.4 Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by ~~notarized documents provided by Customer and agreed to by CenturyLink~~ **letter signed by the City Executive**), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

5.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, ~~CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer~~ **both parties may terminate the affected Service without penalty. on notice to CenturyLink delivered within 30 days of the cost increase taking effect.**

5.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service **without penalty**. ~~If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.~~

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out of pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. ~~The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.~~

6. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

7. Liabilities and Service Levels.

7.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

7.2 Disclaimer of Warranties. ~~CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.~~ **CENTURYLINK SHALL REPAIR OR REPLACE DEFECTS IN MATERIAL OR**

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WORKMANSHIP TO THE EXTENT THAT IT IS REASONABLE AND NOT DUE TO DAMAGE CAUSED BY MISUSE OF PRODUCT.

7.3 Service Levels.

(a) Any "Service Level" applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

7.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

8. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

9. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

10. General Terms.

10.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

10.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

10.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

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10.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

10.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

10.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

10.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

10.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

10.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

10.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

10.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

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CENTURYLINK COMMUNICATIONS, LLC

CITY OF HUTTO

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Manager – Offer Management
Title

Title

Date

Date

Customer's Address for Notices: 401 W FRONT ST, HUTTO,
TX 78634-4203;
Person Designated for Notices: General Counsel

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DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. General. Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

2. Service.

2.1 Description. Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

2.2 Ports. CenturyLink offers Service in the following port ("Port") types:

(a) Internet Port. Internet Ports provide public Internet connectivity.

(b) Private Port. Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

(c) CenturyLink IQ®+ Port. A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.

(d) CenturyLink IQ®+ Cloud Port. A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink-determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. CenturyLink-determined data centers may include data centers operated by CenturyLink or one of its affiliates, or data centers operated by a third-party cloud service provider. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

(a) Monitor and Notification. Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

(b) Select Management. Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

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(c) Comprehensive Management. Comprehensive Management can be included on any eligible Port except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

(d) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(e) Customer Responsibilities.

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

(v) Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

2.5 Multicast. Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

2.6 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment

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and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

2.7 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) Exclusions. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.8 Backbone Prioritization/Priority Queuing. Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

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(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), if a service term is not shown in a quote or a pricing attachment, three years. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(a) Domestic Internet Ports or Private Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports: (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

5.3 Waiver of Cancellation Charges.

(a) Upgrades. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) Migration to Other CenturyLink Services. CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of

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providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

8. AUP. All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

10. Other Terms.

10.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

10.2 Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, ~~then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.~~ **Accordingly, each party may seek and obtain injunctive relief against the termination, at the sole election of the receiving party, the immediate termination without penalty to the same, of this Agreement in whole or in part.**

10.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

10.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

10.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

CITY OF HUTTO ("Customer")

and

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

CITY OF HUTTO

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

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PRICING ATTACHMENT**

1. Pricing.

1.1 Network Management Service MRCs.

(a) NMS for devices associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

(b) NMS for devices not associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notify	\$35.00 per device	N/A

1.2 CenturyLink IQ Networking Features

(a) VPN Extensions.

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

(b) Backbone Prioritization. Backbone Prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

1.4 NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet Ports and Private Ports. The Internet Ports and Private Ports must remain installed for at least 12 months.

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This CenturyLink IQ® Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the CenturyLink Master Services Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

1. Scope. Customer may purchase a Data Bundle Standard or Data Bundle Pro solution (each a "Data Bundle") under this Attachment. "Data Bundle Standard" is a combination of a CenturyLink IQ Networking Internet or Private Port, Local Access Service, and eligible pre-configured Rental CPE with 8x5 or 24x7 maintenance. Data Bundle Standard includes 10 Rental CPE configuration changes per year. "Data Bundle Pro" includes all Service elements and features of the Data Bundle Standard plus VPN Tunnel configuration, complex routing protocol configuration, NAT, PAT and DMZ configuration, and Ethernet switch options on the Ethernet-based bundles. VoIP configuration options are available with both Data Bundle Standard and Data Bundle Pro. VoIP configuration options may vary depending on the platform.

2. Eligibility and Restrictions. Customer must order all the applicable Service elements in the Data Bundle at the same time under an Agreement with either a 24, 36, or 60 month Term.

2.1 Data Bundle Ports and Local Access. Data Bundle Standard and Data Bundle Pro are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Data Bundle Port"). Ethernet Data Bundle Ports must use Ethernet Local Access ("ELA"). If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port Data Bundles. The Internet Port or Private Port Data Bundle Port MRC will be used to calculate Contributory Charges.

2.2 Rental CPE. The following table shows the eligible Rental CPE that may be used with each Port speed and Data Bundle.

Bundle Types	Eligible Rental CPE available with all Data Bundle Port Types (Internet and Private)						
	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps ¹	With ELA 100 Mbps – 1Gbps ³	DS3
Data Bundle Standard (ADTRAN)	ADTRAN 3430	ADTRAN 3430	ADTRAN 908e w/ SBC ⁴	ADTRAN 4430	N/A	N/A*	ADTRAN NV5305
Data Bundle Pro (ADTRAN)	ADTRAN 908e w/ SBC ⁴	ADTRAN 908e w/ SBC ⁴	ADTRAN 908e w/ SBC ⁴	ADTRAN 4430	ADTRAN 908e w/ SBC ⁴ or 1335P ²	ADTRAN 5660 w/ SBC ⁴	ADTRAN NV5305
Data Bundle Standard (Cisco)	Cisco 1941	Cisco 1941	Cisco 1941	N/A	N/A	N/A	N/A
Data Bundle Pro (Cisco)	N/A	N/A	N/A	N/A	N/A	Cisco 4431-SEC	N/A
Data Bundle Pro (Juniper)	N/A	N/A	N/A	N/A	Juniper NFX250-S2	N/A	N/A
Data Bundle Standard (Juniper)	N/A	N/A	N/A	N/A	N/A	Juniper EX3300 ⁵	N/A

¹Bandwidths increase in 10 Mbps increments.

²The 1335P only supports Ethernet speeds up to 10 Mbps.

³Bandwidths increase in 100 Mbps increments.

⁴Session Border Controller.

⁵VPN tunnels are not supported.

The Rental CPE must be configured and installed for use with a Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET® Remote Standard Service and 24x7 on-site maintenance uses ProMET® On-Site Premium Service. Customer may request password access for Rental CPE. If CenturyLink grants password access to Customer: (a) Customer waives any claim against CenturyLink or the manufacturer for maintenance, configuration support, repair, loss, or damage to the Rental CPE if a problem is caused by Customer's use of the password, (b) Customer is not entitled to any SLA credits, (c) CenturyLink is not obligated to provide any CPE configuration assistance, and (d) any CenturyLink provided CPE configuration assistance will be at its then-current time and material rates.

2.3 Upgrade. During a Service Term, Customer may upgrade a Data Bundle with a Bandwidth Upgrade, Pro Upgrade, Maintenance Upgrade, or Port Upgrade (collectively an "Upgrade"). All Upgrades are subject to the Upgrade NRC. Customer may need to amend the

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Agreement to include a revised Term with an Upgrade. Bandwidth and Pro Upgrades must (a) keep the same CPE Rental brand, and (b) begin a new Service Term that is the same or longer than the existing Service Term except that Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

a. **Bandwidth Upgrade.** Customer may upgrade to a higher bandwidth or to a Managed Data Bundle, which is purchased separately, (each a "Bandwidth Upgrade") if the Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3.

b. **Pro Upgrade.** Customer may upgrade from a Data Bundle Standard to a Data Bundle Pro at the same bandwidth level ("Pro Upgrade") at any time during the Service Term.

c. **Maintenance and Port Upgrade.** Customer may upgrade a Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance ("Maintenance Upgrade") or from an Internet Port to a Private Port ("Port Upgrade") without restarting a new Service Term if Customer: (i.) has a location and Rental CPE that qualifies, (ii.) keeps the same bundle type and bandwidth and (iii.) pays the Upgrade NRC.

2.4 Moves. Customer may move a Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

2.5 Relocation. Customer may relocate a Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade, a Pro Upgrade or the same Data Bundle, (d) pays the Upgrade NRC and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

3. Pricing. Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

3.1 If Customer wishes to order a new Data Bundle or modify an existing Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Data Bundle or, (ii) if Addendum A applies and the new Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Data Bundle that is specified on the quote.

3.2 Data Bundle Pricing. The Data Bundle Port MRC includes the MRCs for the Data Bundle Port and Rental CPE. CenturyLink will waive End-to-End Performance Reporting MRCs. The Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Data Bundle expires, CenturyLink may modify pricing for the Data Bundle. Upgrades and additional Data Bundle orders after an initial order may be subject to then-current Data Bundle pricing.

3.3 Local Access Pricing. Local Access rates are in the quote or in Addendum A.

3.4 Upgrade NRC. Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

4. Term; Cancellation.

4.1 Term. The term of an individual Data Bundle begins on the date CenturyLink notifies Customer that a Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of months as specified in Customer's order for a Data Bundle ("Service Term"). The Service Term is indicated in the quote or the pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Data Bundle Service Term. Upon expiration of a Service Term, the Data Bundle will remain in effect on a month-to-month basis until canceled by either party with 60 days' prior notice.

4.2 Cancellation. Upon cancellation of a Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Data Bundle Port Cancellation Charge equal to: (i) 100% of the Data Bundle Port's MRC

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multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus (iii) 50% of the Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Data Bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

4.3 Waiver of Cancellation Charges.

(a) Upgrade. When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Data Bundles installed for at least 12 months, and (iii) Local Access Cancellation Charges for all other Data Bundles.

(b) Moves. When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

(c) Relocation. When Customer has a Relocation, CenturyLink will waive (i) the Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Data Bundles.

4.4 Rental CPE Purchase. Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

5. Add-On Connection. Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Data Bundle Pro, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink, and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 10 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

CenturyLink IQ Data Bundle Pro Rental CPE Routers that Support Add-On Connection Cards	
Router	CenturyLink IQ Data Bundle Bandwidth
ADTRAN 4430 .	5xDS1 through 8xDS1
Adtran1335POE	up to 10 Mbps
ADTRAN 5305 .	DS3
ADTRAN 5660 w/ SBC and ADTRAN 5660	100 Mbps through 1Gbps in 100Mbps increments
Cisco 4431-SEC	100 Mbps through 1Gbps in 100Mbps increments

CenturyLink-approved Add-On Connection Cards	
Cisco	ADTRAN
HWIC-1DSU-T1 VWIC3-2MFT-T1/E1 SM-X-1T3/E3 EHWIC-4G-LTE-VZ EHWIC-4ESG HWIC-2FE EHWIC-1GE-SFP-CU GLC-LH-SMD	1202862L1 (Single T1 NIM) 1202872L1 (Dual T1 NIM) 1200481E1 (1000BASELX LC SFP) 1200480E1 (1000BASESX LC SFP)

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GLC-SX-MMD NIM-1MFT-T1/E1 NIM-2MFT-T1/E1 NIM-4MFT-T1/E1 NIM-ES2-4 NIM-1GE-CU-SFP NIM-2GE-CU-SFP	
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(a) Replacement Program. CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

Description	NRC
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

6. Miscellaneous. All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, and the Agreement, This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2 Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause **or by CenturyLink for Cause prior to conclusion of the applicable Service Term**, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. ~~If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.~~ **Accordingly, each party may seek and obtain injunctive relief against the termination, at the sole election of the receiving party, the immediate termination without penalty to the same, of this Agreement in whole or in part.**

7.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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**ADDENDUM A
CENTURYLINK IQ® DATA BUNDLE PRICING**

The CPE Rental term and each Data Bundle Port and Local Access circuit receiving Data Bundle pricing will be subject to the Service Term set forth in the applicable pricing table. If Customer wishes to order a Data Bundle that is not shown in the pricing tables below, Customer must enter into a separate written amendment that includes the applicable Data Bundle.

Key to the symbols used in the following tables:

* The Internet Port or Private Port Data Bundle Port MRC will be used to calculate Contributory Charges.

** The Customer's location must qualify for on-site maintenance.

The Customer's ELA price will be determined by the Product Pricer quote.

Data Bundle Standard and Pro 36 Month Service Term; 8x5 NBD Maintenance Ethernet						
Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC includes Port and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
10Mbps	ADTRAN	N940333	Pro	N/A	\$188.00	TBD
20Mbps	ADTRAN	N940333	Pro	N/A	\$193.00	TBD
100Mbps	ADTRAN	N940333	Pro	N/A	\$485.00	TBD

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1. General. CenturyLink will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring unless CenturyLink notifies Customer that Extended Wiring is included with a service offering, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic.) "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically, varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically, predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

2.2.1 Use of IP Connection. In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) On-Net Access. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third-party provider where CenturyLink coordinates the connectivity between

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CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

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(a) Expedite. A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

(b) Extended Wiring. "Extended Wiring" means additional wiring from the Demarcation Point to Customer's network interface equipment. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the Demarcation Point only.

(c) Construction. Construction charges apply if; (i) special construction is required to extend Service to the Demarcation Point; or (ii) other activities not covered by Extended Wiring are required beyond the Demarcation Point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(d) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(e) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(c) Moves. When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:

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2. When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
3. When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Grooming. If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2. Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause **or by CenturyLink for Cause prior to conclusion of the applicable Service Term,** then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. ~~If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).~~ **Accordingly, each party may seek and obtain injunctive relief against the termination, at the sole election of the receiving party, the immediate termination without penalty to the same, of this Agreement in whole or in part.**

7.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

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7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means the CenturyLink designated interface between the CenturyLink Domestic Network or the Leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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PRICING ATTACHMENT

Except as set forth in this pricing attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Service Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

NPA/NXX or CLLI	Loop Tracking ID	Service Address	Type of Local Access	Service Term	Circuit Speed	Local Access MRC	Install NRC
512759	181023200502	306 E LIVE OAK ST HUTTO, TX 78634	ELA CoS Low	36 Months	Fast Ethernet – 10 Mbps	\$330.00	\$0.00
512759	180709519353	356 COUNTY ROAD 199 HUTTO, TX 78634	ELA CoS Low	36 Months	Fast Ethernet – 20 Mbps	\$393.00	\$0.00
512759	180709519350	500 W LIVE OAK ST HUTTO, TX 78634	ELA CoS Low	36 Months	Fast Ethernet – 100 Mbps	\$550.00	\$0.00
512759	180709519352	401 W FRONT ST HUTTO, TX 78634	ELA Co SLOW	36 Months	Fast Ethernet – 100 Mbps	\$550.00	\$0.00

2. **CenturyLink Provided Access Install NRC Discount – .** Install NRCs specified above for Leased and On-Net CenturyLink Provided Access . will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Initial Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

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1. General. CenturyLink will provide Network-Based Security Service ("NBS" or "Service") under the terms of the Agreement and this Service Exhibit.

2. Service Description. NBS is a CenturyLink security service that manages and monitors traffic between the Internet and Customer's separately purchased CenturyLink IQ® Networking Private Port network. CenturyLink will provide Service from a CenturyLink network facility, such as a POP or data center, which is determined by CenturyLink and is subject to relocation. Security features associated with NBS are implemented within CenturyLink's network. Customer may choose among various categories of security types, support levels, and security bandwidths. Service also includes a Web portal that is designed to assist Customer with certain self management and reporting functions. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. Use of the Service outside of the United States is available, but additional terms and conditions will apply.

2.1 Security Features. The NBS security features are described below.

(a) Firewall. The managed firewall feature includes a set of related functions designed to allow or deny certain hosts or networks to communicate to each other, based on Customer's security policy. The managed firewall feature includes a network-based firewall instance, installation, configuration support, logging, reporting, and 24x7 monitoring of the firewall infrastructure.

(b) VPN.

(i) The virtual private network ("VPN") feature uses a variety of specialized protocols to support private encrypted communications through the Internet from a Customer location to the NBS platform. Customer is responsible for the provision and management of the equipment at its location that connects to the NBS platform and of the encrypted tunnel between the Customer-provided equipment and the NBS platform. Customer's use of CenturyLink technical support in connection with the VPN feature is limited to CenturyLink facilitating the encrypted connection between Customer equipment and the NBS platform.

(ii) If Customer or its End Users use remote access SSL VPN to access the NBS platform, Customer is responsible for procuring, installing and testing client VPN software on Customer's End User computers. A SSL VPN (Secure Sockets Layer virtual private network) is a form of VPN that can be used with a standard Web browser. The traffic between the Web browser and the SSL VPN device is encrypted with the SSL protocol. CenturyLink will configure user credentials for use with the Service to enable End User access to the NBS platform. There is a 20 End User limit if the End Users are provisioned directly on the NBS platform. For deployments exceeding 20 End Users, Customer must provide an authentication server, with the maximum number of End Users subject to CenturyLink's approval. Customer is responsible for the management (e.g., adding or deleting End Users) and security of the authentication server.

(iii) The parties will provide each other with necessary configuration information required for Customer to establish the VPN connection.

(c) Windows Active Directory (AD) Integration for Single Sign-On. The Windows AD Integration feature provides single sign-on capabilities to users with the help of agent software. The agent software sends information about user logins to the NBS platform. With user information such as IP address and user group membership, security policies can allow authenticated network access to users who belong to the appropriate user groups without requesting their credentials again. In addition to single sign-on, AD integration is beneficial as NBS reports provide better detail with regards to user and group information.

(d) Intrusion Detection and Prevention.

(i) The network intrusion detection and prevention features of the Service ("IDS/IPS") monitor Customer's network traffic on 24x7 basis for a list of attack and misuse signatures according to a pre-defined security policy specific to Customer's network environment. The policy may have an option to block and report on misused traffic.

(ii) The security policy is submitted by Customer to CenturyLink on a standard CenturyLink template and is subject to CenturyLink's approval. The security policy categorizes intrusion Events as either "low priority level," "medium priority level," or "high priority level." An "Event" means any security occurrence detected and reported by the IDS/IPS feature. An Event does not necessarily constitute an actual security incident. CenturyLink may update the security policy from time-to-time in order to address industry-wide changes in security needs. Customer may view the Event detail (including timestamp, attack type) on the NBS Web portal. Such reports contain information relating to low, medium, and high priority Events, including the time of the Event, the Event name, and a summary of attack statistics. Low, medium, and high priority Events are described below:

- Low Priority. A low priority Event identifies activity on a network that is not necessarily suspicious or malicious in nature, but may indicate a need for a more secure means of network implementation. An example of a low priority Event includes poor security practices.
- Medium Priority. A medium priority Event identifies activity that is suspicious in nature and may warrant investigation. An example of a medium priority Event includes network reconnaissance by an unknown source.

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- **High Priority.** A high priority Event identifies activity that is potentially malicious in nature and requires immediate attention. An example of a high priority Event includes attempts to compromise Customer's network or attempts to gain privileged access to Customer's network.

(iii) CenturyLink will analyze high priority Events to determine if an Incident has occurred. An "Incident" means any single Event or collection of Events that have been determined by a CenturyLink IDS/IPS analyst reviewing the data to potentially be of security consequence. Incidents may include Events that are currently being investigated and actual attacks that may be in progress. If, upon investigation, an Event or series of Events is determined to be a high priority level Incident, CenturyLink will attempt to notify Customer via telephone or e-mail (as agreed upon between the parties) within fifteen minutes after such determination to consult with Customer to determine the most appropriate response to the Incident.

(e) Content Filtering. The content filtering feature is designed to block Web content based on Customer's policy settings. Customer is responsible for defining content filtering policies. Content Filtering events are detected, logged, and viewable by Customer on the NBS Web portal.

(f) DLP. Data leak prevention ("DLP") is a feature that is designed to detect, report and optionally block potential data leakage incidents by intercepting and inspecting traffic that is traversing between the Internet and Customer's Private Port network. The DLP feature is able to block or allow End User traffic that matches pre-defined data patterns and is based on Customer's rules and policies. DLP supports only certain protocols and file types.

2.2 Security Types. Service is available in three security types. Each security type contains a fixed set of NBS security features. The following table describes the NBS security features that are available for each security type.

Security Type (D, E, or F)	Features that are included in the security type
Next Generation Internet (D)	Firewall and VPN features
Content Filtering (E)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration and Content Filtering features
Complete Security (F)	Firewall, VPN, Remote User SSL VPN, Windows AD Integration, Content Filtering, IDS/IPS and DLP features

2.3 Support Levels. Support levels apply to Customer's security type, and not to each security feature. The following table describes each support level.

Support Level	Description of support included with the applicable support level
Standard (5) Available only with Next Generation Internet (D) and Content Filtering (E)	- CenturyLink-managed review of high priority Events - Policy change timeframe is 24 hours - Maintenance window for policy changes - One year log retention* - Co-management option is available Security Type: Next Generation Internet - 15 policy changes per 12-month period (beginning from the Start of Service Date) - Maximum of five site-to-site VPNs Security Type: Content Filtering - 20 policy changes per 12-month period (beginning from the Start of Service Date) - Maximum of ten site-to-site VPNs
Unlimited (6) Included with Complete Security (F)	- CenturyLink managed review of high priority Events - Unlimited policy changes per month - Policy change timeframe is 8 hours - Two urgent policy changes per month - CenturyLink will respond within two hours after an urgent policy change request - Maintenance window for policy changes - One year log retention* - Co-management option is available - 25 or more site-to-site VPNs, subject to CenturyLink's approval & platform bandwidth limits

* CenturyLink does not retain logs after the log retention period has been completed.

2.4 Security Bandwidth. The security bandwidth level that Customer selects will be the maximum throughput for Customer traffic passing between Customer's CenturyLink IQ Network Private Port network and the Internet. CenturyLink may limit the maximum security

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bandwidth level available for purchase for a particular Service instance based on the security type, the security features, and the complexity of the policies selected.

2.5 Web Portal. Service includes access to a Web portal via Control Center that a Customer Administrator can access for information such as inventory, trouble ticketing, billing information and reports. CenturyLink will provide Customer up to three security tokens for access to the NBS Web portal. If Customer requests more than three security tokens, CenturyLink will provide the additional security tokens for an additional charge. Real-time logs are available for up to 30 days. Offline log retention periods are as specified in the Support Level table.

2.6 Co-Management Option. Customer may elect to co-manage the Service. CenturyLink will provide the designated Customer Administrators the ability to modify Service configurations via the Web portal. Change requests by CenturyLink will continue to be processed as per the applicable support level. Customer must notify CenturyLink of its intent to participate in the co-management option. The SLA does not apply if an SLA Goal is missed as a result of a Customer-initiated configuration.

2.7 CenturyLink Responsibilities.

(a) During deployment and initiation, CenturyLink will work with Customer to deploy new Service. CenturyLink will send Customer a welcome e-mail and conduct a kickoff call to introduce CenturyLink deployment specialists to Customer contacts and begin to assess Customer requirements.

(b) CenturyLink will gather detailed information for the initial setup of Service and associated Service features. Most of the questions will be technical in nature and help determine the layout of Customer's network, including hosts on the network and desired security policies. A portion of the requested data will reflect Customer organization, and will include security contacts and escalation paths. Using the provided information, CenturyLink will work with Customer to understand the existing Customer environment and work with Customer to build a configuration and security policy used with NBS.

(c) CenturyLink will provide ongoing service support, policy management, and record retention of all changes in accordance with the applicable support level.

(d) CenturyLink will provide management of the NBS platform, system patches and upgrades, troubleshoot problems on the NBS platform.

(e) CenturyLink will perform service configuration and implementation remotely.

2.8 Customer Responsibilities. CenturyLink may not be able to provide the Service if Customer's responsibilities are not met.

(a) During deployment, Customer will work with CenturyLink to deploy Service.

(b) Customer will provide CenturyLink with: (i) accurate and current contact information for Customer's designated points of contact; (ii) a primary and a secondary Customer contact; and (iii) an escalation path through the organization in the event that CenturyLink must contact Customer.

(c) Customer will participate in a scheduled kickoff call to introduce team members, set expectations, and begin the assessment process.

(d) Customer will be required to complete a form to provide detailed information about the network configuration and must work with CenturyLink in good faith to accurately assess Customer's network and environment.

(e) Customer is required to provide hands on assistance for the purposes of troubleshooting and/or diagnosing technical difficulties.

(f) On an annual basis, Customer agrees to work with CenturyLink to review configuration of the Service and identify required updates.

(g) Customer is responsible for making agreed to changes to the network environment.

(h) Customer is responsible for ensuring the desired network traffic and applicable segments are configured to route network traffic through the Service.

(i) Customer must appropriately safeguard its login credentials to the Web portal, including not disclosing to any third party, and promptly notify CenturyLink if a compromise of credentials is suspected. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with NBS, or that use common network features, have appropriate-security controls.

(j) Customer agrees to notify CenturyLink in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

(k) Customer represents and warrants that it has notified (including by means of appropriate internal use policies, where applicable, and by means of screen banners displayed on system log-in) its employees, vendors, contractors and other of its email network that communications or transmissions on the Customer's network are subject to monitoring, filtering, screening, or logging, and that to the

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extent required by law, such employees, vendors, contractors and other users have consented to such monitoring, filtering, screening or logging (which may include, where sufficient at law, implied consent). Customer is responsible for compliance with the laws and regulations applicable to such monitoring, filtering, screening or logging of network communications performed on its behalf by CenturyLink in any jurisdiction in which the Customer utilizes the Service, which may include prior consulting and informing of employee representative and regulatory registrations, such as with any relevant data protection authority (an "Authority"). CenturyLink will rely on this representation as evidence that all users of Customer's network have been made aware of such monitoring, filtering, screening or logging.

(I) Non-U.S. Locations. For Service utilizing connections to Private Ports, POPs or data centers outside of the United States, Customer agrees to comply with all laws, including without limitation, all applicable laws regarding privacy, and agrees to comply with CenturyLink's additional terms and conditions in this section. While providing Service, CenturyLink will comply with applicable data privacy laws. However, Customer and CenturyLink agree that with regard to the Service, CenturyLink is acting as a data intermediary or data processor. CenturyLink is not a "data controller" or a "responsible organization" with respect to any personal data of Customer or Customer's end users or any other users of Customer's network which is collected by Customer and may be processed by CenturyLink in the course of providing the Service. Customer expressly agrees that, with respect to its use of the Service, Customer is responsible for providing any notices and obtaining any required consents concerning the Service that may be required to be provided to or obtained from its end user customers or network users by any applicable law or regulation. Customer is responsible for complying with all personal data protection laws and regulations regarding any personal data that Customer may collect. Customer shall notify CenturyLink in writing of any specific requests relating to the processing of personal data that it may request from CenturyLink. For EU locations, additional applicable terms and conditions will be provided at the time Customer places an order for such Service. Provision and use of the Service outside of the United States are expressly conditioned upon Customer's agreement to and compliance with all terms and conditions regarding such use.

2.9 Administrative Access. CenturyLink will exclusively maintain global administrative access to NBS platform at all times. CenturyLink maintains the root password for all security functions. All remote CenturyLink administration functions occur via an encrypted session. The Customer Administrator will only have administrative access to portions of Service relating to Customer's instance of Service. "Customer Administrator" means up to three designated Customer contacts that have relevant experience and expertise in Customer's network operations and the authority to access or modify content via the Web portal.

2.10 Ongoing Management, Monitoring, and Reporting. CenturyLink performs ongoing management, monitoring, and reporting. After NBS is installed on Customer's network, change requests are processed as set forth in the applicable support level that Customer has selected. Requests must be initiated by an approved Customer Administrator and will be submitted via the NBS Web portal or by calling the CenturyLink security operations center.

2.11 Consent to Access and Use Customer Information. Customer authorizes CenturyLink or its authorized vendor to access and use Customer's information associated with Customer's IP-network traffic (including content) from domestic locations and, if used, from international locations to provide NBS. Customer is responsible for complying with all laws and regulations in connection with its use of the Services, including, but not limited to: (a) with respect to personally identifiable information sent or received by Customer or its End Users, all privacy laws and regulations and (b) when traffic from an international location will sent to the NBS platform, advising End Users that their content or personal information is being transferred outside an international location and receiving any required consents. Additional requirements regarding Customer consent related to use of the Service in the EU will be provided at the time Customer places an order for such Service.

2.12 Data Compilation. Customer consents to CenturyLink's use of deep packet inspection methods to collect, gather and compile security event log data to look at trends, real or potential threats, and in order to provide and improve Service. CenturyLink may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled or combined in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cybersecurity incidences. Customer specific data will not be shared without Customer's consent unless otherwise required by law. CenturyLink may retain security event log data for as long as necessary or useful for its uses consistent with this Service Exhibit and with no obligation to provide to Customer beyond the retention periods outlined in the Support Levels section. Additional requirements regarding Customer consent related to use of the Service in the EU will be provided at the time Customer places an order for such Service.

2.13 Excluded Services. CenturyLink is not responsible for any services, systems, software or equipment Customer uses with NBS. CenturyLink will not: (a) debug problems on, or configure any internal or external hosts or networks (examples include, but are not limited to the following: routers, DNS servers, mail servers, WWW servers, and FTP servers); and (b) act as an end-user help desk to Customer's employees or End Users. All communication regarding the NBS will be between CenturyLink and Customer's approved Customer Administrator only.

3. Charges. Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. All charges are in U.S. dollars unless otherwise stated. Charges will commence within five

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days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). The rates set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Taxes are based on the location of the CenturyLink network location from where NBS is provisioned. Customer understands that Service is provided from a CenturyLink-designated POP or data center in CenturyLink's network and in certain circumstances, CenturyLink may find it necessary to relocate Service to another POP or data center in a different network location. Customer acknowledges that as a result of a relocation to a new Service location, the tax portion of Customer's bill could change to reflect Taxes based on the new location from which CenturyLink provides Service.

4. Term; Cancellation. The term for each new NBS Service instance will begin on the Start of Service Date and will continue for term months, or the service term shown on a valid signed CenturyLink issued quote, if applicable ("Service Term"). A Service instance means a Service combination that includes a security type, a support level and a security bandwidth. Customer may increase the security bandwidth, security type and/or support level of a Service instance at any time without restarting the Service Term. Customer may also decrease a Service instance's security bandwidth one time per 12-month period (as measured from the Start of Service Date) without restarting the Service Term. Upon expiration of the Service Term, Service will continue on a month-to month basis unless either party elects to cancel the Service by providing 60 days' prior written notice of such cancellation to the other party. If the Agreement or any Service provisioned under this Service Exhibit is canceled prior to the expiration of the applicable Service Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink a "Cancellation Charge" equal to (a) the amount of any nonrecurring/installation charges that CenturyLink discounted or waived and (b) an amount equal to 50% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Service Term. Customer remains responsible for all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation.

5. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected, that content will be blocked or allowed in accordance with Customer's policies, or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of any Service: (a) Customer will nonetheless be liable for payment for all Services provided by CenturyLink. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Centurylink makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer.

6. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

7. SLA. Service is subject to the Network-Based Security service level agreement ("SLA"), located at <http://www.centurylink.com/legal/docs/Network-Based-Security-SLA.pdf>, which is subject to change. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

8. AUP. All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. Other Terms.

9.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

9.2 Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause **or by CenturyLink for Cause prior to conclusion of the applicable Service Term**, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. ~~If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).~~ **Accordingly, each party may seek and obtain injunctive relief against**

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the termination, at the sole election of the receiving party, the immediate termination without penalty to the same, of this Agreement in whole or in part.

9.3 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

9.4 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

9.5 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
NETWORK-BASED SECURITY SERVICE EXHIBIT**

PRICING ATTACHMENT

1. Charges. Customer will pay the following charges. A single MRC that includes the applicable security type and support level MRC plus the applicable security bandwidth MRC will appear as a single line item on Customer's invoice for each NBS Service instance. The NRC also applies to each NBS Service instance.

1.1 Network Based Security MRC Charges.

Security Bandwidth	Next Generation Internet (D) Standard Support (5)
	MRC
100 Mbps	\$800

1.1.2 Support Level Upgrades. The Next Generation Internet and Content Filtering Security Types can be upgraded from the Standard Support Level to the Unlimited Support Level for an additional \$500 MRC.

1.2 Network Based Security NRC Charges.

Security Type	NRC
Next Generation Internet (D)	\$250
Content Filtering (E)	\$500
Complete Security (F)	\$500

1.3 Other Charges. CenturyLink will provide Customer up to three security tokens for access to the NBS Web portal as part of the Service. Any additional security tokens are available at the following charge.

Description	NRC
Additional Security Tokens.	\$100 per Security Token

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
RENTAL CPE SERVICE EXHIBIT**

1. General; Definitions. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any CenturyLink bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

2. Delivery and Return. CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

3. Ownership and Use. Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

4. Software. Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

5. Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence and aggregate.

2. "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third-party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

6. Charges. The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

7. CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
RENTAL CPE SERVICE EXHIBIT**

8. Term. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

9. Installation, Maintenance and Safety Compliance. Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

10. Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

11. Miscellaneous. With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

12. Other Terms.

12.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

12.2 Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause ~~or by CenturyLink for Cause prior to conclusion of the applicable CPE Term~~, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. ~~If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).~~ Accordingly, each party may seek and obtain injunctive relief against the termination, at the sole election of the receiving party, the immediate termination without penalty to the same, of this Agreement in whole or in part.

12.3 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norennew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

12.4 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
RENTAL CPE SERVICE EXHIBIT**

telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

12.5 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 8D.

AGENDA DATE: December 06, 2018

PRESENTED BY: Matt Rector

ITEM:

Consideration and and possible action on a resolution authorizing the City Manager to execute a contract with Hylavinka Construction Company for the construction of the Public Works Pole Barn. (Matt Rector)

STRATEGIC GUIDE POLICY: Infrastructure & Growth

ITEM BACKGROUND:

This is part of the 2011 CO Bonds for upgrades to the Public Works Facility.

BUDGETARY AND FINANCIAL SUMMARY:

The cost of the construction is \$95,000.00.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution

SUPPORTING MATERIAL:

1. [Resolution](#)
2. [contract](#)

RESOLUTION NO. R-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HYLAVINKA CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE PUBLIC WORKS POLE BARN.

WHEREAS, the City of Hutto Public works facility, and;

WHEREAS, the public works facility needs a pole barn for covered storage for equipment and materials, and;

WHEREAS, the City desires to maintain and improve the public works facility; and

WHEREAS, the City wishes to enter into a contract with Hylavinka Construction Company to provide construction for said improvements;

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

That, the Hutto City Council hereby authorizes the City Manager to enter into a construction contract not to exceed \$95,000.00 with Hylavinka Construction Company to provide construction services for the Public Works Pole Barn and execute change orders up to 20% of the original amount.

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 subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended

CONSIDERED and RESOLVED by the City Council of the City of Hutto on this the **6th** day of **December 2018**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTESTED:

Lisa L. Brown, City Secretary

AGREEMENT

STATE OF TEXAS **§**

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON §

THIS AGREEMENT, made and entered into this ____ day of ____, A.D., 2018, by and between the City of Hutto, a municipal corporation of the County of Williamson and State of Texas, acting through the City Manager or other duly authorized designee, hereinafter termed **OWNER**, and **HYLAVINKA CONSTRUCTION COMPANY** of the City of East Bernard, County of Wharton, and State of Texas, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned, to be made and performed by the Party of the First Part (**OWNER**), Party of the Second Part (**CONTRACTOR**), hereby agrees with the said Party of the First Part (**OWNER**), to commence and to complete the construction of certain improvements described as follows:

Public Works Pole Barn Construction

and all extra work in connection therewith, under the terms as stated in the General Conditions of the agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction in accordance with the conditions and total amount of **\$95,000.00 (Ninety-five thousand dollars only)**, and in accordance with the plans, which includes all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the specifications, therefor, as prepared by the City Engineer, herein entitled the **ENGINEER**, each of which has been identified by the endorsement of the **CONTRACTOR** and the **ENGINEER** thereon, and the bonds (if required) hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The **CONTRACTOR** hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, or within fifteen (15) days after award of contract, whichever occurs the earliest, and to complete same within Seventy five (75) Working days after the date of the written notice to commence work.

Waiver of any breach of this contract shall not constitute waiver of any subsequent breach. In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fee by the OWNER, the CONTRACTOR knowingly and intentionally waives its right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this contract.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract in accordance with the bid submitted therefor, subject to additions and deductions as provided in the General Conditions of the agreement and to make payments on account thereof as provided therein.

IN WITNESS WHEREOF, the Parties to these presents have executed this agreement in the year and day first above written.

Party of the First Part
(**OWNER**)
CITY OF HUTTO, TEXAS

Party of the Second Part
(**CONTRACTOR**)
HYLAVINKA CONSTRUCTION CO.

City Manager

SEAL

SEAL

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

8E.

AGENDA DATE: December 06, 2018

PRESENTED BY:

Ashley Lumpkin, AICP, Executive
Director, Business & Development
Services

ITEM:

Consideration and possible action on a resolution authorizing the City Manager to spend additional funds on the Façade Improvement Grant Program. (Ashley Lumpkin)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The Old Town Façade Improvement Grant was adopted by City Council (Ordinance No. 0-16-08-8B) on August 4, 2016 with a yearly investment of \$10,000 per year. The Façade Improvement Grant is a 50/50 matching program for work on the exterior of a home or business up to \$7,500 per property. The grant recipients will be reimbursed for 50 percent of the cost of eligible expenses for improvements on facades that are visible for the public right-of-way. All properties located within the City of Hutto's Historic District are eligible for this grant. The property does not have to be designated as historic in order to qualify.

Expenses that qualify for reimbursement include repairs and improvements to the exterior of a home or a business on a façade that is visible from a public street. Examples of eligible improvements include, but are not limited to: repairs to the exterior siding or roofing, cleaning and/or repointing brick, restoring original wood windows, a fresh coat of paint and/or a new sign. The maximum City contribution is as follows: façade restoration up to \$5,000, new paint up to \$2,500 and signage up to \$750.

Applications were due by September 7, 2018. A total of six applications were received. A four member review committee made up of staff and a member of the Historic Preservation Commission reviewed all applications and noted the intent to enhance development activity within the City's historic district was realized with each application. Typically, the projects may not commence until the funding has been approved, but this year staff received an application that met the intent of the program although work has already been completed. The review committee has a total amount of \$10,000 in grant money to help eligible projects. The committee came to the conclusion to help as many projects as possible, thus awarding five applications that had not yet completed the eligible work.. The sixth application could only be partially funded with the remaining \$903.88, thus the request of the resolution to allow the City Manager to increase the budget by \$7,000 and fund the

sixth project up to the maximum \$7,500 allowed by the program.

The table below breaks down the work and the amount of money that is being requested for each project:

Number	Type	Total Cost of Improvements	Request up to maximum reimbursement	Proposed Work (breakout)
*1	Residential	\$8,111.44	\$4,055.72	Façade Restoration, Paint, Materials
*2	Residential	\$2,347.93	\$1,173.97	Façade Restoration, Paint, Materials
*3	Residential	\$3,170.00	\$1,585.00	Façade Restoration, Paint, Materials
*4	Residential	\$1,662.85	\$831.43	Façade Restoration, Paint, Materials
5	Daycare	\$2,900.00	\$1,450.00	Paint, Materials
6	Residential	\$40,775.00	\$7,500.00	Roof, Façade Restoration, Paint, Materials
	Total	\$58,967.22	\$16,596.12	

*Owner Occupied

All applicants will receive a letter letting them know the amount of the grant approved for their project. All applicants that receive the grant are encouraged to inform staff of the progress of their work and submit receipts once the project is completed. Once the receipts showing completion are submitted, staff will schedule an on-site inspection with the applicant. Following the inspection and review of the receipts, a reimbursement check up to the amount awarded unless any part of the project is withdrawn will be issued.

BUDGETARY AND FINANCIAL SUMMARY:

The program is funded for \$10,000 a year. This request is to increase the budget for an additional \$7,000 to fund each of the six projects up to the maximum \$7,500 reimbursement amount.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Not applicable.

STAFF RECOMMENDATION:

Approve the resolution as submitted.

SUPPORTING MATERIAL:

1. [Resolution](#)

RESOLUTION NO. R-18-

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
INCREASE THE FAÇADE GRANT BUDGET BY \$7,000 TO FUND
ALL APPROVED FAÇADE GRANT APPLICATIONS.**

WHEREAS, the Façade Grant Program received six eligible applications for the 2018 call for projects, and;

WHEREAS, the improvements will increase the value of the six properties within the Historic District, and;

WHEREAS, the City desires to fund all six applications that have met the merits of the Façade Grant Program.

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

the Hutto City Council hereby authorizes the City Manager to increase the Façade Grant Program budget by up to \$7,000 to provide funding to reimburse eligible improvements for the six applications received for the 2018 Façade Grant Program.

The City Council hereby finds the declares that written notice of the date, hour, place and submit of the meeting at which this Resolution was adopted, was posted and that such the meeting was open to the public as required by law at all times during with this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

CONSIDERED and **RESOLVED** by the City Council of the City of Hutto on this the 6th day of **December 2018**.

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: December 06, 2018

PRESENTED BY:

City Attorney

ITEM:

Consideration of and possible action on the second reading of an ordinance of the City Council of the City of Hutto, Texas accepting and approving a service and assessment plan and assessment roll for Hutto Co-Op Public Improvement District; making a finding of special benefit to the property in the master improvement area of 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 an effective date. (City Attorney)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The ordinance is a revision from the ordinance adopted by the City Council on August 16, 2018 under Agenda Item 10D. The revision is necessary due to changes in the structure of the financing proposed by the developer of the Co-Op project.

BUDGETARY AND FINANCIAL SUMMARY:

The attached Ordinance includes accepting and approving a service and assessment plan and assessment roll for Hutto Co-Op Public Improvement District; making a finding of special benefit to the property in the master improvement area of the district and 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 an effective date.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

City Attorney has reviewed all documentation.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.:

9B.

AGENDA DATE: December 06, 2018

PRESENTED BY:

City Attorney

ITEM:

Consideration of and possible action on the second reading of an ordinance relating to development of the Co-Op District in the City of Hutto, Texas including dedicating a portion of ad valorem taxes collected on property located within Reinvestment Zone No. 1, City of Hutto, Texas; approving a loan agreement in connection with financing of projects within the Reinvestment Zone No. 1; authorizing the City Manager to enter into a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; approving the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the corporation to the Reinvestment Zone No. 1; approving a financing plan for the tax increment Reinvestment Zone No. 1 for the Co-Op District; and authorizing the City Manager to enter into certain agreements relating to the Reinvestment Zone No. 1 and to approve amendments to those agreements. (City Attorney)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The ordinance presented for adoption under this item is substantially the same ordinance as adopted by the City Council under Agenda Item 10E on the Council's August 16, 2018 agenda. The ordinance is presented for public hearing, reconsideration and adoption due to the overall change in the financing structure for the Co-Op development.

BUDGETARY AND FINANCIAL SUMMARY:

This ordinance includes dedicating a portion of ad valorem taxes collected on property located within Reinvestment Zone No. 1, City of Hutto, Texas; approving a Loan Agreement in connection with financing of projects within the Reinvestment Zone No. 1; authorizing the City Manager to enter into a Public Improvement District administrative services agreement for Reinvestment Zone No. 1; approving the City of Hutto Economic Development Corporation Type B dedication of a portion of sales tax collected by the corporation to the reinvestment zone no. 1; and approving a financing plan for the tax increment Reinvestment Zone No. 1 for the Co-Op District.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

The Tax Increment Reinvestment Zone Number One Board considered and approved the Tax Increment Reinvestment Zone Number One Project and Finance Plan at their August 30, 2018 meeting.

The City of Hutto Economic Development Corporation Type B considered and approved the dedication of a portion of sales tax collected by the Corporation to the Reinvestment Zone Number One at their June 4, 2018 meeting.

CITY ATTORNEY REVIEW:

City Attorney has reviewed all documents.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

There are no supporting documents.

**CITY OF HUTTO
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 10A.

AGENDA DATE: December 06, 2018

PRESENTED BY:

ITEM:

Consideration and possible action on a resolution regarding River Creek Development Corporation interlocal agreement, construction contract, consent letter with the Public Finance Authority and loan agreement. (City Attorney)

STRATEGIC GUIDE POLICY: Well Balanced & Diversified Economy

ITEM BACKGROUND:

The resolution is due to changes in the structure of the financing proposed by the developer of the Co-Op project. These changes include the creation of the River Creek Development Corporation, a special purpose corporation, created by the authority of the City Council.

BUDGETARY AND FINANCIAL SUMMARY:

See attached agreements.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not Applicable.

CITY ATTORNEY REVIEW:

City Attorney has reviewed the documents.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

There are no supporting documents.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 10B. **AGENDA DATE:** December 06, 2018

PRESENTED BY: Eliska Padilla, MASCL, Executive Director
of Communications

ITEM:

A resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Hutto and Hutto Independent School District for the operation of the public, educational, and governmental "PEG" access channel pursuant to Chapter 66 of the Texas Utilities Code. (Eliska Padilla)

STRATEGIC GUIDE POLICY: Quality of Life & Services

ITEM BACKGROUND:

The City of Hutto and Hutto Independent School District entered into an Interlocal Agreement in 2013 to share a public education, and government channel a contract pursuant to the authority granted by "Texas Interlocal Cooperation Act" Chapter 791 of Texas Government Code, and Chapter 66 of the Texas Utilities Code. At the time, the two entities participated in cost sharing for the installation of fiber optics, the switch and encoders for the original PEG access channel.

This renewal of the interlocal agreement details the City's desire to continue to maintain the PEG access channel and deliver recorded public meetings and information programming to the RUSHWORKStv system, managed at HISD for delayed broadcasts.

In doing so, HISD agrees to operate and manage the PEG access channel by providing space on the HISD campus to house and operate the channel activities, acting as the point of distribution, and providing student/staff time when it fulfills an educational need to format and develop content of City programming, and the City agrees to consider PEG fund requests from HISD during the normal budget cycle for PEG channel studio facility and equipment.

BUDGETARY AND FINANCIAL SUMMARY:

The City may only use PEG payments received pursuant to Section 66.066(b) of the Texas Utilities Code, as amended, for funding legally acceptable capitalized expenses.

RELATED COUNCIL COMMITTEE OR ADVISORY BOARD RECOMMENDATIONS:

Not applicable.

CITY ATTORNEY REVIEW:

Legal Counsel reviewed and approved.

STAFF RECOMMENDATION:

Staff recommends approval.

SUPPORTING MATERIAL:

1. [Resolution - HISD Interlocal Agreement for PEG](#)
2. [PEG Interlocal Agreement](#)

RESOLUTION NO. R-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTTO AND HUTTO INDEPENDENT SCHOOL DISTRICT FOR THE OPERATION OF THE PUBLIC, EDUCATIONAL, AND GOVERNMENTAL “PEG” ACCESS CHANNEL PURSUANT TO CHAPTER 66 OF THE TEXAS UTILITIES CODE.

WHEREAS, the City of Hutto and Hutto Independent School District entered into an Interlocal Agreement in 2013 to share a public education, and government channel a contract pursuant to the authority granted by “Texas Interlocal Cooperation Act” Chapter 791 of Texas Government Code, and Chapter 66 of the Texas Utilities Code;

WHEREAS, the City and HISD participated in cost sharing for the installation of fiber optics, the switch and encoders for the original PEG Channel, and;

WHEREAS, the City has agreed to maintain the PEG access channel and deliver recorded public meetings and information programming in the necessary format to the RUSHWORKStv system, managed at HISD for delayed broadcasts, and;

WHEREAS, HISD has agreed to operate and manage the PEG access channel by providing space on the HISD campus to house and operate the channel activities, acting as the point of distribution, and providing student/staff time when it fulfills an educational need to format and develop content of City programming; and

WHEREAS, the City has agreed to consider PEG fund requests from HISD during the normal budget cycle for PEG channel studio facility and equipment,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS THAT, the City of Hutto and Hutto ISD hereby enter into an interlocal agreement for PEG fund and broadcast program sharing for the City’s public education, and government channel, and the City Manager is authorized to execute the agreement.

CONSIDERED and RESOLVED on this the 6th day of the month of **December 2018**.

THE CITY OF HUTTO, TEXAS

Doug Gaul, Mayor

ATTEST:

Lisa L. Brown, City Secretary

**INTERLOCAL AGREEMENT INVOLVING
THE HUTTO INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF HUTTO, TEXAS**

This Agreement is made between the Hutto Independent School District ("HISD") and the City of Hutto, Texas ("Hutto"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, and Chapter 66 of the Texas Utilities Code regarding the operation of Public, Educational and Governmental ("PEG") access channels, the Parties, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each Party is a local government within the State of Texas or an agency of the State of Texas.
2. Public Benefit and Purpose. The respective governing body of each Party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost, if any or greater than nominal amount, fairly compensates the performing Party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both Parties.
3. Current Revenues. All Parties, in the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the Party.
4. City Obligation. Hutto shall perform its obligations in accordance with Exhibit "A."
5. District Obligations. Hutto ISD shall perform its obligations in accordance with Exhibit "A" and follow the guidelines as shown on Exhibit "B," attached hereto.
6. Exhibit Incorporation. The provisions of Exhibits "A," "B" are incorporated herein by this reference as though stated verbatim.
7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to any third party arising out of or related to the acts or omissions of its employees or agents and not those of any other Party.
8. Venue. If a legal action is brought under this Agreement, then exclusive venue shall lie in Williamson County.
9. Effective Date and Term. This Agreement shall become effective on the first day after it

has received approval of all governing bodies. This Agreement shall remain in full force and effect for a term of three (3) years from the effective date hereof. This Agreement shall automatically be renewed for additional three-year terms. Any Party may cancel this Agreement during the initial or any renewal terms by giving six (6) months advance written notice to the other Parties.

10. Contacts. The point of contact for each Party shall be as specified in Exhibit "A."
11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraph 7 and 8 shall survive termination, cancellation, expiration, or non-renewal of this Agreement.
12. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this Agreement and Exhibit "A," then the terms of Exhibit "A" shall control.
13. Replacement of Prior Agreement. This Agreement replaces a former interlocal agreement dated August 15, 2013 and the former agreement is cancelled on the effective date of this Agreement.

[Signatures to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers the day and year written below.

EAST WILLIAMSON COUNTY HIGHER
EDUCATION CENTER

HUTTO INDEPENDENT SCHOOL
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: Celina Estrada Thomas
Name: Celina Estrada Thomas
Title: Superintendent
Date: 11 / 12 / 18

CITY OF HUTTO, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

(to the Interlocal Agreement between East Williamson County Higher Education Center,
Hutto Independent School District and the City of Hutto regarding PEG Channel)

A. Contact Information:

HISD's Contact:

Todd Robinson
200 College Street
Hutto, TX 78634

Telephone: 512-754-3771

Email: todd.robinson@huttobisd.net

City's Contact:

Telephone: _____

Email: _____

B. City shall fulfill the following obligations:

1. Work with Spectrum and Hutto ISD to restore and maintain the PEG Channel pursuant to the Texas Public Utilities Regulation Act.
2. Authorize the HISD to operate and manage the PEG access channel, pursuant to the conditions stated in Section 66.009 of the Texas Utilities Code.
3. Deliver recorded public meetings and information programming in necessary format to the RUSWORKStv system, managed at HISD for delayed broadcasts.

C. HISD shall fulfill the following obligations:

1. Provide space on the HISD campus to house and operate PEG channel activities.
2. Operate and manage the PEG access channel pursuant to the conditions stated in Section 66.009 of the Texas Utilities Code, both in its current form and as amended. The HISD will provide at least eight (8) hours of non-repeat daily programming on the PEG access channel.

3. Act as the point of distribution for the PEG channel, which shall be physically located at the Hutto High School campus at 101 FM 685, Hutto, Texas,
4. Coordinate the interconnection of the point of distribution for State-issued Certificate of Franchise Authority ("SICFA") service providers, permit SICFA service providers access to network equipment, and otherwise coordinate with SICFA representatives regarding the operation and maintenance of the PEG channel.
5. Provide the City an annual capital budget request consistent with the City's budget cycle for the PEG channel studio facility and equipment for the City's review and approval based on the following considerations:
 - (a) The City will review and comment on the proposed annual capital budget request and, after approval, fund requests, in whole or in part, from current available revenues,
 - (b) The City may only use PEG payments received pursuant to Section 66.066(b) of the Texas Utilities Code, as amended, for funding legally acceptable capitalized expenses;
 - (c) Any PEG funds received by the HISD from the City may only be used for capitalized expenses related to the operation of the PEG channel consistent with Section 66.066(b) of the Texas Utilities Code, and under no circumstances will PEG funds be used for operational expenses.
 - (d) All capital improvements or equipment acquired with PEG funds will become the property of the HISD or the City of Hutto and each shall be solely responsible for the maintenance of said improvements and equipment housed at their respective sites
 - (e) The City reserves the right to suspend funding of capital budget items authorized under this Agreement if there is misuse of PEG funds by the HISD. The City may request reimbursement for any misused funds.
6. Provide student/staff time when it fulfills an educational need to format and develop content of materials/ information related to City programming

EXHIBIT "B"
CITY OF HUTTO
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNEL
GUIDELINES

I. Purpose

The purpose and intent of these Guidelines are to:

- A. Establish clear local guidelines and standards for the exercise of local authority with respect to the use of the City of Hutto's Public, Educational and Governmental (PEG) Access Channel;
- B. Permit and manage reasonable use of the City's PEG channel on a non-discriminatory, non-commercial, non-exclusive and content-neutral basis; and
- C. Ensure that the operations and programming of the City's PEG channel is consistent with all applicable local, state and federal laws rules and regulations.

II. Definitions

For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

- A. "Obscene" means material or a performance as define in Section 43.21 (a) (1) of the Texas Penal Code.
- B. "Material" means anything tangible that is capable of being used or adapted to around interest, whether through the medium of reading observation, sound, or in any other manner.

III. Authority

The City reserves the right of control to operate and manage the PEG channel provided by a State-Issued Certificate of Franchise Authority cable and video service provider and to establish reasonable guidelines governing such use as provided by Section 66.013 (2) of the Texas Utilities Code and all other applicable federal and state laws, rules and regulations.

IV. Guidelines

- A. Non-Censorship. The City recognizes a citizen's First Amendment right to freedom of expression and takes no action abridging the right of free speech for all members of the community who wish to access cable television. The City exercises no prior restraint of program content and does not review or censor programs before cablecast. However, no manager, programmer or producer of PEG programming may knowingly permit the production dissemination of any program that contains:

1. any material which is obscene and violates Chapter 43, Subchapter B of the Texas Penal Code;
 2. any material which is libelous, slanderous, defamatory, unlawfully disparaging or that constitutes invasion or violation of any person's right to privacy;
 3. any material which violates any local, state or federal laws, rules or regulations;
 4. any advertising or material that promotes any commercial product for service;
 5. any solicitation or appeal for funds;
 6. any unlawful use of copyrighted material or any other proprietary property, and
 7. any material that has a reasonable probability of creating an immediate danger or damage to property, creating an injury to person(s), or creating public nuisance.
- B. Programming. Programming on the PEG channel must be for non-profit and non-commercial use only and may come from local and non-local sources. If public use of production studio equipment facilities are allowed by either the City or Hutto Independent School District policies, then such public use of equipment and facilities shall be made available on a fair and equitable, nondiscriminatory basis without regard to race, color, age, national origin, religion, sex, disability or sexual orientation.
- C. Underwriting. All underwriting shall comply with Federal Communications Commission Underwriting and Sponsorship Identification Rules and Regulations. An individual, organization or business may sponsor PEG channel programming; however, donors and sponsors may not promote or sell products or services and must adhere to the following non-commercial sponsorship guidelines.
1. The following video effects are permissible:
 - a) company name, logos or slogans, both still or animated, which identify but do not promote;
 - b) corporate brand and trade names, mascots or other symbolic figures developed as a corporate (rather than product) symbol, accompanied by the company's name; and
 - c) value neutral descriptions of product line, brand name or service listings.

2. The following practices tend to convey a more commercial impression and may not be used:
 - a) products in use or operation for the purpose of demonstrating their performance characteristics;
 - b) packaged goods, such as food products, shown outside the container or package, or in a prepared state;
 - c) depiction of tobacco products, distilled spirits and firearms; and
 - d) official spokespersons, company officials, directors or actors posing as generic employees.
 3. The following audio techniques are acceptable:
 - a) location information including general references to a service area, street addresses, Web-site and e-mail information; and
 - b) music and sound effects.
 4. The following audio techniques are not allowed:
 - a) donor acknowledgements that contain comparative claims or descriptive language comparing the underwriter's products or services with those of competitors;
 - b) donor acknowledgements that contain qualitative claims or qualitative descriptions of the underwriter's products or services;
 - c) announcements that contain solicitations or a "call to action", which is addressed directly at the viewer and tells the viewer to take action.
 - d) announcements that contain pricing information including interest rate information or other indications of savings associated with the product or service; and
 - e) inducements to buy, sell, rent or lease.
- D. Copyrighted Material. Prior to transmission of PEG programming, producers and programmers shall make all appropriate and lawful arrangements to obtain all required lawful rights to all material cablecast and clearances from sponsors, donors, networks, broadcast stations, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit their program material over the City's PEG channels.

V. Amendments

The City reserves the right to amend these guidelines as it deems necessary to comply with all applicable local, state and federal laws, rules and regulations.

CITY OF HUTTO CITY COUNCIL AGENDA

AGENDA ITEM NO.: 12A. **AGENDA DATE:** December 06, 2018

PRESENTED BY: Lisa Brown, City Secretary

ITEM:

Consideration of and possible appointments to City Boards and Commissions, including the Economic Development Corporations.
(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. [Board 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	* Newly Appointed
Council Member Place 4	Tim Jordan	May-20	* Re-appointed
Council Member Place 5	Patti Turner	May-21	* Vacant
Council Member Place 6	Terri Grimm	May-19	** Plans to resign Dec 2018
Mayor (Place 7)	Doug Gaul	May-19	

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

Last update: **11/9/2018**

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					Current	Proposed	Phone	Email Address
20-Sep	Place 1	Davey	Robinson	Vice-Chair	Dec-19	June-20	512-635-0169	davey_robinson@austin.rr.com
20-Sep	Place 2	Kristen	Harrington	Commissioner	Dec-18	June-20	510-857-6028	kristenh2011@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	sfchudson@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					Current	Proposed		
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
20-Sep	Place 4	Troy	McMillin	Member	Dec-19	June-20	512-925-4866	troymcmillin@yahoo.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					Current	Proposed		
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	713-585-3713	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
20-Sep	Place 5	Camille	Baptiste	Member	Dec-18	June-21	512-576-7556	camillebaptiste08@gmail.com
6-Sep	Place 6	Patricia	Elkasser	Member	Dec-20	June-19	512-317-0306	elsasserpatricia@yahoo.com
1-Nov	Place 7	Lori	Ortiz	Member	June-19	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					Current	Proposed		
20-Sep	Place 1	Pedro	Perez	Chairman	Dec-18	June-20	512-587-9183	ppirqp@msn.com
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	June-21		
6-Sep	Place 6	Maureen	Rooker	Member	Dec-19	June-19	512-789-2210	MaureenRooker@rcmax.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					Current	Proposed		
2-Aug	Place 1	Vacant		Commissioner	Dec-18	June-20		
2-Aug	Place 2	Mary	Belton	Commissioner	Dec-18	June-21	951-218-3235	mcb2745@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
19-Jul	Place 7	Jonathan	Wagner	Commissioner		June-19	737-218-2700	engineerwithabeer@gmail.com
Building and Standards Commission								
Meets: As Needed in the City Council Chamber								
Liaison - Bryan Surgi								
Approved					Current	Proposed		
	Place 1	Vacant			Dec-19	June-20		
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	Troy	McMillin	Vice Chair	Dec-18	June-20	512-925-4866	troymcmillin@yahoo.com
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					Current	Proposed		
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 @ 6:00pm of each month in the City Council Chamber								
Liaison - Jessica Bullock								
Approved					Current	Proposed		
20-Sep	Place 1	Nelson	Nagle	Treasurer	Oct-19	June-20	512-426-2025	nelson.nagle@huttotx.gov
5-Jul	Place 2	Tim	Jordan	Member	Oct-19	June-21	512-943-1508	Tim.Jordan@huttotx.gov
20-Sep	Place 3	Dan	Thornton	Vic Chair/Sec'y	Oct-19	June-19	512-529-4213	dan.thornton@huttotx.gov
20-Sep	Place 4	Jason	Wirth	Chair	Oct-19	June-20	512-698-9580	jason.wirth@huttotx.gov
20-Sep	Place 5	Scott	Feller	Member	Oct-19	June-21	512-992-5602	scott.feller@huttotx.gov
20-Sep	Place 6	Greg	Braun	Member	Oct-19	June-19	512-299-0188	greg.braun@huttotx.gov
19-Jul	Place 7	Steve	Harris	Member	Oct-19	June-19	254-498-2224	Steven.Harris@huttotx.gov